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| Court seal FINAL jpg | SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO CENTRAL DIVISION, HALL OF JUSTICE, 330 W. BROADWAY, SUITE 357, SAN DIEGO, CA 92101  **REQUEST FOR QUOTATION** |

**THIS IS A REQUEST FOR QUOTE, NOT AN ORDER**

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| Date: | 07/08/2013 | | | | RFQ/Tracking Number: | | | DA00084-14 |
| **Bids are Due:** | | **07/12/2013** | | **no later than 2:00 p.m.** | | | | |
| Buyer’s Name: | | Deborah Arnold | | | Email: | Deborah.arnold@sdcourt.ca.gov | | |
| Telephone Number: | | | 619-450-7163 | | Fax Number: | |  | |

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| --- | --- | --- | --- |
| The court is requesting quotations for the goods/services listed below. Calculate and enter unit price, extended price, and sales tax into the appropriate box for each item. The court is not exempt from California sales tax. | | | |
| Delivery Date: |  | Payment Terms: |  |

Quantity Unit Description of Goods/Services Unit Price Extended Price

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1 | EA | AdminStudio Enterprise Complete Plus (per desktop) Maintenance Renewal (Silver)  Product Code: KSWLDK1  Number of Users/Devices: 2500  Start Date: 07/10/2013 – End Date 07/10/2014 | $ | $ |
| Sales Tax | $ |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | $ | $ |
| Sales Tax | $ |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | $ | $ |
| Sales Tax | $ |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | $ | $ |
| Sales Tax | $ |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | $ | $ |
| Sales Tax | $ |

|  |  |
| --- | --- |
| **Total** | $ |

See page     for additional items.

Company Name:       Auth. Rep. Name:

Address:       City:       State:       Zip:

Email:       Telephone Number:       Fax Number:

Date:

Signature of Authorized Representative

Instructions and Conditions

1. Bidders must submit bid offer on this Request for Quotation sheet via the fax number or email listed above, or bids must be sent by registered or certified mail, courier service, or delivered by hand to Administrative Services at the address above.
2. Bids submitted by fax will be considered only if they are sent to the fax number listed above. Bids sent to any other fax number will not be considered. To be considered, all pages of the faxed bid that are received before the bid due date specified above will be considered “the complete bid.” Be advised that there is a heavy demand placed on the fax machine receiving bids and the court assumes no responsibility if a Bidder cannot transmit its bid via fax, or if the entire bid is not received before the bid due date.
3. Court may reject any or all bids.
4. Quotations are to be firm for a period of 60 days.
5. No substitutions allowed, except as indicated.
6. All items shall be offered Freight On Board (FOB) destination with inside delivery.
7. Tie Bids: In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two court employees. The court will provide notice of the date and time of the coin toss to the affected Bidders, who may attend the coin toss at their own expense.
8. Bidder must submit with its bid, for itself and each of its affiliates that make sales for delivery into California, a copy of either (a) a California seller's permit issued under Rev. & Tax. Code § 6066 et seq. or (b) a certificate of registration issued under Rev. & Tax. Code § 6226.
9. Americans with Disabilities Act: The court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Bidders should be directed to:

[ADA.Coordinator@sdcourt.ca.gov](mailto:ADA.Coordinator@sdcourt.ca.gov)

1. Disabled Veteran Business Enterprise (DVBE) Incentive: 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.

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

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 CA Department of General Services (DGS).

If Bidder wishes to seek the DVBE incentive:

a. Bidder must complete and submit with its bid the DVBE Incentive Qualification Declaration (SDSC Form #PUR-003) (Attachment 1), attached. Bidder must also submit all materials required in the DVBE Incentive Qualification Declaration.

b. Bidder must submit with its bid a DVBE Status Declaration (SDSC Form #PUR-004) (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 Status Declaration. If Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Status Declaration. **NOTE**: The DVBE Status 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 Bidder receives the DVBE incentive: (i) Bidder will be required to complete a Post-Contract certification (SDSC Form #PUR-006) 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 MISREPREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MIL. & VET. CODE §** **999.9.**

1. Protests: This procurement is estimated to be below the applicable threshold for which protests are accepted, therefore, NO PROTESTS WILL BE ACCEPTED for this procurement and the court will reject any protest received. See San Diego Superior Court’s Procurement Protest Policy (SDSC Form #ADM-244) available on the court’s website.
2. Terms and Conditions if Awarded:

**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 if (i) a defect, whether latent or patent, in the goods or services purchased hereunder, (ii) and 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 a 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 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 U.S.C. § 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 (Gov. Code § 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>.

**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.

1. 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 Bus. & Prof. Code § 17030.