



Superior Court of California  
County of Fresno

---

## REQUEST FOR QUOTE

**Quote No. 10-2013-PAPER**

**Closing Date: December 13, 2013, 4:00 P.M. (PT)**

The Superior Court of California, County of Fresno (Court), is seeking quotes for **an annual supply of multipurpose paper** as specified on the attached RFQ Detail Sheets (Sheets). Each vendor is to supply a total of four quotes: 1) Drop Ship Delivery – Recycled Paper, 2) Drop Ship Delivery – Virgin Paper, 3) Delivery On-Demand – Recycled Paper and 4) Delivery On-Demand – Virgin Paper. The Court will award to the lowest responsible bidder.

### GENERAL PROVISIONS

- Quotes must be submitted using the attached Sheets.
- Quotes must include all costs for the quantities provided – e.g. labor, tax, shipping, storage, and any costs associated with drop ship or on-demand delivery to the delivery locations listed on the attached sheets. Costs not included in the submitted quote will be ineligible for payment.
- The Court will only award for one of the two options; 1) Drop Ship Delivery or 2) Delivery On-Demand based on the lowest responsible quote.
- F.O.B. Point shall be destination or freight charges must be stated in quote. Goods must be delivered as specified on the Sheets.
- All correspondence, including final quotes, shall be submitted in writing to the solicitations e-mail box ([solicitations@fresno.courts.ca.gov](mailto:solicitations@fresno.courts.ca.gov)).
- Incomplete quotes may be grounds for rejection of the submitted quote.
- The Court may cancel the RFQ for any or no reason. After the due date and time listed above, the Court may reject all quotes and cancel the RFQ if the Court determines that: 1) the quotes received are not really 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](http://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 **December 13, 2013**.

It is possible that two Quotes will have the same cost. In the event of a tie, the Court will use a coin toss to determine the vendor to be awarded. Two Court employees will be present to witness the tie-breaker and the affected vendors will be invited to attend and witness, as well.

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 Sheets

PO Terms and Conditions

**RFQ Detail Sheet  
PAPER - LETTER & LEGAL**

Quote No. 10-2013-PAPER

Firm (Company): \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Date: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**PRICES SHALL BE FIRM THROUGH JUNE 30, 2014 UNLESS OTHERWISE NOTED**

I am not interested in quoting at this time.

Item	Quantity (Case)	Details
LETTER PAPER	1,813	Letter size (8.5x11"), white, 92/104 US/Euro, 20#; 10 reams per case/ctn
LEGAL PAPER	60	Legal size (11x14"), white, 92/104 US/Euro, 20#; 10 reams per case/ctn

**OPTION 1 - DROP SHIP DELIVERY QUOTE**

- Manpower to be provided by vendor for paper delivery to final paper location within each building as detailed below.
- Vendor shall deliver all paper within two weeks of a delivery date which is to be provided at a later time.

**DELIVERY DETAILS**

Courthouse Name	Address (All locations in Downtown Fresno)	Driver/Court Staff Meeting Place	Access Information	Final Paper Location in Building	Required Notification of Delivery	LETTER	LEGAL	Total
<b>Main</b>	1100 Van Ness Avenue	B2 Parking Garage <sup>1</sup>	No dock	8th Floor Single Location/Interior	48-hr advance notice	300		300
				Basement to 8th Floor - Single Location TBD/Interior	48-hr advance notice		60	60
				Basement to 8th Floor - Single Location TBD/Interior	48-hr advance notice	400		400
<b>Traffic</b>	2317 Tuolumne Street	East Side ('N' St) of Building	No dock	Single Location/Interior	48-hr advance notice	393		393
<b>Sisk</b>	1130 O Street	Parking Entrance Gate on 'P' Street	Dock Available	4th Floor Single Location/Interior	48-hr advance notice	720		720
<b>TOTALS</b>						1,813	60	1,873

<sup>1</sup> Main -- B2 Parking Garage Limitations - This parking garage has a **10' height limit** and anything longer than a **16' length Bobtail truck** will not make the tight turns.

**COST: Include all labor, tax (8.225%), shipping, storage and any costs associated with the drop ship delivery.**

		QUOTE 1		QUOTE 2	
Paper Size	Cases Needed	Recycled Paper Price Per Case	Recycled Paper TOTAL for Cases	Virgin Paper Price Per Case	Virgin Paper TOTAL for Cases Needed
Letter	1,813				
Legal	60				
Total Cases	1,873				

**RFQ Detail Sheet  
PAPER - LETTER & LEGAL**

Quote No. 10-2013-PAPER

**Firm (Company):** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Contact Name/Title:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

**PRICES SHALL BE FIRM THROUGH JUNE 30, 2014 UNLESS OTHERWISE NOTED**

I am not interested in quoting at this time.

Item	Quantity (Case)	Details
LETTER PAPER	1,813	Letter size (8.5x11"), white, 92/104 US/Euro, 20#; 10 reams of 500 sheets per case/ctn
LEGAL PAPER	60	Legal size (11x14"), white, 92/104 US/Euro, 20#; 10 reams of 500 sheets per case/ctn

**OPTION 2 - DELIVERY ON-DEMAND QUOTE**

- Court will make a one-time payment to the awarded vendor for paper quantities listed in this RFQ; delivery will be on demand as needed to multiple locations within multiple buildings as detailed below. More details will be provided to awarded vendor.
- Vendor shall provide storage of paper purchased until it is to be delivered.
- Paper shall be delivered within one business day from the date order was placed. Vendor is required to maintain a 30 days supply at all times.
- Orders will be placed via an electronic ordering system provided by vendor for ordering and tracking deliveries. Usage reports are to be provided monthly.
- Paper stock shall be stored by vendor for no more than 12 months from the award date.
- Paper stock remaining at 12 months from award date shall be delivered in bulk upon Court's request. Court shall designate delivery date and location.

**DELIVERY DETAILS**

Courthouse Name	Address (All locations in Fresno)	# of Floors	Number of Drop-Off Locations
Archives	1963 E Street	1	1
Main	1100 Van Ness Avenue	10	20
JJC	3333 E. American Avenue, Ste A	1	1
North Annex Jail	1265 M Street	1	1
Traffic	2317 Tuolumne Street	1	1
Sisk	1130 O Street	6	13

**COST: Include all labor, tax (8.225%), shipping, storage and any costs associated with the delivery on-demand.**

		QUOTE 3		QUOTE 4	
Paper Size	Cases Needed	Recycled Paper Price Per Case	Recycled Paper TOTAL for Cases Needed	Virgin Paper Price Per Case	Virgin Paper TOTAL for Cases Needed
Letter	1,813				
Legal	60				
Total Cases	1,873				

## 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](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.