

**SUPERIOR COURT OF SANTA BARBARA COUNTY**  
**REQUEST FOR Proposal – GOODS**

**Date Issued: July 5, 2010**

<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	<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:** July 19, 2010 due no later than 3:00 Pacific Standard Time

**Description of Requested Service:** The Superior Court of Santa Barbara County 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 submitted with the bid and received by the court no later than the due date.

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

**Payment Terms** Net 30 days

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

1. Product Quality
2. Cost Efficiency
3. Ability to meet timeline

\* *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: \_\_\_\_\_

## **BID INSTRUCTIONS**

### **SUBMITTAL OF BIDS AND RESERVATION OF RIGHTS**

The vendor must complete one copy of the Request for Proposals form ("RFP form"). The completed RFP must be delivered to the Court contact listed on the RFP form prior to the bid submittal date and time indicated. Bids may be hand delivered, mailed via Federal Express or delivered by courier.

All information entered on the RFP 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 RFP.

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

### **RFP ADDENDA**

The Court may modify this solicitation document prior to the date fixed for submission of bids by providing notice to potential bidders. 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 bid to include all addenda issued in any resulting contract.

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

If a vendor submitting a bid 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.

Prior to the bid submittal deadline if a vendor submitting a bid 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 bid 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 RFP must be directed to the individual named in the Court Contact Info on the RFP form. Vendors are specifically directed NOT to contact any other Court personnel or consultants regarding this RFP at any time prior to an 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 General Terms and Conditions. Submittal of a proposal indicated that the vendor accepts the General Terms and Conditions.

### **CONFIDENTIAL OR PROPRIETARY INFORMATION**

All materials submitted in response to this solicitation will become property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the bid. One copy of a submitted bid 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 BID**

If an error is discovered in a vendor's bid, the Court may at its sole option retain the bid 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 bid 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 bid that renders the vendor unwilling to perform under any resulting purchase order, the vendor must immediately notify the Court in writing and request to withdraw the bid. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

*End of Instructions*

## **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
  - Court to provide the beginning number for order
  
- 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
  - Reinforce 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 listed by **August 20**

## Pricing Vendor Quote

### Option 1

Material/Description	Quantity	UM	Gross Price	Amount
Case File Folder with Color Coded Numbers	8,250	Ea		\$
Case File Folders – No Numbers	2,250	Ea		\$
Custom File Backs	6,000	Ea		\$
<b>Optional</b>				
Color Coded Single Number Labels ½ inch	1	Roll		\$
Color Coded Single Number Labels 1 inch	1	Roll		\$

Pricing for Labels: 1 single roll of 1 number, please indicate how many labels are packaged per roll

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	4,000	\$
	Case File Folders – No Numbers	750	
Superior Court of Santa Barbara County Figueroa Division 118 East Figueroa Street Santa Barbara, CA 93101	Case File Folders – No Numbers	1,000	\$
	Custom File Backs	6,000	
Superior Court of Santa Barbara County Cook Division 312 E. Cook Street Santa Maria, CA 93454	Case File Folder w Color Coded #'s	3,750	\$
	Case File Folders – No Numbers	250	
Santa Maria Juvenile Court 4285 California Blvd. Santa Maria, CA 93455	Case File Folder w Color Coded #'s	500	\$
	Case File Folders – No Numbers	250	

### Option 2

Material/Description	Quantity	UM	Gross Price	Amount
Case File Folder with Color Coded Numbers	16,500	Ea		\$
Case File Folders – No Numbers	4,500	Ea		\$
Custom File Backs	6,000	Ea		\$
½ inch numbered labels	1	Set		\$
1 inch numbered labels	1	Set		\$
				\$
				\$

Please add additional sheets as necessary for pricing options and include any options for Warehousing file folders for larger orders.

Please indicate pricing for full sets. 1 roll of each number.

# PURCHASE ORDER 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. 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 and two copies 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.

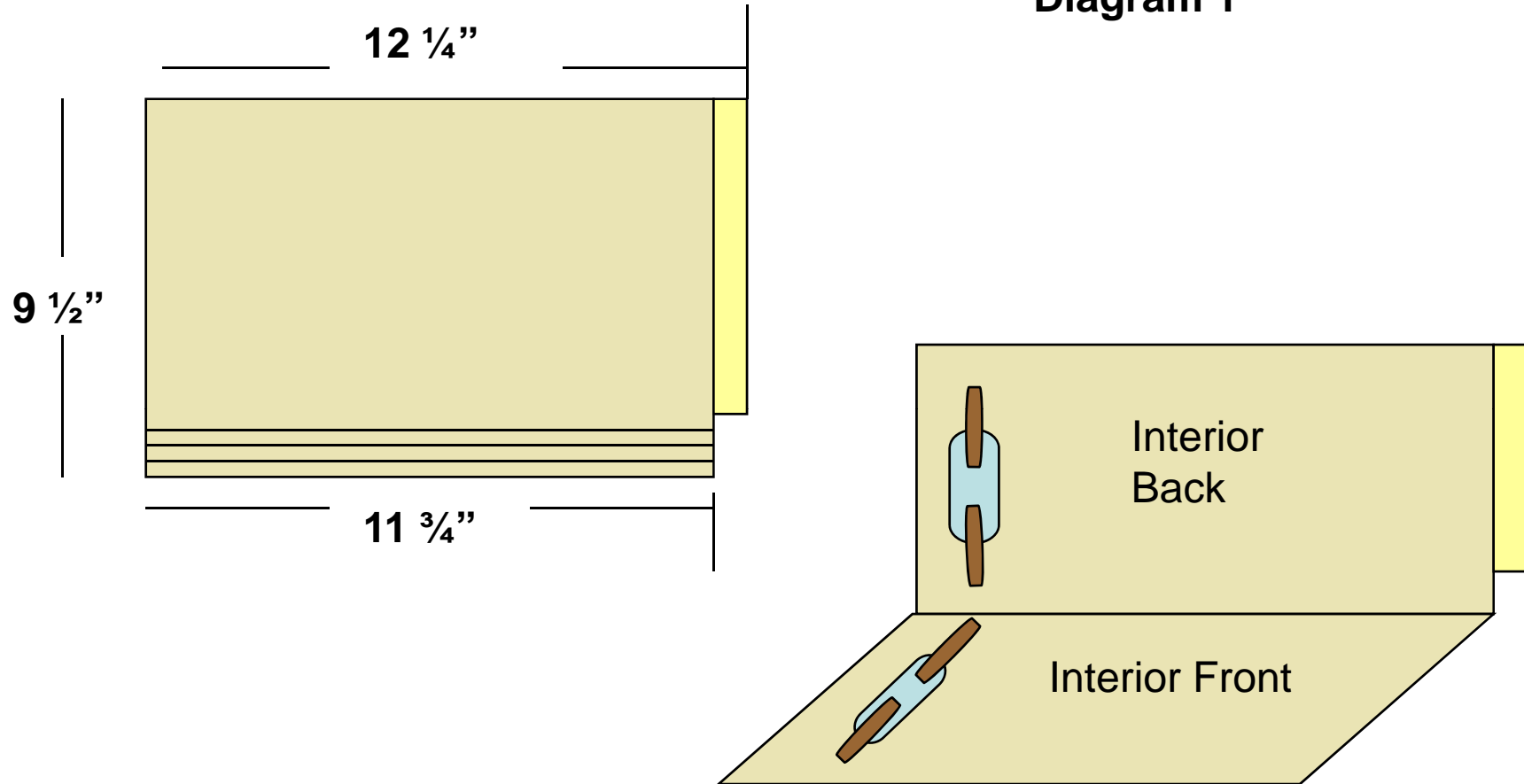
## **LEGAL COMPLIANCE**

- (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 agency of 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.

Diagram 1

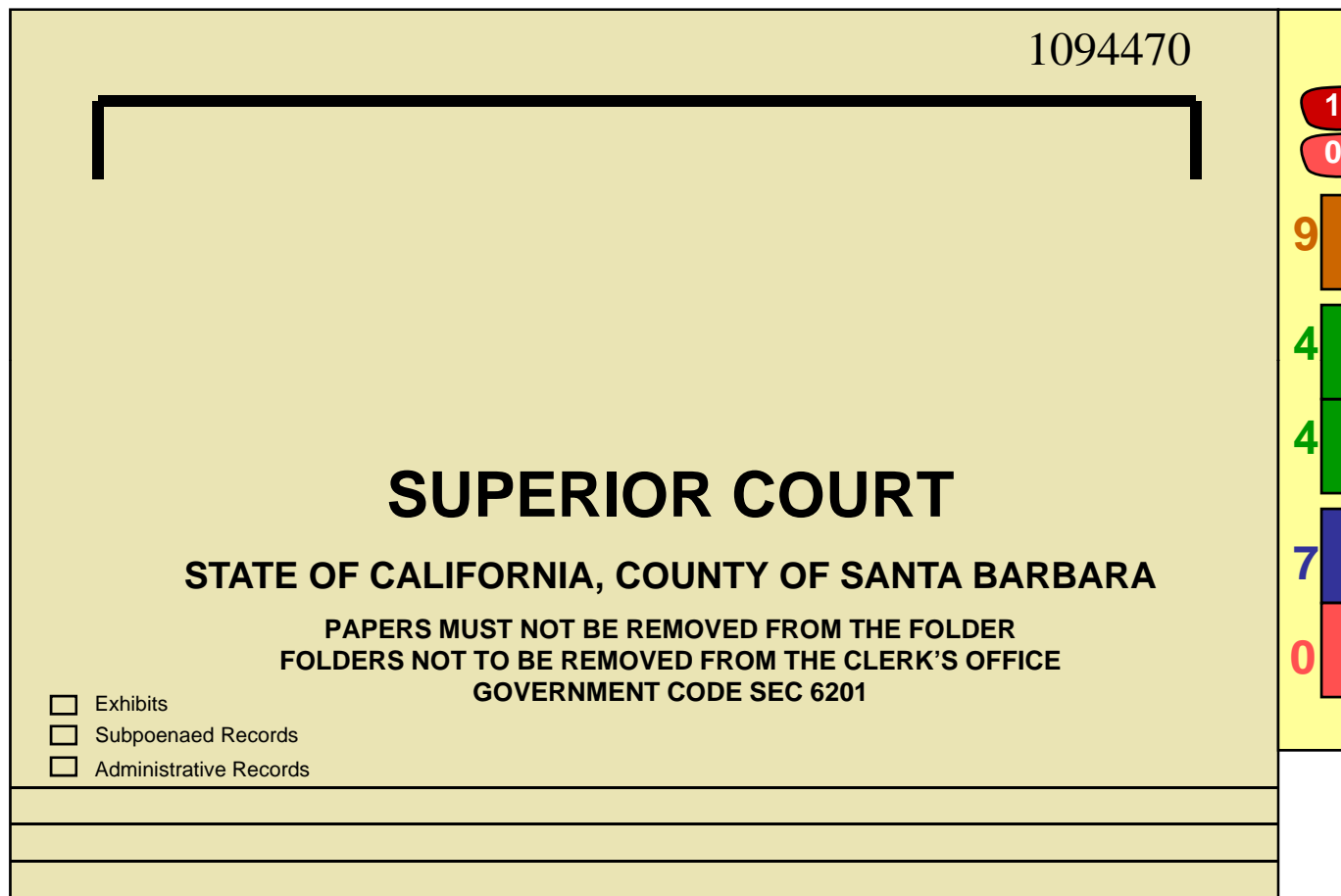


Note: Diagrams are NOT to scale or color

12 1/4"

Diagram 2

9 1/2"



11 3/4"

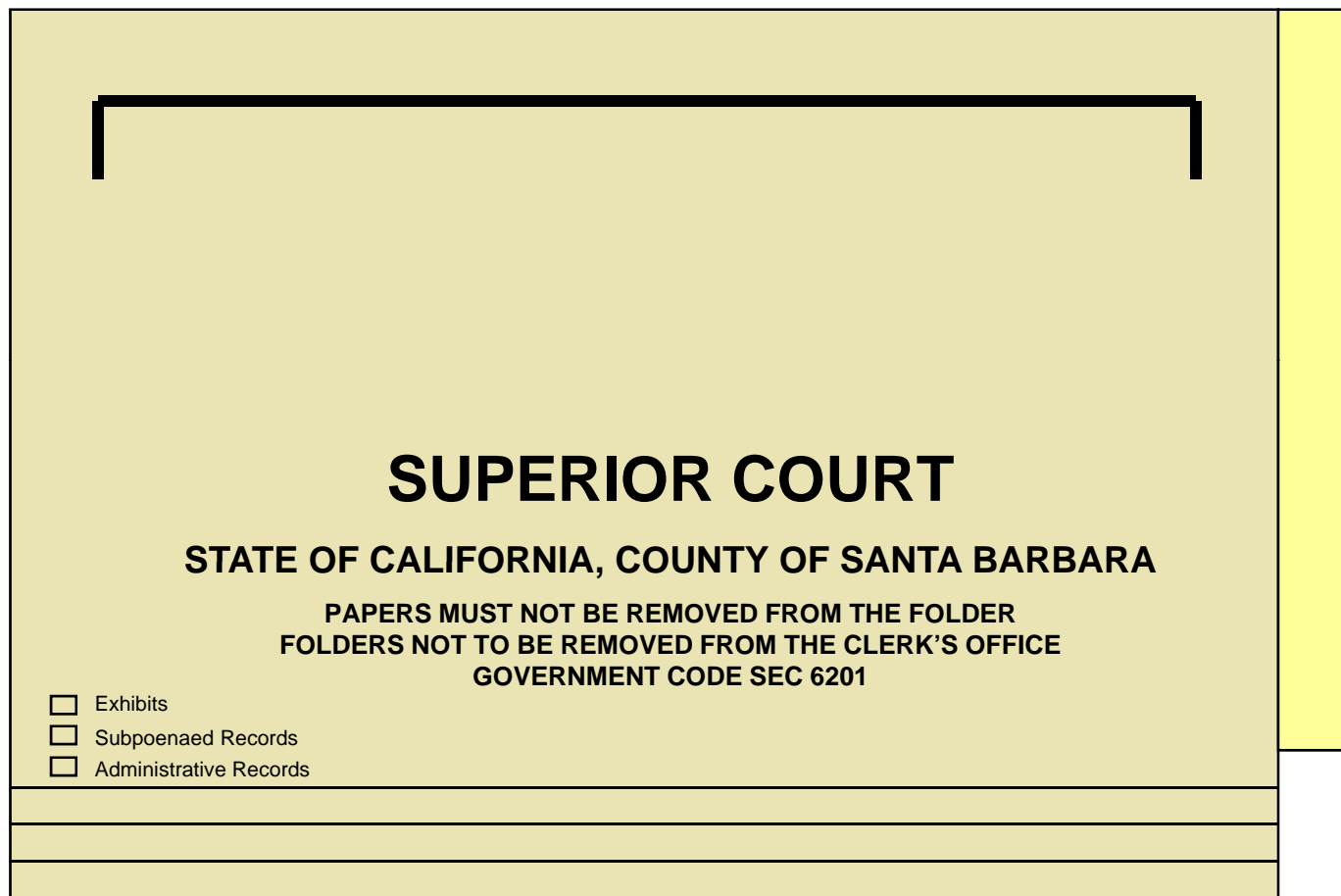
Note: Diagrams are NOT to scale or color



12 1/4"

Diagram 3

9 1/2"

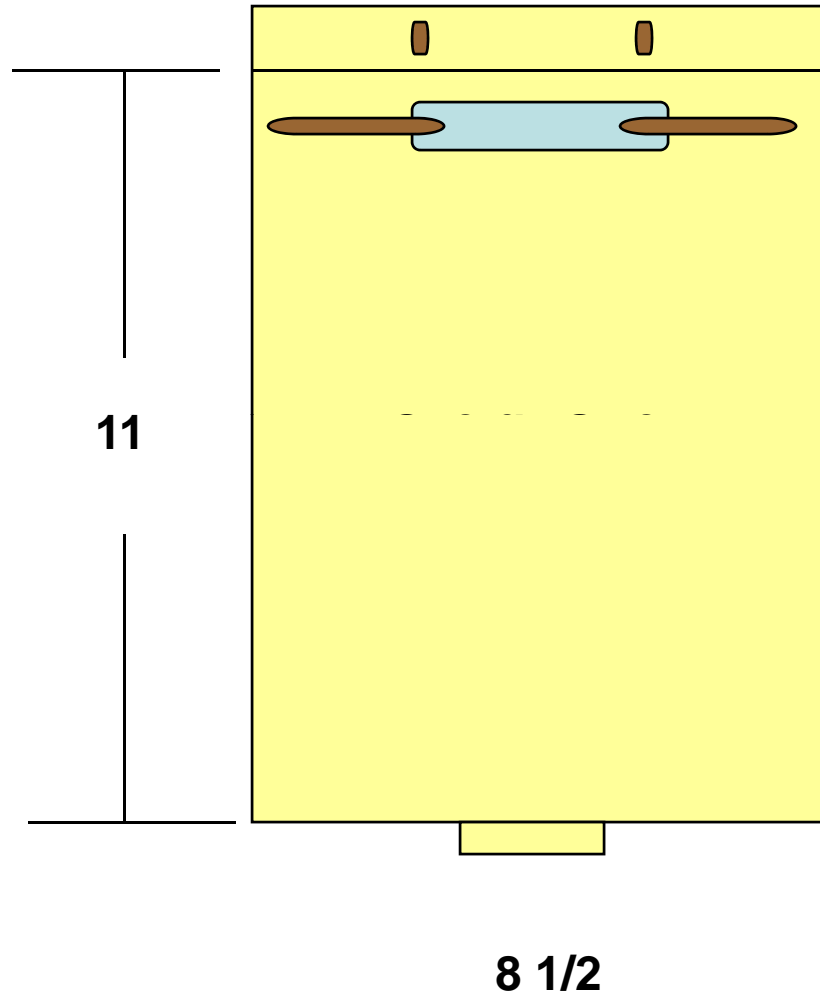


11 3/4"

**Blank File Folders**

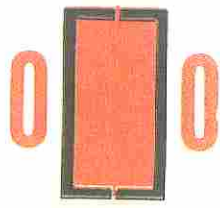
**Note: Diagrams are NOT to scale or color**

**Diagram 4**



**Custom File Backs**

**Note: Diagrams are NOT to scale or color**





[REDACTED]

# SUPERIOR COURT

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

PAPEERS MUST NOT BE REMOVED FROM THE FOLDER  
FOLDERS NOT TO BE REMOVED FROM THE CLERK'S OFFICE  
GOVERNMENT CODE SEC 82071

- Exhibits
- Suspended Records
- Administrative Records

[REDACTED]