

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA
Request for Quotes – Non-IT Goods

Court Contact Info:

Superior Court of California, County of Shasta
1500 Court Street, Room 205
Redding, CA 96001
Buyer: Dawn Talbott
Phone: (530) 245-6741
Email: purchasing@shasta.courts.ca.gov

RFQ # 2023-01

Date Issued: 06/14/2023

Acceptable Delivery Methods: E-Mail: Mail: Hand Delivery:

Quote Due Date and Time (must be received by):	June 30, 2023 at 3:00 pm PST
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THIS IS NOT AN ORDER

Description of Requested Goods: Appliances
See Attachment A, Scope of Work for product specifications

Terms and Conditions: Purchase Order Terms & Conditions (attached);
Solicitation Instructions (attached)

Attachments: • Attachment A, Scope of Work
• Attachment B, Vendor Certification

Required Documents Due by Quote Due Date and Time: Request for Quotes form (this page);
Attachments B, and Pricing Sheet (dealer form)

Payment: Net 30 days from invoice, invoiced monthly

Vendor: _____ Federal Tax ID: _____

Contact Name: _____

Address: _____

Phone: _____ E-Mail: _____

**ATTACHMENT A
PRODUCT SPECIFICATIONS**

Capsule coffee machines Full-size	24
Counter top microwaves (min. 1000 watt) No larger than 41" wide x 23" deep	27
Compact refrigerators (no freezer) 26" wide x 34" high, counter depth	14
24" wide x 32" high, counter depth	18
Full size refrigerators (no water) 32" wide, counter depth, no height restriction	4
TOTAL APPLIANCES	87

End of Attachment A

**ATTACHMENT B
VENDOR CERTIFICATION**

DARFUR CONTRACTING ACT

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or 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 bid or proposal.

To submit a bid or 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 by PCC § 10476, but we have received written permission from the Court to submit a bid or proposal pursuant to PCC § 10477(b). *A copy of the written permission from the Court is included with our bid 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** we are not a “scrutinized company” as defined by PCC § 10476.

For paragraph 3 only:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 3. This Certification is made under the laws of the State of California.

<i>Company/Vendor</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>

End of Attachment D

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"). THIS ORDER CONSTITUTES THE ENTIRE AGREEMENT BETWEEN COURT AND VENDOR, AND SUPERSEDES ALL PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT TO THE SUBJECT MATTER HEREOF. VENDOR'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THIS ORDER'S TERMS AND CONDITIONS MAY ONLY BE VARIED BY A WRITING SIGNED BY COURT'S DULY AUTHORIZED REPRESENTATIVE.

AUDIT RIGHT: Vendor must maintain records relating to performance and billing by Vendor under this Order until five years after final payment. During the period of time that Vendor is required to retain such records, Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and materials for purposes of confirming the accuracy of invoices submitted hereunder.

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 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-Freight Prepaid." Unless otherwise shown in 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. An itemized packing slip with Court's Order number, description of the goods, quantity and unit of measure and item/part number must be included in the shipment of the goods. If Vendor ships multiple containers for the Order, Vendor must also number the containers with shipping labels, identify the total number of containers, and identify the container in which the packing slip is enclosed. Vendor bears the risk of loss or damage to the ordered goods until Vendor delivers and installs the goods to 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 Court gives notice of rejection or termination of this Order.

DISPUTE RESOLUTION: The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Order.

INDEMNITY: Vendor will indemnify, defend, and hold harmless 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 Order, (iii) the alleged or actual infringement of any third party intellectual property or other rights by the goods or services purchased hereunder, and (iv) a breach of a representation, warranty, or other provision of this Order. 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 Order 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 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 Court at any time within thirty days after delivery to 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 Court and returned or held at Vendor's expense and risk. Payment does not constitute an acceptance of the material nor impair 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: 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 remit address, (iii) the nature of any invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit 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 Court due to rejections of goods or services or discrepancies in an invoice will be, at Court's option, fully credited against future invoices payable by Court, or paid by Vendor within thirty (30) days from Vendor's receipt of a debit memo or other written request for payment by Court. Court has the right at any time to set off any amount owing from Vendor to Court against any amount payable by Court under 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, disability (mental or physical) including HIV and AIDS, medical condition (including cancer and genetic characteristics), marital or domestic partner status, age (40 and over), request for family and medical care leave, sex (including gender and gender identity) 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," (as may be amended from time to time) posted at http://www2.courtinfo.ca.gov/phoenix_termsandconditions3.pdf. 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 Court. This Order shall be governed by the laws of the State of California without regard to its conflict of laws provisions. For Orders \$100,000 or more, Vendor certifies, under penalty of perjury, that it: (i) is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code); (ii) is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); and (iii) does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act or the California Fair Employment and Housing Act.

PREVAILING WAGE: For public works projects over \$1,000, this Order incorporates the terms and conditions set forth in the document entitled "Prevailing Wage Required Provisions," (as may be amended from time to time) posted at <http://www2.courtinfo.ca.gov/Prevailing-Wage-Attachment.pdf>

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTORS: Vendor is an independent contractor and while performing work on or off Court's premises neither it nor any of its agents or employees will be considered agents or employees of Court. Vendor may not assign, subcontract, or delegate its obligations under this Order without the prior written consent of Court, and any attempted assignment, subcontract, or delegation is void. Subject to the foregoing, the terms and conditions of this Order apply to any assignee, subcontractor, or delegate.

TERMINATION: 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, 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 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 Court's directions as to work in progress and finished goods.

WARRANTIES: Vendor warrants that it complies with all applicable laws and regulations, and that it shall obtain and keep current all necessary licenses, approvals, permits, and authorizations required by applicable laws and regulations for the performance of Vendor's obligations. 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 Court to the extent disclosed to Vendor; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations. Vendor warrants that all services will be rendered in a good

and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations, in accordance with industry standards.

End of Instructions

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. The Court is not responsible for any expenses that vendors may incur for attending the walkthrough.

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 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 terms of the attached Standard Agreement. Submittal of a proposal indicates that the vendor accepts the Standard Agreement terms.

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 Rule 10.500 of the California Rule of Courts 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 form 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.

ADA

The Court complies with the Americans with Disabilities Act and requests for accommodation of disabilities should be directed to the ADA Coordinator at (530) 245-6721.

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. Vendors are required to submit with their quote a certification that they have not conducted business outside of the United States within the last three years, or if it has, 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.

PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). The deadline for a solicitation specifications protest is the Quote Due Date and Time as specified on the RFQ form. Protests must be submitted to:

Drew Lund
1500 Court Street, Room 205
Redding, CA 96001

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

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 CERTIFICATION

In accordance with Public Contracts Code section 12205, the Court requires vendors to certify in writing, under penalty of perjury, the percentage of recycled content in the products, materials, goods or supplies offered or sold to the Court. This requirement applies even if the product contains no recycled material. The 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, or product advertisement.

End of Instructions