



REQUEST FOR QUOTE

Quote No. 10-2013-CFF

Closing Date: March 27, 2014, 4:00 P.M. (PDT)

The Superior Court of California, County of Fresno (Court), is seeking a qualified vendor to provide **custom imprinted case file folders** as specified on the attached RFQ Detail Sheet (Sheet).

GENERAL PROVISIONS

1. Quotes must be submitted using the attached Sheet.
2. Quotes must include all costs for the quantities provided – e.g. shipping and tax. Costs not included in the submitted quote will be ineligible for payment.
3. The Court will award the lowest responsible bidder.
4. Samples of the case file folders (with necessary language, type, etc.) **MUST** be obtained from the Fiscal Department, Procurement Division, located at 1100 Van Ness, 8th Floor, Fresno, CA, 93724. Please call (559) 457-2099 prior to picking up your folder samples. The Court will not be responsible for errors or omissions by vendors who provide a quote without receiving sample folders.
5. The awarded vendor will be required to sign a Printed Products Agreement.
6. F.O.B. Point shall be destination or freight charges must be stated in quote. Goods must be delivered as specified on the Sheet.
7. All correspondence, including final quotes, shall be submitted in writing to the solicitations box (solicitations@fresno.courts.ca.gov). Quotes submitted after the closing date and time listed above will not be accepted.
8. Incomplete quotes may be grounds for rejection of the submitted quote.
9. The Court may cancel this RFQ for any or no reason after the due date and time listed above, the Court may reject all quotes and cancel this RFQ if the Court determines that: 1) the quotes received are not competitive; 2) the cost is not reasonable; 3) the cost exceeds the amount expected; or 4) awarding the quote is not in the best interest of the Court.

NOTICES

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 of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and nonresponsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is **March 27, 2014**.

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 Section 17030 of the Business and Professions Code.

A quote for substitutions will not be accepted.

Attachments:

- RFQ Detail Sheet
- PO Terms and Conditions
- Printed Products Agreement

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE: BY DELIVERING THE ORDERED GOODS OR COMMENCING PERFORMANCE UNDER THIS ORDER, VENDOR AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS IN OR REFERENCED BY THIS DOCUMENT (COLLECTIVELY, THE "ORDER"). VENDOR'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THIS ORDER'S TERMS AND CONDITIONS MAY ONLY BE VARIED BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE.

AUDIT RIGHT: Vendor agrees to maintain records relating to performance and billing by Vendor under this Order for a period of four years after final payment. During the period of time that Vendor is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

DELIVERY AND PACKING SLIPS: Time is of the essence to delivery and any other performance required of Vendor. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by the Court unless it is expressly included on the face of this Order. Unless stated otherwise in this Order, the shipping point for all deliveries under this Order will be F.O.B. "Destination." Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Vendor must arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

INDEMNITY: VENDOR WILL INDEMNIFY AND HOLD HARMLESS THE COURT, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER, (II) AN ACT OR OMISSION OF VENDOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, (III) THE INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR OTHER RIGHTS BY THE GOODS OR SERVICES PURCHASED HEREUNDER, (IV) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT OR DELIVERY AND ACCEPTANCE OF THE GOODS AND SERVICES. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE COURT.

INSPECTION AND ACCEPTANCE: Notwithstanding any prior inspection or payments, all goods and services delivered hereunder are subject to final inspection and acceptance or rejection by the Court at any time within thirty days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Vendor's expense and risk. Payment does not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

INSURANCE: Vendor will maintain insurance that is sufficient in scope and amount to permit Vendor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Vendor's performance of this Order. Vendor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Order.

INVOICES, PAYMENT AND SETOFF: The Court has no obligation to pay for any item until one original and two copies of a correct, itemized invoice for the item is received at the address shown on the face of this Order. Payment is due thirty days from receipt of a correct, itemized invoice. Each invoice must be printed on Vendor's standard printed bill form, and must include at a minimum (i) the Order number, (ii) Vendor's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the goods received and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in an invoice will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Vendor within thirty days from Vendor's receipt of a debit memo or other written request for payment by the Court. The Court has the right at any time to set off any amount owing from Vendor to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

LEGAL COMPLIANCE: (a) Vendor must observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this Order. (b) Vendor and its subcontractors, if any, must not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Vendor must ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Vendor and its subcontractors, if any, must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Vendor must comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA, as well as California's Fair Employment and Housing Act (Government Code section 12990 et seq.). (d) This Order incorporates the terms and conditions set forth in the document entitled "JBCL Required Provisions," posted at http://www2.courtinfo.ca.gov/phoenix_termsandconditionsRev09182012.pdf.

MATERIAL SAFETY DATA SHEETS: If some or all of the goods being provided by Vendor are on CAL OSHA's "Hazardous Substances List," Vendor will, upon request, forward a completed Material Safety Data Sheet (MSDS) to the Court.

RISK OF LOSS: Vendor bears the risk of loss or damage to the ordered goods until Vendor delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the face of this Order. Notwithstanding such delivery, Vendor bears the risk of loss or damage to the goods purchased under this Order in the event of and from the time the Court gives notice of rejection or termination of this Order.

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Vendor is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agents or employees will be considered agents or employees of the Court. Vendor may not assign, subcontract, or delegate its obligations under this Order without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void.

TERMINATION: The Court may terminate all or part of this Order for any or no reason at any time by giving notice to Vendor. Should Court terminate this Order for convenience, the Court's liability will be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. For termination of any separate services specifically ordered, liability will be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate will be used in determining a reasonable price. Upon receipt of a termination notice, Vendor must, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

WARRANTIES: Vendor warrants that all goods delivered will (a) be free from defects in workmanship, material, and manufacture (including, without limitation, defects which could create a hazard to life or property); (b) be new, not refurbished or reconditioned, unless stated otherwise in this Order; (c) be of merchantable quality and fit for the purposes intended by the Court to the extent disclosed by Vendor; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations. Vendor further warrants that all services will be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

PRINTED PRODUCTS AGREEMENT

This Printed Products Agreement ("Agreement") is effective as of month day, year ("Effective Date"), and is attached to, and made a part of, that certain **Purchase Order 44000xxxxx** dated as of **DATE** ("BPO"), by and between Superior Court of California, County of Fresno ("Court") and Contractor name ("Contractor").

RECITALS

WHEREAS, Court wishes to procure printed case file folders from Contractor, and

WHEREAS, Contractor wishes to provide such printed products in accordance with the terms specified on the BPO and herein,

NOW, THEREFORE, in consideration of the mutual covenants, promises, obligations and conditions set forth on the BPO and herein, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Court and Contractor, intending to be legally bound, hereby agree as follows:

1. Printed products shall mean certain printed business forms, letterhead, envelopes, and/or case file folders where Court identification or use renders the product proprietary to Court and not suitable for sale to any other customer of Contractor.
2. The printed products will be purchased and/or printed exclusively for Court pursuant to the terms and conditions herein and included on the BPO.
3. Contractor will supply Court with an amount of each product as requested and will keep the balance in stock, deliverable on demand. There will be no additional charge for warehousing of excess stock; all associated charges must be built into the cost response.
4. Contractor will maintain at least a **90-day** supply of printed products based on Court's usage. Contractor is responsible for tracking inventory in stock and alerting Court when inventory falls to this level or slightly above. If inventory falls below a level that can be replaced within a 90 day period and Work Stoppage occurs due to lack of inventory by Contractor, Contractor will be liable for damages in the amount of 50% of the item replacement cost.
5. The prices for printed products shall match the quote (all costs included in writing) and Contractor shall print and Court will accept **+0/-10%** of each printed product.
6. In connection with the printing or other customization of printed products:
 - a. Court represents and warrants that it owns or has the right to use, reproduce, and incorporate any trade names, trademarks, copyrights, service marks, registered marks, logos, artwork, trade dress, indicia of ownership, forms, representations, descriptions, classifications, characterizations, statements, or language contained in or on any content or materials provided to Contractor by Court in connection with Contractor's obligations hereunder (collectively "Court's Content").
 - b. Court hereby grants to Contractor a non-exclusive, worldwide, royalty-free and fully paid up right and license to use, reproduce and incorporate Court's Content solely in connection with Contractor's obligations hereunder. Court retains all right, title and interest in Court's Content worldwide, subject to the limited license granted to Contractor herein. Except as set forth in this section 6, nothing in this Agreement shall grant or shall be deemed to grant Contractor any right, title or interest in Court's Content.

- c. Court represents and warrants that Court's Content shall not infringe or misappropriate any patent, trademark, trade secret, mask work, copyright, design or any other proprietary right of any third party, and complies with all applicable federal, state and local laws, statutes, regulations, executive orders, ordinances, codes and industry standards.
 - d. Court hereby agrees that it will supply camera ready artwork and pay any costs incurred due to a change in design or imprinting made at Court's request. Court acknowledges that it shall be required to sign off on proofs before any printed product is produced.
7. Court will give Contractor a minimum of sixty (60) calendar days' written notice of its intent to discontinue any printed products. Upon receipt of such written notice, Contractor will cease to print and/or purchase the printed products from manufacturer. Contractor will provide Court with a list of the quantities of printed products currently in stock by item. Court will be obligated to take delivery of any remaining inventory of printed products held by Contractor within sixty (60) calendar days of Court's issuance of notice to Contractor.
8. If either party terminates the Agreement, Court shall give Contractor instructions for the disposition of all printed products ordered or warehoused on behalf of Court, and Court shall pay Contractor the aggregate price for such printed products not already paid for.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, and do each hereby warrant and represent that its respective signatory has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of Fresno	CONTRACTOR'S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Jonathan B. Conklin, Presiding Judge or Sheran L. Morton, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS 1100 Van Ness Avenue Fresno CA 93724-0002	ADDRESS Number and street City, CA ZIP