

REQUEST FOR QUOTES

***SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CRUZ***

REGARDING:
DOCUMENT SHREDDING SERVICES

PROPOSALS DUE:
FRIDAY, JULY 22, 2016, NO LATER THAN **4** P.M. PACIFIC TIME

1.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The work under this section includes furnishing all supplies, labor, equipment, and performing all operations in connection with providing document shredding services, for large and small volumes, as specified herein, and/or as reasonably required to complete this type of service and in accordance with standard practice. It shall always be the responsibility of the contractor and his/her staff to ensure that building shredding area is left in a professional and clean condition.

2.0 TIMELINE FOR THIS RFQ

The Court has developed the following list of key events related to this RFQ. All dates are subject to change at the discretion of the Court.

EVENT	DATE
RFQ issued	<i>07/11/2016</i>
Deadline for submission of quotes	<i>07/22/2016</i>
RFQ Award Notification	<i>07/27/2016</i>

3.0 RFQ ATTACHMENTS

The following attachments are included as part of this RFQ:

ATTACHMENTS	DESCRIPTION
ATTACHMENT 1: Scope of work, Services Survey, Quote Cost	Scope of work for document shredding services. Services Survey and Cost of Services Quote. Proposer must complete form in its entirety.
ATTACHMENT 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Court Standard Form agreement containing these terms and conditions (the “Terms and Conditions”). A Proposer’s Acceptance of T’s and C’s form is included with this attachment and must be submitted to the courts with the quote.
ATTACHMENT 3: Darfur Contracting Act Certification	If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.

4.0 INSTRUCTIONS TO BIDDERS

4.1 All quotes must be *emailed* to the following contact:

Michelle Duarte
Information Technology & Court Facilities Director
Superior Court of California,
County of Santa Cruz

michelle.duarte@santacruzcourt.org

4.2 All quotes must be received no later than **Friday, July 22, 2016, at 4 P.M. PST.** All quotes will be reviewed and assessed for completion to make sure that they meet Judicial Branch procurement guidelines. Late proposals will not be accepted.

4.3 Quotes should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be placed on completeness and clarity of content.

4.4 The Superior Court contact listed above will answer any questions up until the deadline date of the RFQ and will notify the selected vendor upon approval.

4.5 All quotes must include the following information:

4.5.1 The names of individuals from those firms who will be working on the project and their areas of responsibilities.

4.5.2 Provide an accurate mailing address of the firm or organization.

4.5.3 Itemize breakdown of the services to be performed

4.6 Acceptance of the Terms and Conditions.

4.6.1. On Attachment 2, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An “exception” includes any addition, deletion, qualification, limitation, or other change.

4.6.2. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.

4.7 Quote. The following information must be included in the quote:

4.7.1 All quotes must be submitted through completing Attachment 4

4.7.2 Quotes must represent all costs including, additional fees, discounts, shipping, handling, rebates, equipment, taxes, and after hour, holiday, and other special rates.

5.0 OFFER PERIOD

A Proposer's quote is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

6.0 PROTESTS

Bidders seeking to protest the award of a solicitation must formally notify the court within five (5) court days after the court posts the intent to award. Protests shall be sent directly to the following Protest Officer:

James Owen, Director of Finance

james.owen@santacruzcourt.org

831-420-2329

A bidder protesting the solicitation specifications must submit the formal protest prior to the bid closing date and time.

Attachment 1

Superior Court of Santa Cruz County
Information Technology
701 Ocean Street, Room 110
Santa Cruz, CA 95060

Buyer: Michelle Duarte

Phone: 831-420-2420 Fax: n/a

E-mail: Michelle.duarte@santacruzcourt.org

Vendor: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

E-mail: _____

Required Delivery Date: Every 2 Weeks

Payment: Net 45 days

Please quote on the following services:

SCOPE OF WORK

SCOPE:

The work under this section includes furnishing all supplies, labor, equipment, and performing all operations in connection with providing the shredding service, for large and small volumes, as specified herein, and/or as reasonably required to complete this type of service and in accordance with standard practice. It shall always be the responsibility of the contractor and his/her staff to ensure that building shredding area is left in a professional and clean condition.

LOCATIONS:

The work under this section includes on site shredding services as requested for assigned buildings as follows (location may be subject to change):

1. Santa Cruz Superior Court, Administrative Offices Rm. 60, 110 & 120; 701 Ocean Street, Santa Cruz, Ca. 95060
2. Watsonville Courthouse, 3rd Floor, 1 Second Street, Watsonville, Ca. 95076

COURT'S BUSINESS HOURS OF OPERATION:

Services are to be performed during the Courts regular business hours Monday thru Friday, between 8:00 a.m. to 5:00 p.m.

SERVICES DESCRIPTION:

Shredding service will be performed on a regular bi-weekly basis and occasionally on call. Item designated for shredding will be provided in bankers boxes except for any oversize items handled individually. The Contractor will be responsible for taking all shredding items from court offices out to the Contractor's truck.

On-site shredding services may include following specifications:

1. Oversize cardboard exhibits made of foam or cardboard
2. Folders (11 point stock) containing Mylar pocket 5" x 8½" and Mylar color strip label
3. Folders (15 point stock) containing Mylar color strip label
4. Books with hard or soft covers
5. CD's, cassettes, and video tapes
6. Capable of shredding 200 boxes on single load

On-site shredding service will always require:

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1. Shredding Legal and/or letter size paper with staples and folders
2. Dispose of old, worn-out or broken boxes and return good boxes as designated by on-site Court Representative
3. Provide Court receipt detailing quantity of boxes shredded, location and date

Note: While the Court prefers to go with one vendor for all on-site shredding, depending on how the service is delivered may necessitate having two vendors.

SAFETY IMPLEMENTATION:

Safety shall be implemented at all times. Vehicle must abide by all parking notification posted at Court occupied locations. Contractor will be required to set up safety devices (cones, signage, rope off, or other as required) to detour employees and/or the general public around or away from work areas, if of a hazardous and liability nature.

SERVICES SURVEY

QUOTE COST

Contractor must complete and submit this attachment with the RFP response.

Court is not responsible for sorting of materials for destruction. Price per box must include any fee for fuel surcharge, disposal of bankers boxes or other items not specified below.

Service	Cost	
	1	2
Security Level		
Shredding contents of a bankers box (12"x15"x10") and 2, 55 gal. barrels (1 in Santa Cruz, Rm. 60 & 1 in Watsonville, 3 rd floor Doc. Storage Rm.) containing:		
Paper and folders		
Cardboard		
Hardcover books		
CD's, cassettes, and video tapes		
Other items:		
Shred oversize cardboard &/or foam exhibits (per piece)		
Trip charge (if any):		
Rooms 60, 110 & 120, Santa Cruz, Ca. 95060		
3rd Floor, 1 Second Street, Watsonville, Ca. 95076		

NOTE: 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.

<i>Company Name (Printed)</i>	<i>Date signed</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	

EVALUATION CRITERIA:

1. Ability to provide ALL goods requested with complete description of items

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2. Ability to Meet Schedule
 3. Pricing must be all inclusive of complete purchase of goods requested including
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* *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.*

Vendor Signature: _____ Date: _____

Printed Name: _____ Title: _____

ATTACHMENT 2

GENERAL TERMS AND 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. THIS ORDER'S TERMS AND CONDITIONS MAY ONLY BE VARIED BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE. SELLER MAY NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.

AUDIT RIGHTS: Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three years after final payment. 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.

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 shall be paid by the Court unless it is expressly included on the face of this Order. Unless stated otherwise in this Order, the shipping point for all deliveries under this Order shall be F.O.B. "Destination". 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.

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.

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 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.

INSURANCE: Seller agrees, warrants and represents to the Court that Seller shall maintain adequate insurance to cover any liabilities that may occur in the performance of services and delivery of goods under this Order. Seller further warrants and represents to the Court that Seller shall 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 providing service or performing work under this Order.

INVOICES, PAYMENT AND SETOFF: The Court shall have 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 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 goods received and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in an invoice shall be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty 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.

LEGAL COMPLIANCE: (a) Seller shall observe and comply with all federal, state, city, and local laws, rules, and regulations affecting 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.

MATERIAL SAFETY DATA SHEETS: If some or all of the goods being provided by Seller are on CAL OSHA's "Hazardous Substances List," Seller shall, upon request, forward a completed Material Safety Data Sheet (MSDS) to the Court.

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 under this Order in the event of and from the time the Court gives notice of rejection or termination of this Order.

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Seller is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agents or 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.

TERMINATION: The Court may terminate all or part of this Order for any or no reason at any time by giving notice to Seller. Should Court terminate this Order for convenience, the Court's liability shall be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. For termination of any separate services specifically ordered, liability 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.

WARRANTIES: Seller warrants that all goods delivered shall (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 shall be fit for the purposes intended by the Court to the extent disclosed by Seller; (d) comply with the requirements of this Order; and (e) comply 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.

ATTACHMENT 3

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</i> <i>State of _____</i>