

**SUPERIOR COURT OF BUTTE COUNTY**  
**REQUEST FOR QUOTE (RFQ)**

**RFQ NO.:**

**Date Issued: 1/16/15**

**From:**

**To:**

Superior Court of California, County of Butte  
Court Services  
One Court Street  
Oroville, CA 95965

Vendor:  
Address:

Buyer: Rita McNulty  
Phone: 530 532-7013 Fax: 530 538-8567  
E-mail: rfpsolicitations@buttecourt.ca.gov

Contact:  
Phone: Fax:  
E-mail:

Acceptable Delivery Methods for Quote: Mail or Express Delivery:  Email:  Facsimile:

**THIS IS NOT AN ORDER**

**Timeline**

*All dates are subject to change at the discretion of the Court. Because the Court is moving into a facility currently under construction, it is possible that some dates may change.*

**Walkthrough Registration Date:** 2/6/15 by 5:00PM PST *Walkthrough is mandatory – see below*  
**Walkthrough Date:** 2/9/15 at 1:30PM PST  
**Deadline for Submitting Questions:** 2/13/15 by 5:00PM PST  
**Quote Submittal Date:** 2/20/15 by 5:00PM PST  
**Required Delivery Date:** By 3/18/15 by 5:00PM PST

**Payment: Net 45 days**

**Description of Requested Service:**

The Butte County Superior Court requires professional moving services to relocate designated court files from Butte County Courthouse (BCCH) located at One Court St, Oroville, Ca to North County Courthouse (NCCH) located at 1775 Concord Ave, Chico, CA. The Contractor will also move designated court files from Chico Courthouse (CCH) located at 655 Oleander Ave, Chico, CA to NCCH.

**General**

- The service must be provided between the dates of March 16, 2015 and March 18, 2015, between the hours of 8 a.m. and 5 p.m.
- Contractor will need to physically move approximately 500 linear feet of case files from their current shelving locations at BCCH and CCH. They will need to be transported, by the Contractor, from the BCCH and CCH facilities to the NCCH facility.
- Upon arrival at the NCCH facility, the court files will need to be unpacked by the Contractor and loaded onto shelving at NCCH as directed by the project manager.
- All files must remain in the order that is designated by the project manager.
- Contractor will provide all packing containers, moving carts/equipment, and transportation

**Staffing**

- Due to the critical nature and timeliness of each move, the Contractor's designated lead must be conversant in English and have excellent communication skills. If there are Contract performance problems, a supervisor must be available to meet on site as often as needed to resolve the problem.
- All employees of the Contractor shall be uniformed or required to wear an identification badge at all times when move activity is underway.
- Contractor shall provide a list, which includes the full names of all employees that will be assigned to the move. Court reserves the right to limit/reject the participation by any Contractor personnel that is determined not to be in the best interest of the Court.

**Materials/Protection**

- Contractor will protect court files from inclement weather.
- The movement of court files will only occur under the specific direction and observation of the project manager or his or her designee.
- Contractor shall protect all surfaces (walls, floors, elevators, windows, etc) from damage by providing adequate building protection as approved by Court. Contractor shall notify Court in writing of any pre-existing damage to furnishings, equipment, surfaces, etc., prior to the move and receive verification from the project manager or designee. Once the move is completed Contractor and Court shall inspect for any damage caused by the move. Any damage caused by Contractor shall be repaired or replaced at Contractor’s expense and within a reasonable period of time.

**Walkthrough** – A walkthrough will be held at 1 Court Street, Oroville CA, 655 Oleander Avenue, Chico CA, and 1775 Concord Avenue, Chico CA (bidders will meet the court contact first at 1 Court Street, Oroville). The purpose of the walkthrough is for bidders to familiarize themselves with the facilities and court files. Attendance at the walkthrough is mandatory. Bidders who submit a bid without attending the walkthrough will have their bids deemed nonresponsive. Bidders must register for the walkthrough by submitting an e-mail to the Court Buyer listed above **by 5:00pm on 2/6/15.** Bidders will receive additional instructions and directions to the walkthrough after registering. Note that the walkthrough is intended to be the primary method for bidders to familiarize themselves with the work required.

**Evaluation Criteria** – Bids will be evaluated to determine the bid that offers the best value to the Court. The evaluation will be based upon cost/pricing factors; ability to meet timing requirements and vendor history. A bid must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any bid whose price is outside of the competitive range.

Item	Quantity	Description	Unit Price	Extension
<b>Sub Total:</b>				\$
F.O.B.:				

Shipping Cost: \$ \_\_\_\_\_ Tax: \$ \_\_\_\_\_ Total Cost: \$ \_\_\_\_\_

Bid Valid Through: \_\_\_\_\_

**Other information:** Solicitation Instructions are attached. Standard Terms and Conditions should be viewed at <http://www.courts.ca.gov/documents/jbcm-attach1po.pdf>.

Vendor’s Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Email: \_\_\_\_\_

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

Submission Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

# SOLICITATION INSTRUCTIONS

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

The vendor must complete one copy of the Request for Quote form ("RFQ form"). The completed RFQ 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 RFQs in the future.

## **RFQ ADDENDA**

The Court may modify this solicitation document prior to the date fixed for submission of quotes by providing notice to potential proposers. 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.**

## **PRE-QUOTE CONFERENCE/WALK-THROUGH**

The Court may require that interested vendors attend a mandatory pre-quote conference to discuss the scope of work. If the Court elects to require a pre-quote conference, the Court will notify vendors of the location, date and time. In the event a potential vendor is unable to attend the pre-quote conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Quotes from vendors who did not attend the pre-quote conference will not be accepted and will be returned unopened.

## **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. Vendors are specifically directed NOT to contact any other Court personnel or consultants regarding this RFP at any time prior 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 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.

## **DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE") INCENTIVE**

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

Eligibility for and application of the DVBE incentive is governed by the COURT's DVBE Rules and Procedures. Bidder will receive a DVBE incentive if, in the COURT's sole determination, Bidder has met all applicable requirements. If Bidder receives the DVBE incentive, the

dollar amount of its bid will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsible bid, not to exceed \$100,000.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Bidder wishes to seek the DVBE incentive:

1. Bidder must complete and submit with its bid the Bidder Declaration (Attachment 1). Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Bidder must submit with its bid a DVBE Declaration (Attachment 2) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Bidder will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Bidder not receiving the DVBE incentive. In addition, the COURT may request additional written clarifying information. Failure to provide this information as requested will result in Bidder not receiving the DVBE incentive.

If this solicitation is for IT goods and services, the application of the DVBE incentive (including the maximum value of the DVBE incentive) may be affected by application of the small business preference. For additional information, see the COURT’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

If Bidder receives the DVBE incentive: (i) Bidder will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Bidder must use any DVBE subcontractor(s) identified in its bid unless the COURT approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its bid will constitute a breach of contract.

**FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.**

*End of Instructions*

## PURCHASE ORDER TERMS AND CONDITIONS

**ACCEPTANCE:** By delivering the ordered goods or commencing performance under this order, vendor agrees to the specifications, terms and conditions in or referenced by this document (collectively, the "Order"). Vendor'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.

**AUDIT RIGHT:** Vendor agrees to maintain records relating to performance and billing by Vendor under this Order for a period of four years after final payment. During the period of time that Vendor 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 Vendor. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by 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 will be F.O.B. "Destination." Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Vendor must arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

**INDEMNITY:** Vendor 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) A defect, whether latent or patent, in the goods or services purchased hereunder, (II) An act or omission of vendor, its agents, employees, independent contractors, or subcontractors in the performance of this agreement, (III) The infringement of any third party intellectual property or other rights by the goods or services purchased hereunder, (IV) A breach of 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 or delivery and acceptance of the goods and services. This indemnity does not cover claims, losses or expenses to the extent they arise out of the gross negligence of the court.

**INSPECTION AND ACCEPTANCE:** Notwithstanding any prior inspection or payments, all goods and services delivered hereunder are subject to final inspection and acceptance or rejection by 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 Vendor's expense and risk. Payment does not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

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

**INVOICES, PAYMENT AND SETOFF:** The Court has no obligation to pay for any item until one original and two copies of a correct, itemized invoice for the item is received at the address shown on the face of this Order. Payment is due thirty days from receipt of a correct, itemized invoice. Each invoice must be printed on Vendor's standard printed bill form, and must include at a minimum (i) the Order number, (ii) Vendor's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit 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 will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Vendor within thirty days from Vendor's receipt of a debit memo or other written request for payment by the Court. The Court has the right at any time to set off any amount owing from Vendor to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

**LEGAL COMPLIANCE:** (a) Vendor must observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this Order. (b) Vendor and its subcontractors, if any, must not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Vendor must ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Vendor and its subcontractors, if any, must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Vendor must comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA, as well as California's Fair Employment and Housing Act (Government Code section 12990 et seq.). (d) This Order incorporates the terms and conditions set forth in the document entitled "JBCL Required Provisions," posted at [http://www2.courtinfo.ca.gov/phoenix\\_termsandconditionsRev09182012.pdf](http://www2.courtinfo.ca.gov/phoenix_termsandconditionsRev09182012.pdf).

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

**RISK OF LOSS:** Vendor bears the risk of loss or damage to the ordered goods until Vendor 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, Vendor bears 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:** Vendor is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agents or employees will be considered agents or employees of the Court. Vendor may not assign, subcontract, or delegate its obligations under this Order without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void.

**TERMINATION:** The Court may terminate all or part of this Order for any or no reason at any time by giving notice to Vendor. Should Court terminate this Order for convenience, the Court's liability will be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. For termination of any separate services specifically ordered, liability will be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate will be used in determining a reasonable price. Upon receipt of a termination notice, Vendor must, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

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