

Request for Quote
2023-03 Security Fence and Gate Installation Services

THIS IS NOT AN ORDER

The **Superior Court of California, County of Alameda** (the "Court") is requesting quotes from qualified Contractors to install a high-security fence along the perimeter of the Court's parking lot at the Hayward Hall of Justice with pedestrian and motorist gates with key card access.

QUOTE DUE DATE AND TIME:

**January 25, 2024 at 2:00 PM Pacific
Time**

**The Court must receive the quote before
the Quote Due Date and Time.**

Submit quote to:

The Court is only accepting quote responses via email. Please submit responses to:

bidquestions@alameda.courts.ca.gov

**Required documents for
submission:**

- Completed and Signed RFQ
- Acceptance of Terms and Conditions (Attachment 2)
- If applicable, Bidder Declaration (Attachment 3) and DVBE Declaration (Attachment 4)
- Quote Template (Attachment 5)

Award Basis: The contract will be awarded (if at all) on the basis of:

- ☒ lowest responsible bidder
- ☐ highest scored quote (evaluation criteria:

Quotes shall be valid for 6 months from Quote Due Date. Should a contract be awarded, the start date will be determined upon contract negotiation.

The Court at its option may cancel this request at any time, may award in whole or in part, submission of RFQ does not guarantee an award for contract.

QUOTE

Overview

The Superior Court of California, County of Alameda (Court) is seeking the services of a qualified contractor (Prospective Bidder) to install a new high-security fence with pedestrian gate and motorist gates to better secure the perimeter of the Court's parking lot. The Hayward Hall of Justice Parking Lot Security Fence and Gate Project ("Project") scope includes the installation of the proposed security area covering approximately 23,100 feet with a minimum of 6 feet in height fence, two pedestrian gates, and two fully automatic horizontal sliding motorist gates with entry and exit accessibility through an employee badge scan. The location of the project will be at Hayward Hall of Justice Courthouse (HHJ) at 24405 Amador St, Hayward, CA 94544

The fencing of the parking perimeter will serve as added security for Court personnel as well as enforce unauthorized parking restrictions. The Court is accepting quotes from qualified contractors to furnish and install commercial grade security fencing for the Court. The awarded contractor shall furnish all supervision, labor, equipment, tools, and incidentals to perform fencing installation services outlined in this RFQ. The contractor shall pay all fees, incur all expenses, and secure all permits necessary to complete the work in every aspect of the project. Any shutdown of service and/or utilities must be pre-approved and scheduled with the Court's Project Manager. The contractor must comply with all federal and state safety regulations including but not limited to Occupational, Safety, and Health Administration (OSHA) regulations. The Court will not be responsible for any expenses incurred nor will it compensate for any of those expenses incurred by Prospective Bidders in the preparation and submission of bid proposals.

Site Prep and Land Clearing: Please note, in addition to the installation, Prospective Bidders will be responsible for the clearing, grubbing, grading, disposal, and removal of all vegetation (i.e., trees, snags, logs, brush, stumps, shrubs...etc.), large rocks, concrete slabs, and rubbish of the designated area along the property fence line as needed. This specification also includes the removal, salvage, and /or disposal of the site and surrounding area. Any material or construction details contained within the design package supersedes those of this construction specification; contractor is responsible for the cost of all necessary equipment, labor, and services to fulfill the scope of work in this RFQ.

Background:

This proposal has been requested in an effort to enhance security for court staff entering and leaving the Hayward Hall of Justice (HHJ) via the parking lot before, during and after normal business hours.

The Alameda County Sheriff deputies conducted a security assessment of the Court's south staff parking lot and recommended measures to enforce security of the area. Currently, the lot is open to the public, with insufficient signage and pavement markings to enforce parking restrictions. Based on the survey of the parking lot, the most likely scenario which would increase security is the installation of an iron fence at the perimeters of the parking lot with card key access gates from the west employee parking lot and the driveway from Amador Street.

The Court would like to install a security fence that will secure the parking lot with access available only to authorized users.

Fence and Rolling Gate Specifications:

A fully automatic security motorized gate that is accessible and operatable by the current employee ID badge system (AMAG) is required. A standard open fence style with a minimum height of 6 feet and not to exceed 8 feet is preferred. Any industrial grade aluminum steel or iron and or a combination is also preferred. Fence shall be securely bolted and fixed onto the concrete flooring resulting in a sturdy

standing fence withstanding environmental impact and force resulting from the natural elements. The gates must be operable in all weather conditions and safely secured when closed.

Card Scan Specifications:

The card scan must be able to utilize the Court's employee badge card (HID ProxCard II). [1326 ProxCard II@ Clamshell Card - Proximity Access Control - HID Global](#)

Pedestrian Gate Specifications

Two pedestrian walk gates must be installed and must be locked and require a card reader, coded keypad, or physical key for access.

Compliance:

Contractor assumes responsibility for all permits and having public utilities located and marked during the entire length of the construction and installation period of the project. The Contractor shall work with various local state and city agencies and in conjunction with the Court to secure permits and authorization throughout the entire length of the project from start to finish.

Project Timeline:

The initial period of the contract will be 1 year to complete the installation of the fencing. Ongoing and as needed maintenance such as repairs, replacement of parts, and any labor adjustments to maintain the operation of the fence and gate system is up to 10 years after the initial period.

AMENDED 1/3/2024, refer to Addendum Memo No. 2 for additional information

Site Visit:

A walk through site visit will be held to allow Prospective Bidders to survey the area and propose the best option based on their findings. Prospective Bidders will be given the opportunity to ask questions and familiarize themselves with all the conditions that may affect the time or cost of performance of the project.

Attendance at the walk through is optional. Prospective Bidders are strongly encouraged to attend.

AMENDED 1/2/2024, refer to Addendum Memo No. 1 for additional information

Perimeter Details:

The proposed security area is located at 24405 Amador St., Hayward, CA 94544. The area is currently utilized as staff parking for the Hayward Hall of Justice.

The lot is approximately 284 feet on its East/West axis extending from the Amador St. entrance to the West most boundary ending at or near the law enforcement vehicle sally port.

The lot is approximately 82.2 feet and 48.5 along its North/South axis extending from the building to the edge of its south boundary located next to the Hayward Unified School District parking lot but divided from that lot by an easement approximately 8 feet in width which runs the length of the lot.

The proposed security area covers approximately .5 acres or 23,100 square feet of area.

The lot contains thirty-one (31) reserved parking stalls along its south boundary and approximately fourteen (14) reserved stalls located along its north boundary.

There is a loading dock which serves the Hayward Hall of Justice located about midway along the south side of the building. The loading dock is approximately 40 feet in width and would be within the proposed secure area.

Also located within the boundaries of the proposed secure area is a law enforcement vehicle sally port which allows for ingress and egress of incarcerated individuals having scheduled appearance at the Hayward Hall of Justice. This vehicle sally port is located on the south/west corner of the building and while the east side entrance to the sally port is inside the boundaries of the proposed secure area the west facing exit of the sally port is outside of the proposed secure area. Both entry and exit to the sally port are secured via automated roll up style metal security gates.

Additional measurements will be provided at the site visit.

Traffic Flow:

The proposed security area is currently one of three access routes to the public parking lot located behind the Hayward Hall of Justice. This parking lot is situated between the Public Works Building, located to the south and accessed from Elmhurst St., and the Alameda County Fire Prevention Building located to the north and accessed from Winton Ave.

Creating a secure area preventing unauthorized access to the staff parking area would effectively block traffic flow from the Amador St. entrance but not affect the remaining access.

AMENDED 1/2/2024, refer to Addendum Memo No. 1 for additional information

AMENDED 1/4/2024, refer to Addendum Memo No. 3 for additional information

TIMELINE FOR THIS RFQ

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

EVENT	DATE
RFQ Issued	December 12, 2023
Deadline to RSVP for Site Visit	January 11, 2024 @ 2:00 PM Pacific Time RVSP to bidquestions@alameda.courts.ca.gov
Site Visit (optional)	January 12, 2024 @ 10:00 AM Pacific Time
Last date and time Quote may be submitted	January 25, 2024, no later than 2:00 PM Pacific Time
Contract Duration (<i>estimate only</i>)	Contract start date to be determined during contract negotiation should an award be made

Vendor must complete all areas shaded in blue.

What is your proposed method for completing the work set forth in this Request for Quote?

What is your projected timeline to complete the project?

What are the post project maintenance and support services available to the Court?

Provide a detailed description of your company's experience in providing services set forth in this Request for Quote. Include any past experience completing projects for government agencies.

Vendor Name	
Vendor Address	
Phone Number	
E-mail Address	

Primary Contact Name and Title	
E-mail Address	
Phone Number	

If selected by the Court, Vendor agrees (i) to provide the requested services to the Court at the prices specified in Attachment 5 (Quote Template), (ii) to deliver the services to the Court by the date specified above, and (iii) that the purchase will be governed solely by the Court's Terms and Conditions (Attachment 1) without regard to any additional or other terms and conditions proposed by Vendor. Vendor acknowledges that this RFQ is governed by the Court's Rules Governing Non-IT Services RFQs.

Vendor Signature		Title	
Printed Name		Date	

The following attachments are included as part of this RFQ

RFQ Attachments	
Attachment A: Location of Proposed Fence and Gates	AMENDED 1/2/2024, refer to Addendum Memo No. 1 for additional information This document includes a map and photos of the location of proposed fence and gates.
Attachment 1: Terms and Conditions	On this form, if exceptions are identified, Prospective Bidders must submit (i) a redlined version of Attachment 2 – Agreement Terms and Conditions and Supplemental Terms and Conditions that clearly track proposed changes to this attachment, (ii) written documentation to substantiate each such proposed change and (iii) written explanation to indicate how each proposed change will benefit the Court. If selected, the person or entity submitting a proposal (the “Prospective Bidder”) must sign Acceptance of Terms and Conditions form (Attachment 3): this Court Standard Form agreement (the “Terms and Conditions”).
Attachment 2: Prospective Bidder's Acceptance of Terms and Conditions	On this form, the Prospective Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and

	<p>Conditions. If selected, the person or entity submitting a proposal must sign the form.</p> <p>If exceptions are identified, the Prospective Bidder must also submit (i) a red-lined version of the Standard Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.</p> <p>Note: A material exception may render a quote non-responsive.</p>
Attachment 3: Bidder Declaration	The Contractor must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
Attachment 4: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form.
Attachment 12: Quote Template	Prospective Bidder must propose the cost using the Quote Template.

Rules Governing Non-IT Services RFQs

Submission of Quotes. Vendor must sign and submit its quote using the Court's form. Quotes may be submitted only email to the Court's solicitation inbox bidquestions@alameda.courts.ca.gov. No other form of delivery method will be accepted for this RFQ. Quotes sent to any other address or fax number will not be considered. The Court must receive the quote on or before the Quote Due Date and Time. Late quotes will not be accepted.

Faxed Quotes. The Court will not accept faxed quotes for this RFQ.

Process. Before the Quote Due Date and Time, the Court may cancel the RFQ for any or no reason. After the Quote Due Date and Time, the Court may reject all quotes and cancel the RFQ if the Court determines that: (i) the quotes received are not really competitive; (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. The Court reserves the right to accept or reject any or all of the items in the quote, to award the contract in whole or in part and/or negotiate any or all items with a vendor if it is deemed in the Court's best interest. The RFQ is not an order, agreement, or obligation on behalf of the Court, and in no way is the Court responsible for the cost of preparing the quote.

Offer Period. Vendor may withdraw its quote at any time before the Quote Due Date and Time by notifying the Court in writing of its withdrawal. The notice must be signed by Vendor. Quotes cannot be changed or withdrawn after the Quote Due Date and Time; Vendor's quote is an irrevocable offer for 6 months following the Quote Due Date and Time.

Terms. Upon award of the contract, the Court will issue a purchase order (including the Court's Purchase Order Terms and Conditions) to the selected vendor. Quotes that reference other terms and conditions, or propose changes to the Court's Purchase Order Terms and Conditions, may be rejected. If the selected vendor rejects or attempts to amend or supplement the Court's purchase order, the Court may cancel the award and award the contract to the next qualified vendor. Options to extend service contract will be decided solely by the Court and offered to the contractor on an as needed basis.

Award Basis. If the "lowest responsible bidder" box is checked, the contract will be awarded (if at all) to the bidder that possesses the required experience, facilities, and financial resources and is fully capable of performing the relevant contract. If the "highest scored quote" box is checked, the contract will be awarded (if at all) to the responsible Vendor that submitted the highest scored quote. 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 vendors, who may attend the coin toss at their own expense. During the evaluation process, the Court may require Vendor to answer questions or provide clarifications with regard to Vendor's quote. Failure to answer such questions or provide the requested clarifications may result in the quote being deemed non-responsive.

Payee Data Record. Vendor must complete and submit to the Court a Payee Data Record form.

Certifications. Vendor certifies: (i) [*Darfur Contracting Act*] it is not a "scrutinized company" as defined in Public Contract Code ("PCC") 10476 (applicable if Vendor currently or within the previous three years has had business activities or other operations outside of the United States); (ii) [*Congolese Conflict minerals*] it is not a "scrutinized company" as defined in PCC 10490(b), or the goods or services Vendor would provide to the Court are not related to products or services that are the reason Vendor must comply with Section 13(p) of the Securities Exchange Act of 1934; (iii) [*DVBE Violation*] Vendor is not on the Department of General Services' ("DGS") 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 ("DVBEs"); and (iv) [*Tax delinquency*] it is not on the Franchise Tax Board's list of 500 largest state income tax delinquencies, or the Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

Upon contract award, vendor will be required to complete all certifications required at the Court's request.

DVBE Incentive. Eligibility for and application of the DVBE incentive are governed by the Court's DVBE Rules and Procedures. Vendor will receive a DVBE incentive if, in the Court's sole determination, Vendor has met all applicable requirements.

DVBE incentive qualification is **optional**. Failure to qualify for the DVBE incentive will not render a quote non-responsive.

For lowest responsible bidder RFQs: if Vendor receives the DVBE incentive, the dollar amount of its quote will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsive quote. **For highest scored quote RFQs:** if Vendor receives the DVBE incentive, a specified number of points will be added to the score assigned to Vendor's quote.

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, Vendor may have an approved Business Utilization Plan ("BUP") on file with DGS.

If Vendor wishes to seek the DVBE incentive:

1. Vendor must complete and submit with its quote the "Bidder Declaration" document (available from the Court upon request). Vendor must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Vendor must submit with its quote a "DVBE Declaration" document (available from the Court upon request) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Vendor is itself a DVBE, it must complete and sign the DVBE Declaration. If Vendor will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Vendor will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Vendor 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 Vendor not receiving the DVBE incentive. If Vendor receives the DVBE incentive: (i) Vendor will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Vendor must use any DVBE subcontractor(s) identified in its quote unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its quote will constitute a breach of contract. FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MILITARY AND VETERANS CODE 999.9.

Errors. If errors are found in a quote, the Court may reject the quote. The Court may, at its sole option, correct arithmetic or transposition errors or both. The Court may or may not waive an immaterial deviation or defect in a quote. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Vendor from full compliance with RFQ specifications.

Protests. Pursuant to Section 10.0 of the Court's Local Contracting Manual, protests will not be accepted in connection with the RFQ.

Confidential information. Quotes are subject to disclosure pursuant to applicable provisions of the PCC and Rule 10.500 of the California Rules of Court. Disclosure will be made regardless of whether the quote (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the quote (a) purporting to limit the Court's right to disclose information in the quote, or (b) requiring the Court to inform or obtain the consent of Vendor prior to the disclosure of the quote (or portions thereof). Accordingly, Vendor should not include confidential or proprietary information in its quote.

Miscellaneous. It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Business and Professions Code 17030. It is unlawful to prohibit a printer or copier cartridge that is sold to a judicial branch entity from being recycled or remanufactured.