



REQUEST FOR QUOTATION

Quote No. 10-2015- Locksmith Services

Closing Date: Jan. 22, 2016, 4:00 P.M. (PDT)

The Superior Court of California, County of Fresno (Court), is seeking a qualified vendor to provide retrofit **Locksmith Services** to approximately 550 doors/620 locking devices throughout the Fresno County Courthouse, 1100 Van Ness Ave., Fresno, CA 93724 as specified below and in documents that will be provided at a **MANDATORY** Walk-Thru on **January 13, 2016 at 9:00 am** on the **8th floor** of the Courthouse.

GENERAL PROVISIONS

1. Quotations must be submitted using the attached RFQ Bid Sheet (Sheet).
2. Quotations must include all costs for the quantities provided – e.g. sales tax, etc. Costs not included in the submitted quotation will be ineligible for payment.
3. The Court will award to the lowest responsible bidder.
4. There will be a Bid Walk thru the facility and a listing of each location will be provided at that time, along with further specifications. Attendance at the Walk-thru is **MANDATORY** in order to submit a quotation. **Please notify the court of your attendance by January 8, 2016 @ 4:00 pm at solicitations@fresno.courts.ca.gov**
5. All correspondence, including questions regarding the specifications, shall be submitted in writing to the solicitations box (solicitations@fresno.courts.ca.gov).
6. Final quotations shall be submitted to the solicitations box (solicitations@fresno.courts.ca.gov). Quotations submitted after the closing date and time listed above will not be accepted. Incomplete quotations may be grounds for rejection of the submitted quotation.
7. The Court may cancel this RFQ for any or no reason after the due date and time listed above, the Court may reject all quotations and cancel this RFQ if the Court determines that: 1) the quotations received are not competitive; 2) the cost is not reasonable; 3) the cost exceeds the amount expected; or 4) awarding the quotation is not in the best interest of the Court.
8. All bidder's must sign and submit a Darfur Certification (attached). If eligible, Bidder's may also submit DVBE Certification Declarations (available at the walk thru).

SPECIFICATIONS

1. The work to be performed will be at the following location:

Fresno County Main Courthouse
1100 Van Ness Ave.
Fresno, CA 93721
2. Materials for this project have been purchased and will be provided by the Court.
3. All work shall be in full compliance with current rules, regulations, and all applicable codes.
4. Bidders shall supply information on their ability to perform these services in a reliable, practical, cost-effective manner, while maintaining the highest technical standards.

5. No work shall interfere with the operation of the existing facilities on or adjacent to the site. Normal facility hours are, Monday to Friday 8:00 a.m. to 4:30 p.m. PDT. Work may be scheduled outside of normal working hours as approved by the Court Project Manager ("PM").
6. Bids shall include a written statement showing that bidder has:
 - A. A current license to perform the work in conformance with the provisions of the California Business and Professions Code and the California Bureau of Security and Investigative Services. Both License Numbers shall be listed on each bid and contract.
 - B. Satisfactorily performed other contracts of similar nature and magnitude.
 - C. Adequate capital and satisfactory business standing as required by the work.
 - D. The requisite organization of skilled and experienced technicians licensed and thoroughly trained in the installation of the specified locking devices under his direct employment and supervision.
 - E. The necessary facilities and plant, including inventory located within fifty (50) miles distance from the Court sites involved.
 - F. All proprietary information, safety equipment, training and tools necessary to properly address and complete the work.
7. Bidder shall furnish all labor and equipment necessary for satisfactory contract performance. All workmanship, and equipment shall be subject to the inspection and approval of the PM.
8. Bid shall include "extra work" hourly cost for potential additional work that may be discovered after contract is executed.
9. Workmanship shall be to the best of trade practices, performed by workers thoroughly trained and familiar with the job specifications. All defective workmanship shall be corrected by the Contractor at the Contractor's expense.
10. Any subcontractors shall be approved by the Court prior to performance. In no case shall the use of subcontractors in any way alter the position of the Contractor or his sureties with relation to his contract with the Court. When a subcontractor is used the responsibility for every portion of the work shall still remain with the Contractor.
11. Upon demand of the Court the Contractor shall correct any dangerous or hazardous situations that the Court may indicate.
12. Contractor shall completely protect against damage from either materials or equipment all surfaces, equipment and facilities, adjoining his work, including, but not limited to woodwork, wall and floors. All repair or replacement costs resulting from this damage shall be borne by the Contractor.
13. At the conclusion of each day's work, the Contractor shall remove refuse, debris or waste materials and leave the premises in an orderly condition as required by the Court.
14. Contractor must specify the degree of support the Court may be required to furnish according to the requirements of this agreement, if any.
15. Contractors shall submit with each bid a work schedule indicating proposed days and hours of work and total project completion time.

NOTICES

Access to the Court is at the sole discretion of the Court. All contractors and their employees who are selected to provide services requiring access to private or public spaces within court facilities shall be required to submit to thorough background screenings. All costs related to contractors and their employee's background screening, and identification badges, will be borne by the contractor unless otherwise agreed to by the Court.

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 **January 22, 2016**.

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.

Attachments:

- RFQ Bid Sheet
- Darfur Certification
- Sample Contract (Terms and Conditions)

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Court to submit a proposal.

To submit a proposal to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Court to submit a proposal pursuant to PCC 10477(b). A copy of the written permission from the Court is included with our proposal.

OR

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	

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"). THIS ORDER CONSTITUTES THE ENTIRE AGREEMENT BETWEEN COURT AND VENDOR, AND SUPERSEDES ALL PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT TO THE SUBJECT MATTER HEREOF. VENDOR'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THIS ORDER'S TERMS AND CONDITIONS MAY ONLY BE VARIED BY A WRITING SIGNED BY COURT'S DULY AUTHORIZED REPRESENTATIVE.

AUDIT RIGHT: Vendor must maintain records relating to performance and billing by Vendor under this Order until four years after final payment. During the period of time that Vendor is required to retain such records, 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.

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 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-Freight Prepaid." 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. An itemized packing slip with Court's Order number, description of the goods, quantity and unit of measure and item/part number must be included in the shipment of the goods. If Vendor ships multiple containers for the Order, Vendor must also number the containers with shipping labels, identify the total number of containers, and identify the container in which the packing slip is enclosed. Vendor bears the risk of loss or damage to the ordered goods until Vendor delivers the goods to 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 Court gives notice of rejection or termination of this Order.

INDEMNITY: VENDOR WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS 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 ORDER, (III) THE ALLEGED OR ACTUAL INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR OTHER RIGHTS BY THE GOODS OR SERVICES PURCHASED HEREUNDER, AND (IV) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS ORDER. 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 ORDER 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 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 Court at any time within thirty days after delivery to 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 Court and returned or held at Vendor's expense and risk. Payment does not constitute an acceptance of the material nor impair 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: 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 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 Court due to rejections of goods or services or discrepancies in an invoice will be, at Court's option, fully credited against future invoices payable by Court, or paid by Vendor within thirty days from Vendor's receipt of a debit memo or other written request for payment by Court. Court has the right at any time to set off any amount owing from Vendor to Court against any amount payable by Court under 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, disability (mental or physical) including HIV and AIDS, medical condition (including cancer and genetic characteristics), marital or domestic partner status, age (40 and over), request for family and medical care leave, sex (including gender and gender identity) 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," (as may be amended from time to time) posted at http://www2.courtinfo.ca.gov/phoenix_termsandconditions2.pdf. 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 Court.

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

TERMINATION: 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, 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 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 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 Court to the extent disclosed to Vendor; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations.

Vendor warrants that all services will be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations, and in accordance with industry standards. Vendor further warrants that it shall obtain and keep current all necessary licenses, approvals, permits, and authorizations required by applicable laws and regulations for the performance of Vendor's obligations.

DISPUTE RESOLUTION: The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Order.