

**SUPERIOR COURT OF SANTA BARBARA COUNTY**  
**REQUEST FOR Quotes – GOODS**  
**CUSTOM PRINTED FILE FOLDERS RFQ No. 2011-05**

**Date Issued: 11/22/2011**

<b>From:</b> Superior Court of Santa Barbara County Fiscal Services 1100 Anacapa Street, 2 <sup>nd</sup> Floor Santa Barbara, CA 93101 Buyer: Ms. Ammon M. Hoenigman Phone: 805-882-4674 Fax: 805-882-4622 E-mail: sbsolicitation@sbcourts.org Acceptable Delivery Methods: <input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Hand Delivery	<b>To:</b> Vendor: _____ Address: _____ _____ _____ Contact: _____ Phone: _____ Fax: _____ E-mail: _____
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**THIS IS NOT A CONTRACT FOR SERVICE**

**Quote Due Date and Time:** Friday, December 9 by 3:00 p.m. Pacific Standard Time

**Description of Requested Service:** The Superior Court of Santa Barbara County (Court) is in need of custom file folders and custom file backs in accordance with the specifications in Attachment A, Scope of Work. A sample of the product must be submitted and received by the court no later than the due date IF responding vendor has not submitted samples to Court within the last two years.

**Terms and Conditions** Purchase Order Terms and Conditions attached.

**Attachments**

- Attachment A, Scope of Work
- Attachment B, Pricing Sheet
- Attachment C, Recycled Content Certification
- Attachment D, Darfur Contracting Act Certification

**Required Documents Due By Quote Due Date and Time**

- Cover Sheet of this RFQ
- Attachment B, Pricing Sheet
- Attachment C, Recycled Content Certification
- Attachment D, Darfur Contracting Act Certification
- Documentation Supporting A valid California Sellers Permit

**Payment Terms** Net 30 days

**EVALUATION CRITERIA (for Fiscal Office Use Only):**

Product Quality      Cost Efficiency      References

\* *Vendor understands and agrees that its response is not proprietary or confidential and is considered public information that may be subject to disclosure after award.*

Quote Valid Through: \_\_\_\_\_ Fed Tax ID: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## SOLICITATION INSTRUCTIONS

### **SUBMITTAL OF QUOTES AND RESERVATION OF RIGHTS**

The vendor must complete and submit one copy of the Request for Quotes form ("RFQ form"), Attachment B, Pricing Sheet, Attachment C, Recycled Content Certification, Attachment D, Darfur Contracting Act Certification, and documentation to verify a valid California Sellers Permit.. The completed forms must be delivered to the Court contact listed on the RFQ form prior to the quote submittal date and time indicated.

All information entered on the RFQ must be clearly written or typed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the RFQ.

The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar RFQ's in the future.

### **RFQ ADDENDA**

The Court may modify this solicitation document prior to the date fixed for submission of quotes by posting any addenda that may be issued on the following website, referred to as "Court website" [www.sbcourts.org](http://www.sbcourts.org). If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Court no later than three (3) business days following the date the addendum was provided.

**Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the quote to include all addenda issued in any resulting contract.**

### **AMBIGUITY, DISCREPANCIES, OMISSIONS**

If a vendor submitting a quote discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Court written notice of the problem and request that the solicitation document be clarified or modified.

If prior to the quote submittal deadline a vendor submitting a quote knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall submit a quote at its own risk, and if the vendor is awarded the purchase, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **CONTACT WITH COURT**

**Questions regarding this RFQ must be directed to the individual named in the Court Contact Info on the RFQ form BY EMAIL at [sbsolicitations@sbcourts.org](mailto:sbsolicitations@sbcourts.org) no later than Thursday, December 1, 2011 by 5:00 p.m. Pacific Standard Time.**

Without disclosing the source of the question or request, the Submittal contact will post a copy of the questions and the Court's responses on the Court website by Monday December 5, 2011 by 5:00 p.m. Pacific Standard Time.

Vendors are specifically directed NOT to contact any other Court personnel or consultants regarding this RFQ at any time prior to award. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

### **ACCEPTANCE OF TERMS**

The requested goods and services will be provided pursuant to the attached and incorporated terms General Terms and Conditions. Submittal of a proposal indicates that the vendor accepts the General Terms and Conditions.

### **CONFIDENTIAL OR PROPRIETARY INFORMATION**

All materials submitted in response to this solicitation will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the quote. One copy of a submitted quote will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

### **ERROR IN SUBMITTED QUOTE**

If an error is discovered in a vendor's quote, the Court may at its sole option retain the quote and allow the vendor to submit certain arithmetic corrections. In determining if a correction will be allowed, the Court will consider the conformance of the quote to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If prior to an award, a vendor discovers a mistake in their quote that renders the vendor unwilling to perform under any resulting contract, the vendor must immediately notify the Court in writing and request to withdraw the quote. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

### **RECYCLED-CONTENT CERTIFICATION**

Vendors must certify in writing, under penalty of perjury, the percentage of recycled content in the products, materials, goods, or supplies offered or sold resulting from this RFQ.

## **PURCHASE ORDER TERMS AND CONDITIONS**

The following incorporates the terms and conditions set forth in the attachment at <http://www.courts.ca.gov/documents/jbcm-attach1po.pdf> entitled "Purchase Order: Judicial Branch Contract Law Attachment" (Attachment), in addition to all other terms and conditions printed on, or attached to the follow conditions.

### **ACCEPTANCE**

BY DELIVERING THE ORDERED GOODS OR SERVICES, SELLER AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS SPECIFIED ON THE FACE AND REVERSE OF THIS DOCUMENT AND ANY REFERENCED DOCUMENTS (COLLECTIVELY, THE "ORDER"). SELLER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THESE TERMS AND CONDITIONS CAN BE VARIED ONLY BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE. SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.

### **WARRANTIES:**

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

### **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 Seller. 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 otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Seller shall 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.

### **MATERIAL SAFETY DATA SHEETS**

If some or all of the goods being provided by Seller are on CAL OSHA's "Hazardous Substances List," Seller must forward a completed Material Safety Data Sheet (MSDS).

### **RISK OF LOSS**

Seller shall bear the risk of loss or damage to the ordered goods until Seller 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, Seller shall bear the risk of loss or damage to the goods purchased hereunder in the event of and from the time the Court gives notice of rejection or termination of this Order.

### **INSPECTION AND ACCEPTANCE**

Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court at any time within thirty (30) 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 Seller's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

### **INVOICES, PAYMENT AND SETOFF**

The Court shall have no obligation to pay for any item until one original of a correct invoice for the item is received at the address shown on the face of this Order. Payment is due 30 days from receipt of a correct invoice. Each invoice shall be printed on Seller's standard printed bill form, and shall include at a minimum (i) the Order number, (ii) Seller'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 work completed 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 said invoices will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty (30) days from Seller's receipt of a debit memo or other written request for payment by the Court. The Court shall have the right at any time to set off any amount owing from Seller to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

### **AUDIT RIGHTS**

Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three (3) years after final payment under this Order. During the period of time that Seller 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.

## **TERMINATION**

The Court may terminate this Order in whole or in part for any or no reason at any time by giving notice to Seller. In the event the Court terminates this Order for convenience, the Court's liability shall be: (a) in the case of standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent (10%) of the purchase price, (b) in the case of 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. In the event of termination of any separate services specifically ordered, liability shall 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 shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

## **INDEMNITY**

SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE COURT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF SELLER, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF SELLER AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

## **INFRINGEMENT PROTECTION**

Seller shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Order.

## **INSURANCE**

Seller agrees warrants and represents to the Court that Seller will maintain adequate insurance to cover any liabilities described in this Order. Seller further warrants and represents to the Court that Seller will maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Seller's performance of any work on or about the Court's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Order. Seller shall maintain proper Workers' Compensation Insurance covering all employees performing this Order.

## **LEGAL COMPLIANCE**

(a) Seller shall observe and comply with all federal, state, and city laws, rules, and regulations effecting goods and services under this Order.

(b) Seller and its subcontractors, if any, shall 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. Seller shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Seller and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(c) Seller shall 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.

## **STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS**

Seller is an independent contractor and while performing work on or off the Court's premises neither it nor any of its employees shall be considered agents or employees of the Court. Seller shall not subcontract or delegate its obligations under this Order without the prior written consent of the Court.

## **LOSS LEADER PROHIBITION**

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.

## **RECYCLED CONTENT:**

The Superior Court of California requires that all vendors certify in writing, the percentage of recycled content in the products, materials, goods, or supplies offered or sold to Court (PCC 12205). This requirement applies even if the product contains no recycled material.

This certification can be waived if the post consumer recycled content can be verified by other written means such as product label, packaging, catalog, manufacturer/Vendor website, product advertisement.

## **DARFUR CONTRACTING ACT:**

Public Contract Code sections 10475-10481 apply to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to submit a bid to a Superior Court of California, the company must certify that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by the Court to submit a bid.

## **Attachment A Scope of Work**

- 1. Case File Folder with Color Coded Numbers Strip Affixed** (See Diagram #'s 1 & 2)
  - 18 pt, letter, manila, single ply side tab
  - (2) 2" Bonded Fasteners – Inside front cover, inside back cover
  - Custom printing on the outside front of each folder
  - Strip Label attached to folders. Must match current numbering system
  - Barcode included on strip label
  - Strip Label Number printed in ink on the front exterior in position shown at top right corner
  - Exterior folder measurement 9 ½ x 12 ¼
  - Starting Number is **1412953**
  
- 2. Case File Folders – No Numbers** (See Diagram #'s 1 & 3)
  - 18 pt, letter, manila, single ply side tab
  - (2) 2" Bonded Fasteners – Inside front cover, inside back cover
  - Custom printing on the outside front of each folder
  - Exterior folder measurement 9 ½ x 12 ¼
  
- 3. Custom File Backs** (See Diagram # 4)
  - 11 pt., letter, manila
  - 1/3 tab cut at bottom center
  - 3/8" tab size
  - Overall Size – 8 ½ x 12 3/8
  - Body Size – 8 ½ x 11
  - Reinforced Mylar binding at top
  - Hinge Size – 1"
  - 2" Bonded Fastener
  - Slots / Size ¼", Centered – 2 ¾" apart
  - 1 score at top as shown
  
- 4. Color Coded Single Numbered Labels – Self Adhesive**
  - Must match the current file strip labels
    - A.** ½ inch high numbered labels
    - B.** 1 inch high numbered labels
  - Colors:**
    - 0 Pink
    - 1 Red
    - 2 Light Orange
    - 3 Dark Orange
    - 4 Emerald
    - 5 Dark Green
    - 6 Blue
    - 7 Purple
    - 8 Lilac
    - 9 Brown
  
- 5. Freight**
  - Inside Delivery to all court locations

## Attachment B, Pricing Sheet Vendor Quote

Material/Description	Quantity	UM	Gross Price Per Thousand	Total Amount
Case File Folder with Color Coded Numbers	25.08	Ts		\$
Case File Folders – No Numbers	5.3	Ts		\$
Custom File Backs	13.5	Ts		\$
			<b>Price Per Roll</b>	
Color Coded Single Number Labels ½ inch	3	Rolls		\$
<b>Total Gross</b>				<b>\$</b>

**\*\*\*Inside Delivery required at all Court Locations\*\*\***

The Court facilities have ramps, and/or elevators that are accessible for deliveries. The freight carrier should provide their own hand-truck. The Court locations do not have loading docks

Delivery Location	Material/Description	Quantity	Freight
Superior Court of Santa Barbara County Anacapa Division 1100 Anacapa Street Santa Barbara, CA 93101	Case File Folder w Color Coded #'s Case File Folders – No Numbers Rolls of ½ inch Number 1,2,&3	6,000 400 3 Rolls	\$
Superior Court of Santa Barbara County Figueroa Division 118 East Figueroa Street Santa Barbara, CA 93101	Case File Folder w Color Coded #'s Case File Folders – No Numbers Custom File Backs	12,000 3,000 12,000	\$
Superior Court of Santa Barbara County Miller Division 312 E Cook Street Santa Maria, CA 93454	Case File Folder w Color Coded #'s Case File Folders – No Numbers Custom File Backs	4,250 500 0	\$
Santa Maria Juvenile Court 4285 California Blvd. Santa Maria, CA 93455	Case File Folder w Color Coded #'s Case File Folders – No Numbers Custom File Backs	1,200 1,400 0	\$
Lompoc Division 115 Civic Center Plaza Lompoc, CA 93436	Case File Folder w Color Coded #'s Case File Folders – No Numbers Custom File Backs	1,500 0 1,500	\$
Solvang Division 1745 Mission Dr., Suite C Solvang, CA 93463	Case File Folder w Color Coded #'s Case File Folders – No Numbers Custom File Backs	130 0 0	\$
<b>Total Freight</b>			<b>\$</b>

**Estimated Delivery Date** \_\_\_\_\_ **Total Gross Bid** \$ \_\_\_\_\_



1. *Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.*

*If the product does not fit into any of the product categories, enter “N/A.” Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone*

2. *Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.*

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit [www.calrecycle.ca.gov/BuyRecycled/](http://www.calrecycle.ca.gov/BuyRecycled/)

<b>Code</b>	<b>Description Product Categories (11)</b>	<b>Minimum content requirement</b>
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint – Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze – Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals – Recycled	10 percent postconsumer, by weight

*End of Attachment D, Recycled-Content Certification*



**ATTACHMENT D  
DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code sections 10475 - 10481 apply to any bidder or proposer that currently or within the previous three years has had business activities or other operations outside of the United States. For such a bidder or proposer to submit a bid/proposal to the Court, the bidder or proposer must certify that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by the Court to submit a bid/proposal.

**OPTION #1 - CERTIFICATION**

Please insert the bidder's or proposer's name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that (a) the company named below is **not** a scrutinized company per Public Contract Code section 10476; and (b) I am duly authorized to legally bind the company named below. 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>	

**OPTION #2 – WRITTEN PERMISSION FROM THE COURT**

The Court may permit a scrutinized company, on a case-by-case basis, to propose/bid on a contract with the Court for goods or services, if it is in the best interests of the Court. If the bidder or proposer is a scrutinized company that has obtained written permission from the Court to submit a bid or proposal, complete the information below.

The bidder/proposer identified below is a scrutinized company as defined in Public Contract Code section 10476, and it has received written permission from the Court to submit a bid or proposal. A copy of the written permission from the Court is included with its bid or proposal.

<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>	