



Superior Court of California, County of San Francisco
Request for Quote
Date: September 1, 2023
RFQ#38-23-Shredding Confidential Documents

From:
Superior Court of California
County of San Francisco
Procurement Team
solicitationsmailbox@sftc.org

To: Prospective bidders

THIS IS NOT AN ORDER

DO NOT CONTACT ANYONE AT THE COURT ABOUT THIS RFQ

1. Timeline:

- A. Quotes are due by 2:00 P.M. Pacific Time on September 7, 2023 and only to solicitationsmailbox@sftc.org.
- B. Late quotes, for any reason, will not be accepted. We recommend submitting quote early as you will receive acknowledgement of receipt during business hours within two hours of submission.
- C. Court wishes to contract as soon as possible.

2. Information:

- A. The selected Vendor must accept the Court's contract terms and conditions without material changes. See Attachment 1.
- B. Quote must be signed by authorized signatory.
- C. Email submission of quote must include the company owner or CEO sent by or copied on the email.

3. Goods and Services: Provide 64 gallon locking bins; shredding service for confidential documents; and certificate(s) of destruction.

Frequency: Pick up all bins at all locations once per month.

Locations: See Attachment 2. Number of locations and number of bins subject to change.

ATTACHMENTS AND QUOTE TEMPLATE FOLLOW ON NEXT PAGES

QUOTE TEMPLATE

You do not have to use the quote template, but please include same information on your quote including your company name, business FEIN, authorized signature, authorized signatory's name and title, and date of the quote.

Item	Description	Quantity	Rate	UOM	Total
1.					
2.					
3.					
4.					
5.					
6.					
	Grand Total				

Do not include tax. Tax, if applicable, will be calculated at San Francisco tax rate when a PO is produced.

Business Name

Business FEIN

Authorized Signature (signed not typed)

Print Name & Title

Date

**ATTACHMENT 1
CONTRACT TERMS AND CONDITIONS**

SERVICES—SHORT FORM AGREEMENT TERMS AND CONDITIONS

- A. PERFORMANCE AND DELIVERY.** Contractor will perform the Services and deliver all Work Product as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.
- B. ACCEPTANCE.** All Services and Work Product are subject to written acceptance by the JBE. The JBE may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the JBE does not signify acceptance of the Services or Work Product.
- C. INTELLECTUAL PROPERTY.** Contractor irrevocably assigns to the JBE all right, title and interest worldwide in and to the Work Product created under this Agreement, and all applicable intellectual property rights related to the Work Product created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Contractor grants to the JBE a nonexclusive, transferable, sub-licensable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the Work Product delivered by Contractor but not created under this Agreement. The JBE retains all intellectual property rights in any materials it provides to Contractor (the "JBE Materials"). Contractor will hold the JBE Materials in trust and confidence. Contractor will use the JBE Materials solely for performing the Services and creating Work Product created under this Agreement.
- D. INVOICES, PAYMENT AND SETOFF.** After the JBE has accepted Services and Work Product, Contractor will send one original of a correct, itemized invoice for the accepted Services and Work Product to "Accounts Payable" **only via email to ap@sftc.org, and additional email address(es) if specified on page 1 of this Agreement.** Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the JBE considers reasonably necessary to permit the JBE to evaluate the Services performed and the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the JBE rejects any Services or Work Product after payment to Contractor, the JBE may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by the JBE, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the JBE's request. Unless Contractor is a governmental entity, the JBE will take no action on invoices submitted before Contractor has completed the JBE's standard payee data record form, which Contractor may obtain from the JBE. Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request. In no event shall the Court be obligated to pay any amount in excess of the contract maximum. Contractor waives all claims against the Court, and all Judicial Branch Entities on account of project costs that exceed any amount not included in the Budget and/or the sum of this contract.
- E. WARRANTIES.** Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the JBE, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.
- F. CHANGES.** Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the JBE's authorized representative.
- G. AUDIT RIGHTS.** Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the JBE, the State Auditor, or their representatives during normal business hours for inspection and copying.
- H. INDEMNITY.** Contractor will indemnify and hold harmless the JBE, 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 work product, (ii) an act or omission of contractor, its agents,

employees, independent contractors, or subcontractors in the performance of this agreement, and (iii) 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, acceptance of services, and delivery and acceptance of work product. This indemnity does not cover claims, losses or expenses to the extent they arise out of the gross negligence of the jbe.

I. TERMINATION. The JBE may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the JBE terminates this Agreement for convenience, the JBE's liability will be the reasonable price for the Services rendered prior to termination, not to exceed the Maximum Amount. If an hourly or other time-based rate for Services is specified on the coversheet of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the JBE's directions as to work in progress and the delivery of completed or partially-completed Work Product.

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

K. [REVISED] REPRESENTATIONS. Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Codes 16645-49 and 12585; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; (viii) if Contractor is a charitable corporation, unincorporated association, or trustee, Contractor certifies they are registered with the California State Attorney's Office and are maintaining a status of 'Current;' and (ix) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the JBE. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the JBE. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

L. ANTITRUST. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

M. MISCELLANEOUS. Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the JBE. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the JBE, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in San Francisco County,

California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the JBE's prior written approval, which may be denied for any or no reason.

END OF ATTACHMENT 1

ATTACHMENT 2

Bin Locations

Location of bins and number of bins subject to change. Indicate ramifications, if any, on your quote.

400 McAllister Street – Civic Center Courthouse

- 7 floors, 10 locations, 14 bins

575 Polk Street – Polk Street Annex

- 1 floor, 1 location, 1 bin

850 Bryant Street – Hall of Justice

- 3 floors, 5 locations, 8 bins

375 Woodside Avenue – Juvenile Justice Center

- 1 floor, 1 location, 2 bins

**END OF ATTACHMENT 2
END OF RFQ 38-23-004**