

REQUEST FOR QUOTE

Quote No. 10-2023-SHRED

Closing Date: April 24, 2024, 4:00 P.M. (PDT)

The Superior Court of California, County of Fresno (Court), is seeking a qualified vendor to provide **confidential shredding pickup services for multiple locations** as specified on the attached RFQ Bid Sheet (Quote).

GENERAL PROVISIONS

1. Quotes must be submitted using Attachment A.
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. It is the Court's intent to contract with the successful bidder for a term of three (3) years. The Agreement may be renewed for a potential of two (2) one-year periods, based on the mutual written consent of all parties.
4. The Court will award the lowest responsible bidder.
5. The awarded vendor will be required to sign a Services—Short Form Agreement (see Attachment C for a sample).
6. All correspondence, including questions regarding this solicitation, shall be submitted in writing to the solicitations box (solicitations@fresno.courts.ca.gov). The deadline for questions is April 17th, 2024 at 4 p.m. Questions and answers will be posted to the Court's website by April 19th, 2024 at 5 p.m.
7. Final Quotes shall be submitted to the solicitations box (solicitations@fresno.courts.ca.gov). Quotes submitted after the closing date and time listed above will not be accepted. Incomplete Quotes may be grounds for rejection of the submitted Quotes.
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 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.
9. All bidders must sign and submit a Darfur Certification, Attachment D.

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 **April 22, 2024**.

Attachments:

- Attachment A, RFQ 10-2023-SHRED Bid Sheet
- Attachment B, Current Shredding Schedule
- Attachment C, Sample Services—Short Form Agreement
- Attachment D, Darfur Contracting Act Certification

**Attachment A
RFQ 10-2023-SHRED BID SHEET**

Quotes provided will be good for 90 days from the RFQ due date of **April 24, 2024**.

Company Name	
Address	
Contact Name and Title	
Contact Phone Number	
Contact Email Address	

See Attachment B for current shredding needs and schedule.

Bin Size / Description	Cost Per Service

Does bidder offer media destruction? Specifically, hard-drive shredding? (yes or no)	
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Media Type / Description	Cost Per Service

Fee Description (e.g. startup fee, service fee, fuel surcharge, annual increase %)	One-Time Fee	Recurring Fee	If recurring – frequency?

Advance Notice Needed for Additional Service or Change of Scheduling (e.g. one day, one week, two weeks)	
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Special Instructions: Bidders must hold prices firm for the initial term of the agreement. This contract will have an initial term of three (3) years with two (2) one-year renewal options. Any costs not listed on this Quote will not be included in the resulting contract and will not be paid.

Submit all bids to: solicitations@fresno.courts.ca.gov **no later than 4 p.m., Wednesday, April 24, 2024.**

Authorized Printed Name:	
Authorized Signature:	
Signature Date:	

**Attachment B
CURRENT SHREDDING SCHEDULE**

Building/Address	Location	Frequency		Container Size
Main Courthouse	B1-Misdemeanor	Every 4 weeks	1	64 gallon
1100 Van Ness Ave.	1st Floor-Jury	Every 4 weeks	1	64 gallon
Fresno, CA 93721	1st Floor-Mezzanine, North	Every 4 weeks	1	64 gallon
	2nd Floor-Dependency	Every 4 weeks	2	64 gallon
	3rd Floor-Felony	Every 4 weeks	1	64 gallon
	4th Floor-Felony	Every 4 weeks	3	64 gallon
	4th Floor-Misdemeanor	Every 4 weeks	1	64 gallon
	5th Floor-Felony	Every 4 weeks	1	64 gallon
	6th Floor-Felony	Every 4 weeks	1	64 gallon
	7th Floor-Felony	Every 4 weeks	1	64 gallon
	8th Floor-Admin	Every 4 weeks	1	64 gallon
	8th Floor-HR	Every 4 weeks	1	64 gallon
	8th Floor-Staff elevators	Every 4 weeks	1	64 gallon
			16	TOTAL
Sisk Courthouse	1st Floor-FCS	Every 2 weeks	1	64 gallon
1130 O St.	1st Floor-Self Help	Every 2 weeks	1	64 gallon
Fresno, CA 93721	2nd Floor-Family Law	Every 2 weeks	2	64 gallon
	2nd Floor-Family Support	Every 2 weeks	1	64 gallon
	2nd Floor-Judges Area	Every 2 weeks	1	64 gallon
	3rd Floor-Probate	Every 2 weeks	2	64 gallon
	4th Floor-Civil	Every 2 weeks	4	64 gallon
	5th Floor-Res. Attorneys	Every 2 weeks	1	64 gallon
			13	TOTAL
Traffic Courthouse	Process Center	Every 4 weeks	3	64 gallon
2317 Tuolumne St.	Traffic	Every 4 weeks	3	64 gallon
Fresno, CA 93721				
			6	TOTAL
JJC	2nd Floor-Delinquency	Every 4 weeks	2	64 gallon
3333 American Ave.				
Fresno, CA 93725				
			2	TOTAL
Archives	Office/warehouse	Every 4 weeks	8	64 gallon
1963 E St.			4	96 gallon
Fresno, CA 93706				
			12	TOTAL
NA Jail	Copy room	Every 4 weeks	1	64 gallon
1265 M St.				
Fresno, CA 93721				
			1	TOTAL
			46	64 gallon containers
			4	96 gallon containers
			50	TOTAL # OF CONTAINERS

QUANTITY INFORMATION:

- Quantities and pick-up totals listed in Attachment B are based on current services and frequency.
- No minimum or maximum is guaranteed or implied.
- The number of containers, locations, containers' sizes, and frequency of service may change upon request by the Court in accordance with their needs. The Court will notify the vendor in writing with any changes, additions, deletions, etc.

**Attachment C
Sample Services – Short Form Agreement**

SERVICES—SHORT FORM AGREEMENT rev Jan. 2022

AGREEMENT NUMBER [Agreement Number]

- 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**.
- This Agreement becomes effective as of **July 1, 2024**, (the "Effective Date") and expires on **June 30, 2024**. This Agreement includes two one-year options to extend through **June 30, 2029**.
- The maximum amount that the Court may pay Contractor under this Agreement is **[Dollar amount]** (the "Maximum Amount") for the initial term and **[Dollar amount]** for each additional one-year term at the rates detailed in Exhibit B - Response to RFQ 10-2023-SHRED, RFQ Bid Sheet.
- This Agreement incorporates and the parties agree to the attached provisions labeled "Exhibit A – Description of Services", "Exhibit B – Response to RFQ 10-2023-SHRED, RFQ Bid Sheet" and "Exhibit C – Services—Short Form Agreement Terms." This Agreement represents the parties' entire understanding regarding its subject matter.
- Contractor will perform the following services (the "Services"):

Services:

Description of Services	Contractor will collect contents of the Court's confidential shred bins for destruction (see details attached as Exhibit A).
Completion Date	[Insert completion date; start date can be addressed here too if different from Effective Date, above.]
Acceptance Criteria	Collecting of to-be-shredded contents on a regular basis, and Court's receipt of Certificates of Destruction, as created.

- The Court's project manager is: **[Insert project manager's name.]**
- The Court will pay Contractor as follows: **within 30 calendar days of invoice, pursuant to paragraph C of Exhibit C.**



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 Dawn Annino, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS Accounts Payable 1100 Van Ness Avenue, 8 th Floor Fresno CA 93724-0002	ADDRESS [Address]

Exhibit A
Description of Services

1. Services.

Contractor will collect Court's paper and other agreed upon materials ("Materials") per the table below, destroy the Materials off-site, and provide Court with respective Certificates of Destruction. Contractor will recycle or otherwise dispose of the Materials.

Court shall not include any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, radioactive, or any material that is illegal or unsafe in the Materials. Service schedule shall be as noted below in Table A.

2. Confidentiality.

Contractor will keep confidential all Materials and any other confidential information provided to Contractor in connection with this Agreement and will use the same solely for the purposes provided for in this Agreement. As used herein, "confidential information" means any information provided to Contractor in confidence that relates to Court's property, business and/or affairs, other than:

- Information that is or has become publicly available due to disclosure by Court or a 3rd party having a legal right to make such disclosure; and
- Information previously known to Contractor free of any obligation to keep it confidential prior to receipt of the same from Court.

3. Court Hours of Operation and Closures.

Court Hours of Operation: 8:00 a.m. to 4:00 p.m.

Court is closed and services will not be scheduled on observed holidays: see Court website for list of observed holidays.

Exhibit B
Response to RFQ 10-2023-SHRED RFQ Bid Sheet

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

Exhibit C
Services—Short Form Agreement Terms

A. PERFORMANCE AND DELIVERY. Contractor will perform the Services as specified 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 a 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, 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/Contractor Access Policy posted on the Court website, <https://www.fresno.courts.ca.gov/system/files/vendor-contractor-access-policy.pdf>.

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 D
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>