

REQUEST FOR PROPOSALS

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

REGARDING:

***Audio-Video and IT Equipment: Installation, Maintenance
and Repair Services, SC 1901.2024.1.JG***

PROPOSALS DUE:

February 29, 2024 NO LATER THAN **2:00** P.M. PACIFIC TIME

KEY INFORMATION SUMMARY SHEET

Request for Proposal	IT – Superior Court of California, County of Alameda – Audio-Video and IT Equipment: Installation, Maintenance and Repair Services
RFP Number:	SC 1901.2024.1.JG
RFP Issue Date:	February 8, 2024
RFP Issuing Office:	Office of Information Technology
Procurement Contact:	Superior Court of California, County of Alameda Finance and Facilities Division Attention: Procurement – Eddie Sanchez RFP SC 1901.2024.1.JG 1225 Fallon Street, Room 210 Oakland, CA 94612
e-mail:	bidquestions@alameda.courts.ca.gov
Proposals are to be sent to:	bidquestions@alameda.courts.ca.gov
Timeline for this RFP	
Amended; Refer to Addendum Memo No. 1 for Additional Information	
Deadline for Questions:	March 7, 2024
Questions and Answers Posted (estimate only):	March 13, 2024
Latest date and time proposal may be submitted:	March 21, 2024 @ 2:00 PM Pacific Time
Evaluation of Proposals (estimate only):	March 22 – April 18, 2024
Interviews (estimate only):	April 8 – April 12, 2024
Public Opening of Cost Portion of Proposals:	April 23, 2024 @ 10 AM Pacific Time https://alameda-courts-ca.gov/zoomgov.com/j/1612236812?pwd=L1BaR3FucmJkRDNIMWpyM2tQQ0o5Zz09
Notice of Intent to Award (estimate only):	April 25, 2024
Negotiations and Execution of Contract (estimate only):	April 25, 2024 – May 30, 2024
Contract Start Date	July 1, 2024
Contract End Date	June 30, 2025 With an option to renew for four (4) additional one (1)-year terms to extend the Agreement until June 30, 2029.

	<p>First Option Term: June 1, 2025 – May 30, 2026 Second Option Term: June 1, 2026 – May 30, 2027 Third Option Term: June 1, 2027 – May 30, 2028 Fourth Option Term: June 1, 2028 – May 30, 2029</p>
RFP Attachments	
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment 2: IT Agreement	On this form, if exceptions are identified, Prospective Bidders must submit (i) a redlined version of Attachment 2 – IT Agreement 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 3: Prospective Bidder’s Acceptance of Terms and Conditions	<p>On this form, the Prospective Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. If selected, the person or entity submitting a proposal must sign the form.</p> <p>If exceptions are identified, the Prospective Bidder must also submit (i) a red-lined version of the Standard Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.</p> <p>Note: A material exception may render a proposal non-responsive.</p>
Attachment 4: General Certifications Form	The Prospective Bidder must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Prospective Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal
Attachment 6: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.

Attachment 7: Small Business Declaration	The Prospective Bidder must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment 8: Unruh and FEHA Certification	The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. <i>Only for solicitations of \$100,000 or more</i>
Attachment 9: Iran Contracting Act Certification	The Prospective Bidder must complete the Iran Contracting Act Certification and submit the completed certification with its proposal. <i>Only for solicitations of \$1,000,000 or more</i>
Attachment 10: 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 11: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Contractor is itself a DVBE, it must also complete and sign the DVBE Declaration.
Attachment 12: Question and Answer Form	Prospective Bidder must use the attached form to submit any questions.
Attachment 13: Reference Check Form	Prospective Bidder must complete the Reference Check Form and submit with proposal.
Attachment 14: Contact Sheet	Prospective Bidder must complete the Contact Sheet and submit with the proposal.
Attachment 15: Technical Proposal Template	Prospective Bidder must their proposal using the Technical Proposal Template.
Attachment 16: Cost Proposal Template	Prospective Bidder must propose the cost using the Cost Proposal Template.
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1.0 BACKGROUND INFORMATION

- 1.1 The Superior Court of California, County of Alameda “Court,” is seeking multiple qualified and experienced Contractors to provide installation, maintenance and repair services of the Court’s Audio-Video Systems and IT Equipment in nine (9) courthouse locations in Alameda County.
- 1.2 The Court utilizes audio-video systems and IT Equipment in courthouses, courtrooms, jury assembly rooms, training rooms and shared conference spaces for the purposes of public, administrative, educational, and ceremonial functions. The equipment and space vary depending upon Court location. Each location within consists of integrated audio-video systems and controls. The Court is equipped with a multitude of IT equipment used in daily operations such as desktop printers, scanners, telecommunication devices and conference systems that require maintenance support and repair.
- 1.3 The selected Contractor(s) would be expected to provide the following services at each Court location (Attachment 18) including but not limited to installation, on-site maintenance and repair, replacement services of equipment and parts, remote telephonic support services, installation services, Court staff training and consulting, onsite network and structured cabling services, small programming and system configuration, software/firmware upgrades and patches, preventative maintenance, site visits and reporting services. The Contractor(s) must also perform standard, and Emergency Assistance Maintenance and Repair at all Court locations as needed in accordance with the work of the Agreement. The documentation for services will be detailed on the Contractor’s invoice including date, time, staff name, work detail and the person authorizing the service. This work shall be in compliance with all applicable standards, statutory regulations, and safety requirements in force of the date of award of this contract.

2.0 DESCRIPTION OF GOODS AND/OR SERVICES

- 2.1 Preventative Maintenance Services
 - a. The Contractor will coordinate and provide a planned and controlled program of systematic inspection, adjustment, and replacement of parts and equipment as needed, as well as performance testing and analysis of all installed and portable audio-video systems.
 - b. The Contractor shall provide the Court with a report on all Preventative Maintenance visits, including equipment checklists, recommended repair and replacement analysis, and recommended time intervals for equipment

maintenance schedules. The Contractor shall perform and maintain an inventory of AV equipment.

- c. The Contractor shall provide the Court with audio-video industry updates on new technologies and best practices for installed and portable equipment.
- d. The Contractor shall provide software upgrades, patches, and small programming as necessary or required for the audio-visual system controllers and operating systems.

2.2 Maintenance Repair Services

- a. The Contractor shall provide a toll-free number to receive trouble and service request calls from Court personnel during standard business hours.
- b. The Contractor shall coordinate and provide standard on-site maintenance and assessment of malfunctioning equipment within two (2) days of the request.
- c. The Contractor shall coordinate and provide emergency assistance and assessment of malfunctioning equipment within four (4) standard business hours on the same day of the request if such request is received before 12:00 PM Pacific Time.
- d. The Contractor shall coordinate and provide service location maintenance and repair of malfunctioning equipment for all Court locations (Attachment 18).
- e. The Contractor shall work directly with equipment manufacturers on equipment warranty claims and repairs and will coordinate and oversee the factory repair equipment process on behalf of the Court.
- f. The Contractor shall provide and install loaner equipment if repairs are to exceed forty-eight hours (48) and assistance in securing that equipment from a third-party vendor if necessary.

2.3 Training and Consulting Services

- a. The Contractor will provide training of Court staff on an “as needed basis” determined by the Court’s Project Manager for applicable installation of

portable audio-visual equipment and systems in coordination with the Court's Project Manager.

- b. The Contractor will make all commercial efforts to provide immediate remote telephone consultation services for new equipment and technology assessment and solution inquiries.
- c. The Contractor shall provide all resources necessary to meet the Court's needs such as upgrade and replacement services which shall include design and system integration of the Court's audio-video system.
- d. The Contractor shall program, test, and configure new and existing equipment and ensure successful integration and operation.

2.4 Installation Services

- a. The Contractor will perform installation of new and existing Court owned equipment, provide setup and programming configuration to the Court's control system and cabling services in accordance with the performance set forth in this Agreement.

2.5 Reporting Services

- a. The Contractor will provide a biannual service report of all Maintenance and Services work completed, as set forth in this Agreement to the Project Manager in a report format suggested by the Prospective Bidder and approved by the Court Project Manager.

2.6 Equipment and Replacement Parts

- a. Contractor will design and implement new installations, replace equipment and parts as needed with a similar name brand or identical model. It is assumed the Contractor will provide the best available market pricing for all equipment and replacement parts. Equipment and parts must be in new condition and must meet all established standards and specifications. Equipment furnished shall be complete in every respect with all mountings, fittings, and standard accessories normal provided with such equipment and/or needed erection, completion and safe operation of the equipment as required by the applicable codes. Pre-approval authorization is required by the Court Project Manager for all equipment and part replacement.

2.7 Contractor Requirements

- a. The Contractor shall have a minimum of five (5) years of proven experience in the installation and servicing of complex Audio-Video systems and

maintenance support of IT equipment of similar size, complexity, and performance of the Court or other similar government entities.

3.0 LABOR COMPLIANCE

- 3.1 **Prevailing Wage.** The Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Contract 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 Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council’s principal office. Prevailing wage rates are also available from the Court or on the internet at (<http://www.dir.ca.gov>).
- 3.2 **Prevailing Wage Compliance Monitoring.** The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
- 3.3 **Contractor Registration.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“CPR(s)”) to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations (“DIR”). 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.”

4.0 PAYMENT INFORMATION

4.1 Invoicing

- a. Contractor shall submit invoices to the Court in arrears no more frequently than monthly.
- b. Contractor shall provide invoices with the level of detail and supporting documentation reasonably requested by the Court. The following information must be included on the invoice:
 - i. Contractor’s name, address, and telephone number.
 - ii. Name, title, email address, telephone number, and physical address of representative to whom payments are to be sent, if different from the above.
 - iii. Name, title, email address, and telephone number of the person to contact in case of an incomplete or incorrect invoice.
 - iv. Description of goods and/or services performed.
 - v. PO Number
- c. Invoices must be submitted to the Court’s Accounts Payable Unit at accountspayable@alameda.courts.ca.gov, with a copy to the Project Manager’s email.

4.2 Payments

- a. The Court will process invoices within forty-five (45) days of receipt and approval by the Court’s Project Manager. All invoices must reference the Contractor’s purchase order number which will be provided by the Court.
- b. Payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations under the contract.
- c. Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, prospective Contractors are hereby advised that the Court payments are made by the State of California, and the State does not make any advance payment for services.

Payment will be made based upon completion of tasks as provided for in the agreement between the Court and the selected Service Provider.

4.3 Expenses

- a. The Court will not pay or reimburse the Contractor, or their employees, for travel, or any other related, expenses that are required as part of the Scope of Work.
- b. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes, or expenses of any nature which Contractor incurs.

4.4 Additional Services and Change Orders

- a. From time to time during the term of this Agreement, the Court and Contractor may mutually agree on a change to the Work (Section 2.0), which may require an extension or reduction in the schedule and/or and increase or decrease in the fees and expenses and/or the Work (each, a “Change”), including: (i) a change to the scope of Work; (ii) changes mandated by agencies having authority over the project; (iii) changes due to unforeseen site conditions. In the event the Court and Contractor agree on a Change, the Court will issue an amendment documenting the change that will be duly executed by the Court and Contractor.

5.0 QUESTIONS

- 5.1 Interested parties may submit a request for clarifications, modifications, or questions to the Court using the Question and Answer Submission form, provided in Attachment 12. Requests shall be submitted via email to bidquestions@alameda.courts.ca.gov no later than the date specified in the RFP timeline. Please indicate the RFP number and Title in the subject line of the email. Contact with the Court shall be made only through the email address. Answers will be posted on the Court’s website: <https://www.alameda.courts.ca.gov/general-information/contract-opportunities>

Amended; Refer to Addendum Memo No. 1 for Additional Information

6.0 SUBMISSION OF PROPOSALS

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on

conformity to the RFP's instructions and requirements, and completeness and clarity of content.

- 6.2 The Prospective Bidder must submit its proposal in two parts, the Technical Proposal and the Cost Proposal Pricing Form by the date and time listed on the coversheet of this RFP.
- a. The proposals must be emailed to bidquestions@alameda.courts.ca.gov. The subject line of the email must include the RFP title and number.
 - b. The proposal must be signed by an authorized representative of the Prospective Bidder.
- 6.3 Late proposals will not be accepted.
- 6.4 Questions. Interested parties may submit a request for clarification, modifications, or questions to the Court using the Question and Answer Submission Form, provided in Attachment 12, Question and Answer Form. Requests shall be submitted via email to bidquestions@alameda.courts.ca.gov no later than the date specified in the RFP timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Court shall be made only through the email address.
- 6.5 The Court will not accept telephone calls related to the RFP. All communications must be made with the Question and Answer Submission Form Attachment 12.

7.0 PROPOSAL CONTENTS

- 7.1 Technical Proposal. The following information must be included in the technical proposal (Attachment 15). A Proposal lacking any of the following information may be deemed non-responsive.
- a. The Prospective Bidder's name, business address, telephone and fax number, and federal tax identification number.
- Note: If the Prospective Bidder is a sole proprietor using his/her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as the Prospective Bidder's designated representative for purposes of this RFP.
 - c. The Prospective Bidder will provide a detailed to each item in the technical proposal questionnaire. Any incomplete technical proposal lacking a detailed response to any of the items may be deemed non-responsive. If the space

provided is not enough, the Prospective Bidder may attach a separate sheet with his/her response.

- d. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Prospective Bidder must check the appropriate box and sign the form. If the Prospective Bidder marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Prospective Bidder **must** also submit (i) a red-lined version of the IT Agreement (Attachment 2) that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

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

- e. Certifications, Attachments, and other requirements.
 - i. The Prospective Bidder must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
 - ii. The Prospective Bidder must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
 - iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
 - iv. Copies of the Prospective Bidder’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
 - v. The Prospective Bidder must complete the Payee Data Record Form (Attachment 6) and submit the completed form with its proposal.

Note: The Court reserves the right to request Prospective Bidder's proof of financial stability. The Court may request this information at any time during the solicitation process.

- vi. The Prospective Bidder must complete the Iran Contracting Act Certification (Attachment 9) and submit the completed certification with its proposal.
- vii. The Prospective Bidder must complete the Unruh Civil Rights Act (UNRUH) and California Fair Employment and Housing Act (FEHA) Certification (Attachment 8) and submit the completed certification with its proposal.
- viii. The Prospective Bidder must complete the Reference Check Form (Attachment 13) and submit the completed form with its proposal.
- ix. The Prospective Bidder must complete the Contact Sheet (Attachment 14) and submit the completed form with its proposal.

7.2 Cost Proposal. The following information must be included in the cost proposal (Attachment 16). A proposal lacking any of the following information may be deemed non-responsive.

- a. IT Goods:
 - i. The cost per unit for the goods described in the Technical information.
 - ii. Shipping and Delivery charges for goods described in Technical information to different Court's locations.
- b. IT Services: Prospective Bidder must complete Attachment 16, Cost Proposal Template, and submit with the Cost Proposal.
- c. Pricing and Price Adjustments
 - i. Contractor must submit pricing in the form and format as specified in this RFP (Attachment 16).
 - ii. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a Contractor's invoice.
 - iii. The Contractor's cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Court if the contract is renewed after the

initial term. The Contractor must explain the proposed process to implement price changes, and how the Court will be notified.

- iv. It is unlawful for any person engaged in business within this State to sell or sue any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions code.

8.0 OFFER PERIOD

A Prospective Bidder’s proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

9.0 EVALUATION OF PROPOSALS

The Cost proposals will be publicly opened at the date and time noted in the RFP Timeline. At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. The Court will not make an award to a bidder with a technical score less than 75% of the overall technical score.

- 9.1 Evaluation Committee. The Court will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. All proposals received from Contractors will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”. The name, units, or experience of the individual members will not be made available to the any Contractor.
- 9.2 Evaluation of Cost Sheets/Cost Proposal. Cost sheets, cost proposals, and/or submitted quotes, may be reviewed only if a proposal is determined to be otherwise qualified. Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated Contractor, either on the bases of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.
- 9.3 Requests for Additional Information. The Court reserves the right to seek clarification on additional information from any Contractor throughout the solicitation process. The Court may require a Contractor’s representative to answer any questions during the evaluation process with regard to the Contractor’s proposal. Failure of a Contractor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.
- 9.4 Minimum Qualifications. To be considered for full evaluation and possible reward, Contractors must meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining

experience, expertise, and resources of Contractor and any proposed Subcontractors).

No.	Minimum Qualification
1	Five (5) or more years of experience providing quotes for government entities, public sector clients. Such services to be the same or substantially similar to those described in description of Goods and/or Services (Scope of Work). Contractor's proposal shall include the contact information, contract value, duration and time frame and must identify the agency if a government entity.
2	Contractor shall not be currently under suspension or debarment by any state or federal government agency and Contractor shall not be tax delinquent with the State of California or Federal Government (reference Additional Document, "Bidder/Prospective Bidder Submissions Forms & Certifications").
3	Contractor must hold any/all required licenses and permits to conduct business in the State of California, County of Alameda and, if a corporation, must be in good standing within the State of California.
4	Contractor must meet insurance requirements or show proof of ability to meet the requirements of such coverage, as set forth in Attachment 2, IT Agreement.
5	Contractor shall certify that is 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. (Reference Additional Document, "Bidder/Prospective Bidder Submission Forms & Certifications").
6	Pursuant to Public Contract Code (PCC) section 2204, and Iran Contract Act certification is required for solicitations of goods or services of \$1,000,000 or more. Contractor must complete the Iran Contracting Act Certification and submit the completed certification with its proposal as applicable. (Reference Additional Document, "Iran Contracting Act Certification Form").
7	Pursuant to Public Contract Code (PCC) section 2010, an Unruh Civil Rights Act certification is required for solicitations of goods or services of \$100,000 or more. Contractor must complete the Unruh Civil Rights Act Certification and submit the completed certification with its proposal as applicable. (Reference Additional Document, "Unruh Civil Rights Act Certification Form").

The Contractor must specifically state in its Executive Summary how it meets/complies with or will meet/comply with each minimum qualification specified above. Subject to the Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing

minimum qualifications may be considered for a full evaluation and a possible contract award.

- 9.5 Evaluation Criteria. If the contract will be awarded, the Court will post an intent to award notice at <http://www.alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities>. Although some factors may be weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

CRITERION	MAXIMUM NUMBER OF POINTS
Cost/Pricing factors. Cost/Price must be inclusive. At no time after submission of its proposal will Contractor increases be considered for any reason.	40
Technical Proposal. Contractor will be rated on the quality of the Work Plan and Methodology submitted in the Proposal, including Contractor's commitment to high quality customer service, and Contractor's ability to meet the service level requirements.	40
Experience on Similar Assignments and Financial Qualifications.	10
Acceptance of Terms and Conditions. Contractor will be rated on its acceptance of the Court's IT Agreement provided in Attachment 2. <u>Note:</u> If Contractor does not take exception to any specific term, provision, or condition, Contractor shall be deemed to have accepted Attachment 2, IT-Agreement, "as is."	10
TOTAL POINTS (Not including DVBE Incentive)	100
DVBE Incentive. Contractors that qualify for the DVBE incentive will receive the additional DVBE Incentive points.	5

10.0 INTERVIEWS

The Court may conduct interviews with Prospective Bidders to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Prospective

Bidders for any costs incurred in travelling to or from the interview location. The Court will notify eligible Prospective Bidders regarding interview arrangements.

11.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Except as required by law, the Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Prospective Bidder that is not a publicly-traded corporation. All other information in proposals may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court’s right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Prospective Bidder prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Prospective Bidder to the potential public disclosure of its proposal content, as set forth in this Section 12. **Prospective Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

Eligibility for an application of the DVBE incentive is governed by the Court’s DVBE Rules and Procedures. Prospective Bidder will receive a DVBE incentive if, in the Court’s sole determination, Prospective Bidder has met all applicable requirements. If Prospective Bidder receives the DVBE incentive, a number of points will be added to the score assigned to Prospective Bidder’s proposal. The number of points that will be added is specified in Section 10.5 above.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Prospective Bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Prospective bidder wishes to seek the DVBE incentive:

1. Prospective Bidder must complete and submit with its proposal the Bidder

Declaration (Attachment 10). Prospective Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.

2. Prospective Bidder must submit with its proposal a DVBE Declaration (Attachment 11) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Prospective Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Prospective Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Prospective Bidder will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Prospective Bidder not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Prospective Bidder not receiving the DVBE incentive.

If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

If Prospective Bidder receives the DVBE incentive: (i) Prospective Bidder will be Required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Prospective Bidder must use any DVBE subcontractor(s) identified in its proposal unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

13.0 SMALL BUSINESS PREFERENCE

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

Eligibility for and application of the small business preference is governed by the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Prospective Bidder will receive a small business preference if, in the Court's sole determination, the Prospective Bidder has met all applicable requirements. If the Prospective Bidder receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in

connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

To receive the small business preference, the Prospective Bidder must be either (i) a Department of General Services (“DGS”) certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

If the Prospective Bidder wishes to seek the small business preference, the Prospective Bidder must complete and submit with its proposal the Small Business Declaration (Attachment 7). The Prospective Bidder must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in the Prospective Bidder not receiving the small business preference. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in the Prospective Bidder not receiving the small business preference.

If the Prospective Bidder receives the small business preference, (i) the Prospective Bidder will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE SMALL BUSINESS PREFERENCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Prospective Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to the Court address listed below via certified mail including signature required upon delivery. Personal and hand delivery of Protests will not be accepted.

Superior Court of California, County of Alameda
Finance and Facilities Division
Attention: Eddie Sanchez
RFP **SC 1901.2024.1.JG**
1225 Fallon Street, Room 210
Oakland, CA 94612

RFP Title: **Audio-Video and IT Equipment: Installation, Maintenance and Repair Services**
RFP Number: **SC 1901.2024.1.JG**

The deadline to submit an Award Protest is five (5) business days after the Court posts the Intent to Award. Protests must be sent to the Court address listed below via certified mail including signature required upon delivery. Personal and hand delivery of Award Protests will not be accepted.

Superior Court of California, County of Alameda
Finance and Facilities Division
Attention: Eddie Sanchez
RFP SC 1901.2024.1.JG
1225 Fallon Street, Room 210
Oakland, CA 94612