



Superior Court of California, County of Kern

Request for Quote No. RFQ2023-12

The Superior Court of California, County of Kern (the "Court") is considering the purchase of certain IT and IT goods and services. If Vendor is interested in selling these goods to the Court, it must complete and sign the quote below and submit it to the Court.

RFQ Issue Date: September 14, 2023

Quote Due Date and Time: No later **than 3:00 p.m. on Tuesday, October 3, 2023.** The Court must receive the quote before the Quote Due Date and Time.

Submit Quote Via:

- E-Mail to: purchasing@kern.courts.ca.gov OR
- Deliver to 1415 Truxtun Ave., Rm 212, Bakersfield, CA 93301

Court Contact: Leticia Rojo at Leticia.Rojo@kern.courts.ca.gov interested bidders must submit any questions regarding this quote or the items listed in writing to the buyer at the email listed above.

Delivery:

- Goods must be delivered to the Court's within 60 days from receipt of order.

Award Basis:

- Lowest Responsive Quote

Instructions to Bidder:

1. Review description of each required item. Provide quote/unit and calculate the extended cost. Unit Cost quoted is used to calculate extension costs.
2. Review Rules Governing Non-IT and IT Goods and Services RFQs (available at <https://www.courts.ca.gov/documents/jbcl-manual.pdf>).

Notes:

1. Vendor must submit a copy of its California Sellers's Permit with its quote (see the Rules Governing Non-IT and IT Goods and Services RFQ (available at <https://www.courts.ca.gov/documents/jbcl-manual.pdf>) for additional details.
2. Vendor must submit completed Payee Data Record.

3. Vendor must bid the make and models of product as listed only - No other Mfg. is acceptable.

List of Goods and Price Quote (not including tax)

Item No.	Description	Quantity	U/M	Unit Cost	Extension
1	Four input 4k/60 Seamless Scaling switchers Make/Model: Extron IN1804DI	2	EACH		
No Equivalent	Item No.: 60-1699-12				
2	Ultra Flexible Premium High speed HDMI cables - Make/Model: Extron HDMI Ultra/1.5	7	EACH		
No Equivalent	Item No.: 26-663-02				
3	Ultra Flexible Premium High speed HDMI cables - Make/Model: Extron HDMI Ultra/3	3	EACH		
No Equivalent	Item No.: 26-663-03				
4	Ultra Flexible Premium High speed HDMI cables - Make/model: Extron HDMI Ultra/6	5	EACH		
No Equivalent	Item No.: 26-663-06				
5	Ultra Flexible Premium High Speed HDMI Cables – Make/Model Extron HDMI Ultra/9	2	EACH		
No Equivalent	Item No: 26-663-09				
6	Ultra Flexible Premium High speed HDMI Cables – Make/Model: Extron HDMI Ultra/12	3	EACH		
No Equivalent	Item No.: 26-663-12				
7	IP Link Pro Control Processor Make/Model: Extron IPCP255Qxi	3	EACH		
No Equivalent	Item No.: 60-1914-01				
8	7” Tabletop TouchLink Pro Touchpanel Make/Model: Extron TLP Pro 725T	2	EACH		
No Equivalent	Item No.: 60-1562-02				
9	10” Tabletop TouchLink Pro Touchpad Make/Model: Extron TLP Pro 1025T	3	EACH		
No Equivalent	Item No.: 60-1565-02				

10	Swivel Mount Adapter Make/Model: Extron SMA-2	1	EACH		
No Equivalent	Item No.: 70-1138-02				
11	Basic Rack shelf for 9.5" deep products Make/Mode: Extron RSB 129	2	EACH		
No Equivalent	Item No.: 60-604-02				
12	Universal Rack shelf kit for 9.5" deep product Make/model: Extron RSU 129	2	EACH		
No Equivalent	Item No.: 60-190-01				
13	1U 6" D Universal Rack shelf kit Make/Model: Extron RSB 126	6	EACH		
No Equivalent	Item No.: 60-190-10				
14	Four output 4k/60 HDMI DA Make/Model: Extron DA4 HD 4K PLUS	2	EACH		
No Equivalent	Item No.: 60-1608-01				
15	Four output DTP Distribution Amplifiers Make/Model: Extron DTP HD DA4 4K 230	1	EACH		
No Equivalent	Item No.: 60-1437-01				
16	DTP Receiver for HDMI Make/Model: Extron DTP HDMI 4K 230 Rx	7	EACH		
No Equivalent	Item No.: 60-1271-13				
17	DTP Transmitter HDMI Make/Model: Extron DTP HDMI 4K 230 Tx	1	EACH		
No Equivalent	Item No.: 60-1271-12				
18	HDMI Decorator Style Rx, Black Make/Model: Extron DTP R HWP 4K 231 D	3	EACH		
No Equivalent	Item No.: 60-1531-12				
19	DTP Transmitter for HDMI Decorator Style Wall plate, Black Make/Model: Extron DTP T HWP 4K 231 D	2	EACH		
No Equivalent	Item No.: 60-1421-12				

20	XTP DTP 24 Jack, Package of 10 Make/Model: Extron XTP DTP 24 Jack	2	EACH		
No Equivalent	Item No.: 101-023-01				
21	XTP DTP 24 Plug, Package of 10 Make/Model: Extron XTP DTP 24 plug	2	EACH		
No Equivalent	Item No.: 101-005-02				
22	Precision-terminated Shielded twisted cables for XTP Systems and DTP Systems Make/Model: Extron XTP DTP 24/3	5	EACH		
No Equivalent	Items No.: 26-702-03				
23	Shielded Twisted pair cable for XTP systems and DTP systems Make/Model: Extron XTP DTP 24/1000	1	EACH		
No Equivalent	Item No.: 22-236-03				
24	Universal RJ-45 Termination Tool and Die Make/Model: Extron CTU 45	1	EACH		
No Equivalent	Item No.: 101-024-01				
25	Receiver Make/Model: Extron USB Extender Plus R	2	EACH		
No Equivalent	Item no.: 60-1471-13				
26	IP Link Pro Power and Device control Processor Make/Model: Extron IPCP Pro PCS1xi	1	EACH		
No Equivalent	Item No.: 60-1910-01				
27	PTZOptics Link 4K PTZ Camera 30X Make/Model: PTZ Optics Link 4k camera	2	EACH		
No Equivalent	Item No.: PT30X-LINK-4K-GY				
28	Large Wall Mount for move 4K 30X & Link 4K 30X Make/Model: PTZ Optics Link 4K wallmount	2	EACH		
No Equivalent	Item No.: PT-WM-3-BK				
29	4k UHD Visualizer Make/Model: Wolfvision VZ-8-UHD	2	EACH		

30	8x1G PoE+125W 2x1G and 2xSFP Managed Switch Make/Model: Netgear M4250-10G2f-PoE+	5	EACH		
No Equivalent	Item NO.: GSM4212P				
31	8x1G PoE+ 110W 1x1G and 1xSFP Managed Switch Make/Model: Netgear M4250-9G1F-PoE+	5	EACH		
No Equivalent	Item No.: GSM4210PD				
32	Tripp Lite PDU Metered Isobar Surge 120V 15A 5-15R 14 Outlet 5-15P 1URM Make/Model: Trip Lite PDUMH15-ISO	3	EACH		
33	HD & 4K Video over IP Multiviewer Make/Model: RGB Spectrum Zio 3000	1	EACH		
No Equivalent	Item No.: D3000 Multiviewer				
34	1200W/4-channel Flexible Amplifier Make/Model: Powersoft QUATTROCANALI 1204 DSP	2	EACH		
35	22" Full HD (1920x1080) Touch screen monitor Make/Model: Planar PCT2235	6	EACH		
36	TeamConnect Ceiling2 Make/Model: Sennheiser TCC2	2	EACH		
No Equivalent	Item No.: Article no. 507488				
37	43" Ultra High Definition Commercial Display Make/Model: NEC ME431	1	EACH		
38	Table Top Stand Make/Model: NEC ST-43M	1	EACH		
39	65" Ultra High Definition Commercial Display Make/Model: NEC ME651	4	EACH		
40	98" Ultra High Definition Professional Display Make/Model: NEC M981	1	EACH		

41	Universal Tilting Mount or Flat Panels up to 300 lb./136 kg. Make/Model: Premier Mount CTM-M53	1	EACH		
42	Tilting low-profile Mount for flat panel display Make/model: Premier Mount PS080T	1	EACH		
43	SRSR Series Slide out Rotating Rail System Rack Make/Model: Middle Atlantic SRSR-4-12	1	EACH		
44	4K/60 Annotation Processor W/USB Extension Make/Model: Extron Annotator 401	2	EACH		
No Equivalent	Item No.: 60-1731-01				

Notes:

1. The listed equipment and quantities is for immediate delivery to complete in-courtroom modernization of the sound systems.
2. All equipment will be NEW and unused.
3. Will your bid pricing stay firm for any additional purchases for the next 12 months:
_____ (YES/NO)
4. Attached Exhibit A provides the breakdown of equipment by courtroom for initial purchase. If Dept. 16 installation is approved, Dept. 15, Dept. 2 and Dept. 18 will have the same set up and additional items listed under Dept. 16 will be ordered – See column labeled Dept. 16.
5. If budget allows, Dept. 5 and 6 may also be added and set up to duplicate Dept. 16 and additional items ordered at that time.
6. No partial shipments will be accepted.

QUOTE TERMS – TO BE COMPLETED/SIGNED BY VENDOR

	<p>COOPERATIVE AGREEMENTS: The Superior Court of California, County of Kern participates in cooperative agreements such as NASPO-Value Point; U.S. Communities, NJPA, NPP and others. Please provide the best pricing available to the Courts.</p>				
	<p>FREIGHT/SHIPPING/HANDLING COSTS: If you are not quoting F.O.B. Destination in the unit cost, please indicate the freight, or a freight not-to-exceed amount. This cost will be considered in the award basis</p>	1	LS	\$ _____	\$ _____
	<p>CALIFORNIA TAXES: Is this taxable? Yes _____ No _____ Include the current sales tax amount, if applicable. The County pays sales tax at the rate of 8.25 % for items delivered in Kern County. Identify items that are taxable.</p>	1	LS		\$ _____
	<p>PAYMENT TERMS: Please provide your payment terms (i.e. "Net", "Net 30", etc.):</p>	_____			
	<p>DELIVERY DAYS: Delivery will be made in _____ days after receipt of purchase order</p>	_____ days			
	<p>VENDOR QUOTE NOTES: Please provide any notes or details regarding your quote that the Court needs to be aware of.</p>				

If selected by the Court, Vendor agrees (i) to sell the requested goods to the Court at the prices specified above, (ii) to deliver the goods to the Court by the dated specified above, and (iii) that the purchase will be governed solely by the Courts Purchase Order Terms and Conditions (attached) 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 and IT Goods and Services RFQs (attached).

Submitted by: _____

 (Print or type name and title)

Vendor Name: _____
 Address: _____

Signature: _____

Email: _____
 Phone: _____
 Fax: _____
 TAX ID: _____

Rules Governing IT Goods and Services RFQs

Submission of Quotes. Vendor must sign and submit its quote using the Court’s form. Quotes may be submitted by mail (to the address specified on the quote) or by fax (to the fax number specified on the quote). 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. All pages of a faxed quote received before the Quote Due Date and Time will be considered the complete quote. Please be advised that there may be a heavy demand placed on the fax machine receiving quotes and the Court assumes no responsibility if Vendor cannot transmit its quote via fax, or if the entire quote is not received before the Quote Due Date and Time.

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 ninety (90) days 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.

Award Basis. If the “lowest responsive quote” box is checked, the contract will be awarded (if at all) to the responsible Vendor 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 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 regarding Vendor’s quote. Failure to answer such questions or provide the requested clarifications may result in the quote being deemed non-responsive.

Seller’s Permit and Payee Data Record. Vendor must submit with its quote, for itself and each of its affiliates that make sales for delivery into California, a copy of either (a) a California seller's permit issued under Revenue and Taxation Code (“RTC”) 6066 et seq. or (b) a certificate of registration issued under RTC 6226. If awarded the contract, 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.

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 responsive quote 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. 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). Failure 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 Quote Due Date and Time. Protests should be sent to the Court Contact on the page 1 of 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.