



REQUEST FOR QUOTATION

Quote No. 10-2022-BOXES

Closing Date: January 13, 2023, 4:00 P.M.

The Superior Court of California, County of Fresno (Court), is seeking a qualified vendor to provide labor only for preparing orders to be picked for a file scanning project at the Fresno Superior Court Archives Facility, 1963 E Street, Fresno, CA 93706 as specified below and in the attached documents. There will be a **MANDATORY** Walk-through on **December 15th and 16th, 2022 at 2 p.m.** at the Archives Facility.

GENERAL PROVISIONS

1. Quotations must be submitted using the attached RFQ 10-2022-BOXES 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. The awarded vendor will be required to sign a Services—Short Form Agreement (see Attachment B for a sample).
5. The Court will hold a Bid Walk-through at the Archives Facility on December 15th and 16th, 2022 at 2 p.m. The Walk-through will provide a brief overview of the services needed. **Attendance to one Walk-through is MANDATORY** in order to submit a quotation. **Please notify the Court of your attendance by December 14th, 2022 at 4 p.m.** by sending an email to the solicitations box (solicitations@fresno.courts.ca.gov).
6. All correspondence, including questions regarding the specifications, shall be submitted in writing to the solicitations box (solicitations@fresno.courts.ca.gov). The deadline for questions is January 4th, 2023 at 4 p.m. Questions and answers will be posted to the Court's website by January 6th, 2023 at 5 p.m.
7. 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.
8. 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.
9. All bidders must sign and submit a Darfur Certification (attached). If eligible, bidders may also submit DVBE Certification Declarations (available at the walk-through).

SPECIFICATIONS

1. The Contractor is needed to provide labor for assembling, packing, and moving boxes weighing up to 50 lbs.

2. The work to be performed will be at the following location:
Fresno Superior Court, Archives Facility
1963 E Street
Fresno, CA 93706
3. Materials for this project have been purchased and will be provided by the Court.
4. All work shall be in full compliance with current rules, regulations, and all applicable codes.
5. Bidders shall supply information on their ability to perform these services in a reliable, practical, cost-effective manner, while maintaining the highest technical standards.
6. No work shall interfere with the operation of the existing facilities on or adjacent to the site. Normal facility hours are Monday through Thursday, 8 a.m. to 3 p.m. and Friday, 8 a.m. to 12 p.m. Work may be scheduled outside of normal working hours as approved by the Court Project Manager ("PM").
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. 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.
9. Upon demand of the Court the Contractor shall correct any dangerous or hazardous situations that the Court may indicate.
10. Contractor shall completely protect against damage from either materials or equipment all surfaces, equipment and facilities, adjoining the work, including, but not limited to equipment, wall and floors. All repair or replacement costs resulting from this damage shall be borne by the Contractor.
11. 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 specified by the Court.
12. Contractor must specify the degree of support the Court may be required to furnish according to the requirements of this agreement, if any.
13. Contractor shall submit with each bid a work schedule indicating full and half-day rates, including any equipment needed to complete the job.

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 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 11, 2023**.

Attachments:

- Attachment A, RFQ 10-2022-BOXES Bid Sheet
- Attachment B, Sample Services—Short Form Agreement
- Attachment C, Darfur Contracting Act Certification

**Attachment A
RFQ 10-2022-BOXES BID SHEET**

Quotes provided will be good for 90 days from the RFQ due date of January 13, 2023.

Company Name		Contact Name	
Company Address		Email	
Company Phone		Contact Direct Phone	

Contractor Responsibilities:

1. To provide trained and experienced labor and supervision at the agreed upon time and location.
2. The Contractor will provide labor for assembling, packing, and moving boxes weighing up to 50 lbs. on an as-needed basis.

Court Responsibilities:

1. Provide advance notice of work needed as requested by Contractor.
2. Ensure up to 1,000 boxes per month are packaged and ready to be moved. The Court makes no minimum guarantee of the services to be ordered at any one time or during the contract term.
3. Provide boxes to be assembled as needed.
4. Provide a Court Project Manager to work with Contractor.

Line #	Item Description	Cost	Work Hours (e.g. 8 a.m. – 3 p.m.)	Available Work Days
1	Full Day			
2	Half Day			
3	Supporting Equipment			
4	Advance Notice Needed for Labor Scheduling (e.g. one day, one week, two weeks)			

Fee Description	Indicate if the fee is a one-time OR a recurring fee	If the fee is recurring, what is the frequency (daily, weekly, monthly, annually)?

Special Instructions: Any costs not listed on this RFQ Bid Sheet will not be included in the resulting contract.

Submit all bids to: solicitations@fresno.courts.ca.gov no later than 4 p.m., Friday, January 13, 2023.

Authorized Printed Name:	
Authorized Signature:	
Signature Date:	

**Attachment B
SAMPLE SERVICES—SHORT FORM AGREEMENT**

SERVICES—SHORT FORM AGREEMENT rev Jan. 2022

AGREEMENT NUMBER 10-2022-BOXES-O
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1. In this agreement (the "Agreement"), the term "Contractor" refers to **[Contractor name]**, and the term "Court" refers to the **Superior Court of California, County of Fresno**.

2. This Agreement becomes effective as of **[Date]**, (the "Effective Date") and expires on **June 30, 2024**. This Agreement includes two one-year options to extend through June 30, 2026.

3. The maximum amount that the Court may pay Contractor under this Agreement is **[Dollar amount]** (the "Maximum Amount").

4. This Agreement incorporates and the parties agree to the attached provisions labeled "Exhibit A – Response to RFQ 10-2022-BOXES" and "Exhibit B - Services—Short Form Agreement Terms." This Agreement represents the parties' entire understanding regarding its subject matter.

5. Contractor will perform the following services (the "Services"):

Services:

Description of Services	Provide labor pursuant Exhibit A for preparing orders to be picked for the file scanning project at the Fresno Superior Court Archives Facility, 1963 E Street, Fresno, CA 93706
Completion Date	As mutually agreed upon by the Court's Project Manager and Contractor.

6. The Court's project manager is: **[Name], Facilities Director**

7. The Court will pay Contractor as follows: **See Section C of the "Services—Short Form Agreement Terms"**



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.)</i> [Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING [Name], Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED	DATE EXECUTED
ADDRESS Accounts Payable 1100 Van Ness Avenue, 8 th Floor Fresno CA 93724-0002	ADDRESS [Address]

Exhibit A
RESPONSE TO RFQ 10-2022-BOXES

The awarded vendor's RFQ Bid Sheet
will be inserted here.

Exhibit B
Services—Short Form Agreement Terms

A. PERFORMANCE AND DELIVERY. Contractor will perform the Services on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.

B. ACCEPTANCE. All Services are subject to written acceptance by the Court. The Court may reject any Service that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the Court does not signify acceptance of the Services.

C. INVOICES, PAYMENT AND SETOFF. After the Court has accepted Services, Contractor will send one original, correct, itemized invoice for the accepted Services to "Accounts Payable" at "accounts_payable@fresno.courts.ca.gov." Contractor's invoice will be on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the Court considers reasonably necessary to permit the Court to evaluate the Services performed, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the Court rejects any Services after payment to Contractor, the Court may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by the Court, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the Court's request. Unless Contractor is a governmental entity, the Court will take no action on invoices submitted before Contractor has completed the Court's standard payee data record form, which Contractor may obtain from the Court. Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

D. WARRANTIES. Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations.

E. CHANGES. Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Court's authorized representative.

F. AUDIT RIGHTS. Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the Court, the State Auditor, or their representatives during normal business hours for inspection and copying.

G. INDEMNITY. CONTRACTOR 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) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT AND (II) 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 AND ACCEPTANCE OF SERVICES. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE COURT.

H. TERMINATION. The Court may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the Court terminates this Agreement for convenience, the Court's liability will be the reasonable price for the Services rendered prior to termination, not to exceed the Maximum Amount. If an hourly or other time-based rate for Services is specified on the coversheet of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the Court's directions as to work in progress.

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

J. REPRESENTATIONS. Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the Court. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the Court. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

K. ANTITRUST. Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

L. MISCELLANEOUS. Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Court. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void.

The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in Fresno County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement or the Services without first obtaining the Court's prior written approval, which may be denied for any or no reason.

M. BACKGROUND CHECKS AND BADGES. Contractor shall provide all releases, waivers, and permissions the Court may require for background checks. Contractor understands all background checks and badges will be conducted and processed by the Court or the Court's chosen agency at Contractor's expense. Contractor shall not assign personnel who refuse to undergo a background check or whose background check results are unacceptable to the Court. Contractor, Contractor's employees and subcontractors shall adhere to the Vendor/Contract Access Policy located on the Court's website under Procurement at www.fresno.courts.ca.gov/general-information/procurement.

N. COUNTERPARTS. This Agreement may be executed via electronic transaction (documents scanned and sent via email) and will have the same effect and validity as signed original counterparts.

Attachment C
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, the proposer/bidder must complete Section 1 OR Section 2 below:

SECTION 1

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box</i>	<i>Date Completed</i>

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.
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

SECTION 2

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 _____</i> <i>in the State of _____</i>