

# Request for Quote

#2023-01

## **THIS IS NOT AN ORDER**

The **Superior Court of California, County of Alameda** (the “Court”) is seeking qualified and experienced contractors to provide installation, maintenance, and repair services for the Court’s Audio-Video Systems and IT Equipment in nine (9) courthouse locations in Alameda County.

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.

The Court anticipates awarding one or more contractor(s) to provide the services detailed in this solicitation document for a term of one (1) year.

### **QUOTE DUE DATE AND TIME:**

**April 26, 2023 at 2:00 p.m. 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](mailto:bidquestions@alameda.courts.ca.gov)

### **Required Documents for Submission:**

- **Attachment B:** Bidder’s Acceptance of Terms and Conditions (Attachment A-IT Agreement).
- **Attachment C:** Unruh Civil Rights Act
- **Attachment D:** Payee Data Record Form
- Completed and Signed RFQ

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

- ☐ lowest responsive quote
- ☒ highest scored quote (evaluation criteria:

**Services must be performed, and any Work Product delivered, by:**

**Est. contract start date:**  
**May 15, 2023**

<p>Cost – 40 points</p> <p>Project Plan/Service Methodology – 30 points</p> <p>Experience – 10 points</p> <p>Acceptance of Terms and Conditions – 10 points</p> <p>References – 10 points</p> <p>DVBE incentive – 3 points</p>	
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**QUOTE**

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**Court's Requirements and Description of the Work**

- Contractor will provide 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 at all Court locations.
- The Contractor will provide standard and emergency assistance and repair at all court locations on an as needed basis.
- Contractor's invoice will include date, time, staff name, work detail, and the person authorizing the service.
- The Work shall be in compliance with all applicable standards, statutory regulations, and safety requirements.
- Preventative Maintenance Services
  - i. 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.
  - ii. 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.
  - iii. The Contractor shall perform and maintain an inventory of AV equipment.
  - iv. The Contractor shall provide the Court with audio-video industry updates on new technologies and best practices for installed and portable equipment.

- v. Contractor shall provide software upgrades, patches, and small programming as necessary or required for the audio-visual system controllers.
- Maintenance Repair Services
  - i. The Contractor shall provide a toll-free number to receive both urgent and standard service request calls from Court personnel during standard business hours.
  - ii. Contractor shall coordinate and provide standard on-site maintenance and assessment of malfunctioning equipment within two (2) days of the request.
  - iii. 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.
  - iv. Contractor shall coordinate and provide service location maintenance and repair of malfunctioning equipment for all Court locations (Section 3).
  - v. 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.
  - vi. If applicable, the Contractor shall provide and install loaner equipment if repairs are to exceed forty-eight (48) hours and assistance in securing that equipment from a third-party contractor if necessary.
- Training and Consulting Services
  - i. 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.
  - ii. The Contractor will make all commercial efforts to provide immediate remote telephone consultation services for new equipment and technology assessment and solutions inquiries.
  - iii. 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.
  - iv. The Contractor shall program, test, and configure new and existing equipment and ensure successful integration and operation.

- **Installation Services**
  - i. 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.
- **Reporting Services**
  - i. The Contractor will provide a biannual service report of all Maintenance and Services Work completed to the Project Manager.
- **Equipment and Replacement Parts**
  - i. The Contractor will design and implement new installations and replace equipment and parts as needed with a similar name brand or identical model. 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, fixtures, and standard accessories normally 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.

### **Court Locations**

Rene C. Davidson Courthouse	1225 Fallon Street, Oakland, CA 94612
Wiley W. Manuel Courthouse	661 Washington Street, Oakland, CA 94607
Administration Building	1221 Oak Street, Oakland, CA 94612
East County Hall of Justice	5151 Gleason Drive, Dublin, CA 94568
Hayward Hall of Justice	24405 Amador Street, Hayward, CA 94544
Fremont Hall of Justice	39439 Paseo Padre Parkway, Fremont, CA 94538
George E. McDonald Hall of Justice	2233 Shoreline Drive, Alameda, CA 94501
Juvenile Justice Center	2500 Fairmont Drive C3013, San Leandro, CA 94578
Berkeley Courthouse	2120 Martin Luther Kind Jr. Way, Berkeley, CA 94704

**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	April 13, 2023
Pre-Quote Conference	April 19, 2023, 10am-11am <a href="https://alameda-courts-ca-gov.zoomgov.com/j/1607049165?pwd=VWdnSVRWb0dFUVNKWlNURHgZSDc0QT09">https://alameda-courts-ca-gov.zoomgov.com/j/1607049165?pwd=VWdnSVRWb0dFUVNKWlNURHgZSDc0QT09</a>
Latest date and time proposal may be submitted	April 26, 2023, no later than 2:00 PM Pacific Time
Evaluation of Quotes	April 26, 2023 – May 1, 2023
Notice of Intent to Award	May 1, 2023
Negotiations and execution of contract ( <i>estimate only</i> )	May 1, 2023, to May 12, 2023
Contract start date ( <i>estimate only</i> )	May 15, 2023
Contract end date ( <i>estimate only</i> )	May 14, 2024

**Cost Proposal**

The Contractor must submit pricing, using the below tables, that reflects the anticipated work to be performed and payment provisions that would be set forth in a subsequent contract, if awarded.

- PRICING FOR MAINTENANCE AND REPAIR SERVICES**

Propose a fixed unit price per hour, below, for the services identified. Include additional cost not identified on the list below.

<b>Proposed Rate Description</b>	<b>Standard Business Hours</b>	<b>Non-Standard Business Hours</b>	<b>Travel Fees</b>	<b>Response Provided</b>
Preventative Maintenance				Pre-Scheduled Event
Labor at Court Location				Within 2 business days
Contractor Service Location				Within 2 business days
Emergency Assistance at Court Location				Within 4 business hours
Emergency Assistance at Contractor Service Location				Within 4 business hours
Training and Consulting				Pre-Scheduled Event

- **PRICING FOR CANCELLATION FEES**

Propose a fixed unit price, below, for the cancellation fees.

<b>Policy</b>	<b>Fees</b>
Cancellation of a scheduled or non-scheduled event less than 12 hours prior to the event's start	
Cancellation of a scheduled or non-scheduled event 12-24 hours prior to the event's start.	
Cancellation of a scheduled or non-scheduled less than 12 hours prior to the event's start	
Cost incurred to Third Party contractors, if applicable	

- **PRICING FOR MISCELLANEOUS COST**

Propose a fixed unit price per item, below, for miscellaneous cost and services.  
Include those cost and services not identified below.

<b>Miscellaneous Cost</b>	<b>Fees</b>
Repair and Replacement Parts (covered equipment provide % markup)	
Rental Supplement for loaner support (nonstock)	
Contractor Services Technician (Control Programming)	
Contractor Services Technician (Network/Structured Cabling)	

- **ESTIMATED ANNUAL COST FOR LABOR**

The Court received approximately 200 hours of work last year. Please provide an estimate on Labor Charges for 200 hours of work.

**TOTAL COST** = \_\_\_\_\_

Total cost must be included to be considered.

The Quote will be rated on the quality of the work plan and methodology submitted in the Quote, including the Contractor's commitment to high quality customer service, and Contractor's ability to meet service level requirements detailed in the Description of the Work.
Describe your experience providing these services to other similarly sized organizations.
Provide a list of the key personnel who will be providing services and a brief description of their experience.
Please provide a list of three (3) references to whom you have provided similar services. Please include organization name, contact, email, and phone number, and the date when the services were provided.

Name of Project Manager and Contact Information

<b>Contractor name</b>	
<b>Contractor address</b>	
<b>Phone number</b>	
<b>E-mail address</b>	

If selected by the Court, Contractor agrees (i) to perform the requested services at the prices specified above, (ii) to perform the services and deliver the Work Product to the Court by the date specified above, and (v) that the purchase will be governed solely by the Court's contract (attached) without regard to any additional or other terms and conditions proposed by Contractor. Contractor acknowledges that this RFQ is governed by the Court's Rules Governing IT RFQs.

<b>Contractor Signature</b>		<b>Title</b>	
<b>Printed Name</b>		<b>Date</b>	

### Rules Governing IT RFQs

<p><b>Submission of Quotes.</b> Contractor must sign and submit its quote using the Court's form. Quotes may be submitted only to the Court's solicitation inbox <a href="mailto:bidquestions@alameda.courts.ca.gov">bidquestions@alameda.courts.ca.gov</a>. 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.</p>
<p><b>Faxed Quotes.</b> The Court will not accept faxed quotes for this RFQ.</p>
<p><b>Process.</b> 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 Contractor 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.</p>
<p><b>Offer Period.</b> Contractor 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 Contractor. Quotes cannot be changed or withdrawn after the Quote Due Date and Time; Contractor's quote is an irrevocable offer for ninety (90) days following the Quote Due Date and Time.</p>
<p><b>Terms.</b> Upon award of the contract, the Court will issue a contract (in the form of the contract attached to the RFQ) to the selected contractor(s). Quotes that reference other terms and conditions, or propose changes to the Court's contract, may be rejected. If the selected contractor rejects or attempts to amend or supplement the Court's contract, the Court may cancel the award and award the contract to the next qualified contractor.</p>
<p><b>Award Basis.</b> If the "lowest responsive quote" box is checked, the contract will be awarded (if at all) to the responsible Contractor that submitted the lowest responsive quote. If the "highest scored quote" box is checked, the contract will be awarded (if at all) to the responsible Contractor 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 contractors, who may attend the coin toss at their own expense. Note: in the event of a tie involving a contractor that received the small business preference, additional rules regarding ties may apply. During the evaluation process, the Court may require Contractor to answer questions or provide clarifications with regard to Contractor's quote. Failure to answer such questions or provide the requested clarifications may result in the quote being deemed non-responsive.</p>
<p><b>Payee Data Record.</b> Contractor must complete and submit to the Court a Payee Data Record form.</p>
<p><b>Certifications.</b> Contractor certifies: (i) [<i>Darfur Contracting Act</i>] it is not a "scrutinized company" as defined in Public Contract Code ("PCC") 10476 (applicable if Contractor currently or within previous three years has had business activities or other operations outside of the United States); (ii) [<i>Congolese Conflict Minerals</i>] it is not a "scrutinized company" as defined in Public Contract Code ("PCC") 10490(b), or the goods or services Contractor would provide to the Court are not related to products or services that are the reason Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934; (ii) [<i>DVBE Violation</i>] Contractor 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 (iii) [<i>Tax delinquency</i>] 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.</p>
<p><b>DVBE Incentive.</b> Eligibility for and application of the DVBE incentive are governed by the Court's DVBE Rules and Procedures. Contractor will receive a DVBE incentive if, in the Court's sole determination, Contractor has met all applicable requirements.</p>

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

**For lowest responsive quote RFQs:** if Contractor 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 Contractor receives the DVBE incentive, a specified number of points will be added to the score assigned to Contractor'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, Contractor may have an approved Business Utilization Plan ("BUP") on file with DGS.

If Contractor wishes to seek the DVBE incentive:

1. Contractor must complete and submit with its quote the "Bidder Declaration" document (available from the Court upon request). Contractor must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Contractor 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 Contractor is itself a DVBE, it must complete and sign the DVBE Declaration. If Contractor will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Contractor 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 Contractor 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 Contractor not receiving the DVBE incentive.

If Contractor receives the DVBE incentive: (i) Contractor will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Contractor 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 Contractor from full compliance with RFQ specifications.

**Protests.** Pursuant to Section 10 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 Contractor prior to the disclosure of the quote (or portions thereof). Accordingly, Contractor 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.