



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO**

REQUEST FOR BID

CUSTOM CASE FILE FOLDERS

RFB NUMBER 2010 - 001

BIDS DUE BY

THURSDAY, MARCH 11, 2010 AT 4:00 P.M. (PST)

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I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

The Superior Court of California, County of San Mateo (“Court”) is issuing this Request for Bid (“RFB”) to provide the Court with competitive bids for printing and delivering of custom case specific file folders for various divisions of the court. It will be the responsibility of the successful bidder to provide the Court with quality custom file folders in accordance with the specifications, terms and conditions described herein.

1.2 RFB Layout and Sections

This RFB is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Bid Format and Content
4. Statement of Work
5. General Conditions
6. Attachments

1.3 Project Overview

The Court is requesting Bids from highly qualified vendors with expertise in providing printing of and quality card stock for customized case-specific file folders.

The Court intends to award a contract to a vendor that is able to:

- a) provide a high quality and durable file folder stock;
- b) quality printing of the file folders;
- c) facilitate the needs of the Court in the shipment and staging of file folders
- d) and to provide other services as further described in Section IV of this RFB.

However, the Court reserves the right to reject any or all bids, in whole or in part, submitted in response to this RFB. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFB.

1.4 This is an all or nothing award.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFB issuance through notice contract award. All deadlines are subject to change at the Court’s discretion.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1	Issue RFB	February 8, 2010
2	Notification of Intent from Proposers to Participate in Pre-Bid Conference	February 18, 2010, 4:30 PM (PST)
3	Pre-Bid Conference Date and Time Hall of Justice, Conference Room 2A Redwood City, CA	Wednesday, February 24, 2010, 2:30 PM (PST)
4	Deadline for Proposer Questions or Requests for Clarifications or Modifications	March 2, 2010, 4 PM (PST)
5	Bid Due Date and Time	Thursday, March 11, 2010 at 4 p.m. (PST)
6	Notice of Award (estimated)	March 31, 2010

The RFB and any addenda that may be issued will be available on the following website, referred to individually and collectively as “Court website”: www.sanmateocourt.org

2.1.1 Contact List

Project Manager:	Chris Moser, Court Services Supervisor Superior Court of California, County of San Mateo 400 County Center, 1st Floor Redwood City, CA 94063 Email: cmoser@sanmateocourt.org
Submittal Contact and: Contracting Officer	Timothy Gee, Court Contracts Analyst Superior Court of California, County of San Mateo 400 County Center, 2 nd Floor Redwood City, CA 94063 tgee@sanmateocourt.org
Court Executive Officer	John Fitton Superior Court of California, County of San Mateo 400 County Center, 2 nd Floor Redwood City, CA 94063

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document 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 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 bid as it may be made available to the public.**

Even though the Public Records Act (PRA) does not apply to the Court, the Court’s policy is to look to the PRA for guidance in responding to requests for documents. If a vendor’s bid contains material noted or marked as confidential and/or proprietary that, in the Court’s sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if

its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its bid because such information may be disclosed to the public.

2.1.3 Bid Preparation Costs

Vendors submitting bids do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a vendor for any costs incurred in preparing or submitting bids, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Bid Conference

2.2.1 Mandatory Pre-Bid Conference

A pre-bid conference to answer questions related to this RFB will be held on the date and at the time specified in Section 2.1. The location of the pre-bid conference will be held at:

Superior Court of California, County of San Mateo
Hall of Justice, Conference Room 2A
400 County Center
Redwood City, CA 94063

The pre-bid conference is mandatory; prospective proposers are required to attend in order to better understand the bid requirements. In the event a potential proposer is unable to attend the pre-bid conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Bids from vendors who did not attend the pre-bid conference will not be accepted and will be returned unopened.

A Letter of Intent from a pre-bid conference participant must be sent to the Submittal Contact at the address listed in Section 2.1.1 by the date and time noted in Section 2.1 indicating the number of individuals (of vendor and its subcontractors) who plan on attending the pre-bid conference. The Court will prepare a summary of questions and answers from the pre-bid conference, as an addendum, which will be provided to attendees or, if identified in Section 2.1, will be posted on the Court website.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFB or requests for clarification of this solicitation document, including questions regarding the General Conditions in Section V, to the Project Manager. All questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered. Without disclosing the source of the question or request, the Court will post a copy of the questions and the Court's responses on the Court website.

If a vendor's question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 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 Submittal Contact listed in Section 2.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed

for submission of bids by providing an addendum to potential proposers or, if identified in Section 2.1, by posting the addendum on the Court website.

If prior to the date fixed for submission of bids 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 propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Court

Vendors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFB at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

2.3.4 RFB Addenda

The Court may modify this solicitation document prior to the date fixed for submission of bids by providing notice to potential proposers or, if identified in Section 2.1, by posting an addendum on the Court's website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum provided or posted.

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.

2.4 Submission of Bids

2.4.1 Bid Delivery

The following must be received no later than the Bid Due Date and time specified in Section 2.1 (the "Bid Closing Time") at the address listed in Section 2.1.1 for the Submittal Contact:

- One unbound original of the technical and a separate unbound original of the cost bid;
- 3 hardbound copies of both the technical and the cost bids;
- one electronic copy of the technical bid in MS Document or PDF format, and one electronic formatted copy of the cost bid in Excel.

All bids must be submitted in double envelopes that are sealed. The outside envelope must be clearly marked with the RFB Number, Project Title, the Bid Due Date, and the proposer's name. **The cost bid must be included in the bid in a separately sealed envelope and should be marked with "Cost Bid" and the proposer's name.**

The hard copies and electronic copies of the technical bid must not include any pricing information. Bids received prior to the Bid Closing Time that are marked properly will be securely kept, unopened until the Bid Closing Time. Late bids will not be considered.

All bids must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.

The proposer is solely responsible for ensuring that the full bid is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Bids

A vendor may amend its bid prior to the Bid Closing Time. All amendments must be in writing and received by the Court prior to the Bid Closing Time.

A vendor may withdraw its bid at any time prior to the Bid Closing Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner, than described above will not be considered. Bids cannot be amended or withdrawn after the Bid Closing Time.

2.4.3 Mistake in Bid

If prior to a contract award, a proposer discovers a mistake in their bid that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the bid. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid

. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Bids

If an error is discovered in a vendor's bid, the Court may at its sole option retain the bid and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. 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 the proposer's intent is clearly established based on review of the complete bid submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Bids

Bids must include the vendor name, address, telephone and facsimile numbers, and federal tax identification number. The bid must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

Bids will be valid for ninety (90) days after the Bid Due Date specified in Section 2.1 ("Bid Validity Date"). In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Bid Validity Date.

2.4.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the bid. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their bids and in this RFB, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to perspective proposers or, if identified in Section 2.1, post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the bid includes all addenda issued prior to the Bid Due Date.

2.4.7 Independence of Bid and Joint Bids

Unless a proposer is submitting a joint bid, the proposer represents and warrants that by submitting its bid it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A bid submitted by two or more vendors participating jointly in one bid may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its bid that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of bids received in response to this RFB. All bids received from vendors will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all bids submitted, except for the cost bids, according to the minimum qualifications set forth in [Section 2.6](#).

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in [Section 2.7](#). The Evaluation Committee will first review and complete the evaluation of the technical bids, without the cost bid. Thereafter, the cost bids will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate bids that have not meet the minimum qualifications of [Section 2.6](#), or have not scored adequately in relation to other bids to warrant further consideration. The Court reserves the right to reject any or all bids, in whole or in part, and may or may not waive any immaterial deviation or defect in a bid.

The Court’s waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a bid fails to meet a material solicitation document requirement, the bid may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any bid unless the proposer expressly restricts an item or combination of items in its bid and conditions its response on receiving all items for which it provided a bid. In the event that the proposer so restricts its bid, the Court may consider the proposer’s restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best bid in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other proposers or make no award under this RFB. At any time the Evaluation Committee can reject all bids and make no award under this RFB. Moreover, the Court reserves the right to reconsider any bid submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Bids that contain false or misleading statements may be rejected if in the Court’s opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a bid is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. 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 bid. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

Unit or line item prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$0.56726 each would exceed this limitation. Unit prices that exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the “6” at the end of the unit price would be dropped off leaving a unit price of \$0.5672 each.

2.5.4 Cash Discounts

The Court encourages proposers to offer cash discounts for prompt payment, however, unless provided elsewhere in the solicitation, cash discounts offered by proposers for the prompt payment of invoices will not be considered in evaluating offers to determine the successful proposer for award of any resulting.

2.5.5 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Court may require a proposer’s representative to answer questions during the evaluation process with regard to the vendor’s bid. Failure of a proposer to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.

2.5.6 Brand Names

Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids offering equivalent items meeting the standards of quality specified may be considered, unless other specified, providing the bid clearly describes the article offered and how it differs from the referenced brand. Unless a proposer specifies otherwise, it is understood that the proposer is offering a referenced brand item as specified in the solicitation. The Court reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the Court may require the supply of additional descriptive material and a sample.

2.5.7 Samples

2.5.7 A Sample of file folders similar to the specifications of this RFB must be submitted with the bid and will not be returned to proposer for evaluation.

2.5.7B Samples of printed folders to the specifications stated in this RFB will be required once the tentative award is made to determine proposer’s responsiveness to the RFB’s technical requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection of a vendor’s bid.

The sample of goods furnished must be identical in all respects to the product or products being offered. Such samples may, upon request made by the proposer at the time the sample is furnished, be returned at proposer’s expense.

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of vendor and any proposed subcontractors):

No.	Minimum Qualifications
1	Past experience working with government entities/public sector customers for at least the past three years
2	Proof of its financial viability as exhibited by its financial statements that are required to be provided herein.
3	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference <u>Attachment C</u> , Vendor Certification Form).
4	Vendor must have all required licenses and permits to conduct business in their local and state jurisdiction.
5	Must carry insurance coverage as stated in the General Terms of the Agreement under Attachment A
6	Must demonstrate through references, which must be provided as required herein from like public agencies, its ability to provide the products and service as required under this RFB.
7	Familiarity with current statutory requirements pertaining to custom file folders and that their products will comply with those requirements
8	Ability to store printed folders until such time that they are shipped to the court locations.

The proposer must state specifically in its Executive Summary (see Section 3.1) how it will comply with each minimum qualification specified above. Subject to the Court’s right in its complete discretion to waive minor deviations or defects, only those bids that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

2.7 Evaluation Criteria

Bids will be evaluated to determine the bid or bids that offer(s) the best value to the Court. The evaluation will be based upon the following criteria. Although some factors are weighted more than others, all are considered necessary, and 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.

- a. Cost/Pricing factors
- b. Accuracy in meeting print specifications
- c. Experience on similar assignment
- d. Reasonableness of cost projections
- e. Financial viability and stability
- f. Ability to facilitate the court’s needs for storage and shipment of the product.
- g. Ability to meet timing requirements for printing and shipping of the product.
- h. Timeliness of Delivery
- i. Accuracy in billing practices
- j. Inventory management of printed folders held prior to shipment
- k. References
- l. Quality of the printing and file folder stock
- m. Truth n pricing (not adding cost overruns that were not part of the bid).

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of bids, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its bid. If the Court determines that interviews or presentations are required, selected proposers will be notified in

writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

If the Court desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers or make no award under this RFB. The Court reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment terms will be in accordance with the payment provisions of Attachment A, Contract Terms and Conditions and as further described in Section 4 – Statement of Work. **THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.**

2.8.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of the Court's Executive Officer or designee as noted in Section 2.1.1.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Contract in accordance with the Statement of Work in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 General

Failure of proposer to comply with the protest procedures set forth in this Section 2.10, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2.10.2 Prior to Submission of Bid

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a bid. Such protest must be received prior to the Bid Closing Time.

The protestor will have exhausted all administrative remedies specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; Section 2.3.4, RFB Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.3 After Award

A vendor submitting a bid may protest the award based on allegations of improprieties occurring during the bid evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a bid that it believes to be responsive to the solicitation document.
- b. The vendor believes that its bid meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a bid for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.10.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Bid section of this RFB who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

2.10.5 Determination of Protest Submitted Prior to Submission of Bid

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a bid, the Court will provide a written determination to the protestor prior to the Bid Closing Time. If required, the Court may extend the Bid Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.6 Determination of Protest Submitted After Submission of Bid

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.7 Appeals Process

The Contracting Officer’s decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer’s decision.

The justification for appeal is limited to:

- A. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- B. The Contracting Officer’s decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer’s decision; or
- C. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- (1) The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- (2) A copy of the Contracting Officer's decision;
- (3) The legal and factual basis for the appeal; and
- (4) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

2.10.8 Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

III. BID FORMAT AND CONTENT

Responsive bids should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

3.1 Executive Summary

3.1.1 Executive Summary Content

The proposer must provide an Executive Summary of its bid. The Executive Summary should be a "high-level", general overview of how the vendor proposes to accomplish the requirements of this RFB. The Executive Summary should demonstrate the proposer's understanding of the requirements. The proposer must also address in this section how it meets the minimum qualification requirements in Section 2.6.

3.1.2 Vendor Information, Validity, and Authorized Signature

The Executive Summary should include the vendor information, validity period, and authorized signature, as required in Section 2.4.5.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The Court requires the vendor to be a reputable company of strong financial standing experience in the file folder printing industry. The vendor's bid must provide the information requested below. If the proposer is a joint venture, information about the prime subcontractor and the Subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number.
- c. If incorporated, name the state in which incorporated.
- d. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFB.
- h. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume and marked confidential.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- j. Annual contract value of the vendor's three (3) largest contracts for similar products and services in the past three (3) years.
- k. Percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFB (e.g. Account Manager, Customer Service personnel, etc.).
- l. If subcontractors are proposed for this RFB, describe the vendor's contract management process for subcontractors included in the vendor's bid and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

3.2.2 Subcontractors

If subcontractors are proposed for this RFB, provide the following information for each Subcontractor:

- a. Subcontractor name and address.
- b. Federal identification and/or social security number.

- c. If incorporated, state in which incorporated.
- d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing services similar in size and scope to those requested in this RFB.
- h. An audited profit and loss statement and balance sheet for the Subcontractor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- j. Percent of turnover of service staff for each of the last three (3) years in the Subcontractor's organization that will be responsible for providing services described in this RFB (e.g. Account Manager, Customer Service personnel, etc.).

3.3 Company Profile and California Locations

Vendor shall provide a short description of its company. In addition, the vendor shall list all of its California locations and shall include a statement as to whether it can provide products and services to each Court location, as listed in Attachment B. The vendor shall list any locations where it cannot provide products and services.

3.4 Experience and Qualifications

3.4.1 Prior Experience and References

The Court requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFB for customers similar to or with relevance in the size, complexity and scope of this RFB. Vendor shall:

Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFB and in the manner required pursuant to this RFB.

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar products and services within the last 18 months (See List of References, Attachment D). The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the vendor's performance record. The Court reserves the right to contact references other than those provided in the bid and to use the information gained from them in the evaluation process.

3.4.2 Subcontracts

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFB. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

3.5 Technical Approach and Methodology

3.5.1 Ordering Process

Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, etc.). Include the acknowledgement process. The vendor is required to maintain a toll-free number for ordering, inquiries, and customer service.

If applicable, describe how back-ordered or out-of-stock products are handled during the ordering process.

3.5.2 Customer Service

Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to:

- Customer service organization
- Contact process (phone, email, fax, etc.)
- Follow up process
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

3.5.3 Print Order Storage

The Court will require periodic storage of printed file folders at the proposer's site after an order has been placed prior to shipping to the court location due to a shortage of storage space at our court locations.

- Describe if proposer will be able to accommodate the Court with this requirement
- What if any will be the cost to store the supply
- Method of managing the inventory stored at proposer's site

3.5.4 Reports

Vendor shall describe quarterly reports that may be made available to the Court if necessary. Include the type of report, the information provided in the report, the process to request the report, and the process used to deliver the report. Vendors are encouraged to include a sampling of common reports.

3.5.5 Invoicing

Vendor shall describe its invoicing process, including but not limited to the following:

- Description of vendor's billing system
- Availability of consolidated billing and process for consolidated billing
- Frequency of billing (weekly, monthly, etc.)
- Examples of invoices currently in use
- Billing terms

3.6 Cost Bid

3.6.1 Government Rates

It is expected that all vendors responding to this solicitation will offer the vendor's government or most favorable comparable rates.

3.6.2 Pricing and Price Adjustments

Vendor must submit pricing as required by Attachment D, Pricing Sheets as follows:

- a. Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, overhead, profits, and other costs or expenses incidental to the vendor's performance.
- b. Pricing will be **F.O.B. Destination, Freight Pre-paid**.
- c. The cost of insurance as required herein shall also be included.
- d. Applicable taxes are to be billed on the invoice as a separate line item.
- e. State whether there is a cost associated with storing product at the proposer's site that will be shipped at a later date after they have been printed.
- f. The cost of delayed shipment of previously printed materials should be included in the cost of shipping and not as an additional charge.

3.6.3 The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered allowable by law. Taxes shall be included as a separate line item on a vendor's invoice.

3.6.4 The proposer's cost bid must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Court if the contract is renewed after the initial term.

The proposer must explain the proposed process to implement price changes, and how the Court will be notified.

3.7 Required Bid Forms and Documents

The following require forms must be signed, when applicable, and included in the bid

3.7.1 Required Forms

- a. Cost Bid (Attachment E) and Bid Form Summary (Attachment F) (sealed in a separate envelope in accordance with Section 2.4.1)
- b. Vendor Certification Form – Attachment C
- c. Statement of Acceptance of Terms, in accordance with Section 3.7.2

3.7.2 Acceptance of Terms

The vendor's bid must include a statement as to whether the vendor accepts the General Conditions in Section V or whether the vendor takes any exception to those terms. The vendor will be deemed to have accepted such terms and conditions, except as is expressly called out in the vendor's bid. If exceptions are taken, vendor must submit a "redlined" version of the term or condition showing all modifications proposed by the vendor (a Word version of the sample contract will be provided upon request made to the Submittal Contact Person in Section 2.1). The vendor must provide an explanation as to why the modification is required. The vendor's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the vendor's bid.

Although the Court will consider alternate language proposed by a vendor, the Court will not be bound by contract language received as part of a prospective vendor's response. The terms are standard language included in all court contracts. If the proposer requires that the Court be bound by some or all of the vendor's proposed contract language, the bid may be considered non-responsive and may be rejected.

(Continued on next page, this section left blank intentionally)

IV. STATEMENT OF WORK

4.1 Description of Products and Services to be Provided

4.1.1 General Description

Proposer will provide a quality file folder and custom printing that meets the specifications as stated in Attachment E. All print orders will be processed and printed in a timely manner that is acceptable in the industry and acceptable to the Court. All products will be shipped undamaged and to the locations as determined by the Court.

4.1.2 General Terms

4.1.2.1 Term / Renewal

A. The term of the contract will be for three (3) years.

B. The Court may elect to extend the contract for two (2) additional one-year periods with all terms and conditions remaining the same. The proposer shall have the right to accept or reject any proposed contract extension at the time the Court elects to extend the contract.

4.1.2.2 Termination

The Court may terminate the contract under the terms as set forth in the general terms and conditions in Section 5 and Attachment A included below.

4.1.2.3 Quantities

The Court does not guarantee the purchase/order of a minimum or maximum quantity. The estimated folder usage stated in Attachment E is for bidding purposes and only indicates an estimate of the Court's annual usage of folders. Those numbers do not in any manner guarantee that that will be the number of folders ordered annually under this contract.

4.1.3 Technical Specifications for Printing of Custom File Folders

4.1.3.1 General Requirements All specifications for the file folders are contained in the case type description/specifications set forth in Attachment E.

4.1.3.2 Camera Ready work – Court will provide camera-ready artwork for folders at the proposer's request. Such artwork will be returned to the Court and is the property of the Court.-

4.1.3.3 Over-runs – Court will accept quantity of plus 0% or minus 10% with no overages allowed.

4.2 Ordering Process

Written Orders on a Purchase Order will be submitted on a period and as-needed basis and may include orders in all or some of the categories indicated in Attachment E. The specifications for the custom printing and file folder product used will be the same for all orders according to the specifications provided herein but will indicate the number of folders to print and the numbering sequence to be used.

4.3 Customer Service

The vendor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The customer service process includes, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered or out-of-stock products, including alternate suggestions and pricing policy
- Internal procedures to track customer service contact and resolution

- Escalation process to resolve outstanding customer service issues

4.4 Delivery Requirements and Shipping Costs

4.4.1 General Terms

Delivery time under this Agreement is important. It is also of importance that the folders are not damaged enroute and that any damaged shipments will be returned to proposer according to the terms below.

4.4.2 Requirements

Delivery shall be made as required on an individual Purchase Order or a blanket Purchase Order. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid to the point of delivery. Vendors should assume that all deliveries will be Inside Deliveries as designated by a representative of the Court placing the order at one of the court locations listed below. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order.

4.4.3 Damages During Delivery

Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the vendor or their agent. When damage does occur, it is the responsibility of the vendor or their agent to immediately notify the Court. The vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the place of business indicated on the Purchase Order.

4.4.4 Shipment Time

Please indicate delivery time from receipt of a print order to time of delivery to the point of destination at one of the court locations as indicated in the order. Response time or delivery of shipments shall be within the estimated production and delivery time as stated herein (e.g. 95% of all deliveries will be within a certain time frame). If proposer is unable to meet a timely production and delivery they are required to notify the Court's project manager.

4.4.5 Shipping and delivery costs are to be itemized separately or estimated with a not to exceed guarantee or included in the price. If the bid price does not include shipping, note that generally products are taxable and freight is not taxed. This may require the court to have the vendor itemize freight as a separate line item so that the appropriate tax can be calculated and invoicing and payment problems can be avoided. Freight can be a significant part of the overall cost that should be part of the evaluation.]

4.4.3 Packaging and Labeling

All products must be delivered in the manufacturer's standard package. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

Each shipping carton shall be clearly marked with the Court and address, quantity, folder type (case type), folder numbering range, sequence number of box in shipment (e.g. 1 of 20, 2 of 20) and the Court's Contract number.

4.5 Defective Printed File Folders

Any printed file folders that are not printed according to specifications or to the terms of the order or if the file folder product is found defective, they will be returned to the proposer at proposer's expense and replaced free of charge. Proposer shall pick up defective product(s) at the Court's location. Defective folders shall be replaced immediately and treated as a high priority print job. A timeframe for replacement shall be provided to the Court's project manager named in the contract at the time contractor is notified of the defect. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error.

4.6 Inventory

The Court has an ongoing requirement for the products indicated in this RFB. The vendor awarded a contract shall maintain access to a reasonable stock of such products on hand for the term of the contract and print the folders on a timely basis. Failure to maintain access to a reasonable stock and provide timely printing may result in termination for default of the vendor's contract.

4.7 Invoicing

4.7.1 Contractor shall submit invoices after completion of each print order. After receipt of the invoice, Court will inspect the work performed before approving the invoice for payment, or provide contractor with specific reasons why any payment is being withheld and inform contractor of remedial actions required in order for contractor to receive the amount withheld.

4.7.2 An invoice shall contain a detail of services and materials provided and any pre-approved additional cost items (if applicable), the Court's contract number and signed by the contractor. Invoices will be submitted by contractor to:

Ms. Chris Moser, Records Division Supervisor
Superior Court of California, County of San Mateo
Court Records Division
400 County Center, 1st floor
Redwood City, CA 94063

V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A, Contract Terms and Conditions.

VI. ATTACHMENTS

Attachment A	Contract Terms & Conditions
Attachment B	Court Locations
Attachment C	Vendor Certification Form
Attachment D	References
Attachment E	File Folder Specifications and Bid Sheets
Attachment F	Bid Form Summary

**ATTACHMENT A
CONTRACT TERMS AND CONDITIONS**

This contract for services is a standard format used by our Court with vendors for services and products. The general terms and conditions as stated in Exhibit C will be applicable in the contract and the specifics for Exhibits "A" and "B" will be custom tailored based on the specifications as stated in this RFB.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO Agreement
AGREEMENT WITH (INSERT CONTRACTOR'S NAME) No.**

Contractor Name and Address:

Telephone:

(Insert name of owner or president of company and title HERE)

It is agreed between the **Superior Court of California, County of San Mateo**, hereinafter called "**Court**" and **XXXXXX**, hereinafter called "**Contractor**", as follows:

Background

WHEREAS, ; and

WHEREAS, ; and

WHEREAS, COURT requires XXXX to ;

NOW, THEREFORE, pursuant to the representations and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually covenant and agree as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the Court in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A", "B", "C", "D" and Attachment "A" attached hereto and incorporated herein by reference. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.

2. **Term and Effective Date of Agreement**

This Agreement shall be effective from May 1, 2010 through April 30, 2013 unless otherwise terminated. The Court may elect to extend the contract for two (2) additional one-year periods with all terms and conditions remaining the same. Contractor has the right to accept or reject in writing any proposed contract extension beyond the primary term of the contract.

This Agreement is of no force or effect until signed by both parties. Contractor shall not perform any of its obligations under this Agreement, until this Agreement is fully executed.

3. **Contract Amount**

A. Payment Schedule and Liability.

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits “A ” and “C”, the Court shall make payment to Contractor in the manner specified herein and in Exhibit “B”. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable. In no event shall the Court’s total fiscal obligation under this Agreement exceed *XXXX Thousand Dollars (\$XXXXXX.00)*.

B. Availability of Funds.

Payment for services provided pursuant to this Agreement is contingent upon the availability of Court, County, State, and Federal funds to finance this project. In the event that any of the entities listed above do not appropriate the necessary funds as part of their budgets, the Court shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on Court funds. The Court may terminate this agreement for unavailability of Federal, State, County or Court funds at anytime. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable.

4. Contract Documents

Incorporated into this Agreement are the following attachments (collectively, “the Contract Documents”):

- a. General Provisions
- b. Exhibit A – Statement of Work and Services
Attachment A to Exhibit A – File Folder Specifications
- c. Exhibit B - Schedule of Fees and Method of Payment
- d. Exhibit C – General Terms and Conditions
- e. Exhibit E - Statement of Compliance with Section 504.

In the event of a conflict between the terms of the Contract Documents, the following order of precedence shall govern and shall determine which terms will prevail: The General Provisions and Exhibit “C”-General Terms and Conditions; Exhibit A - Statement of Work and Exhibit B – Schedule of Fees and Method of Payment. Any Amendments to this Agreement, starting with the most recent, shall take precedence over the existing Contract Documents. In the event of a conflict between an Amendment and the terms of any other Contract Document, the terms of the Amendment shall prevail.

5. Representatives:

Notices: Notices, as may be required in the Agreement, will be provided to the following:

COURT:	CONTRACTOR:
400 County Center	
Redwood City, California 94063	
Telephone:650-	Telephone:

SIGNATURES

The undersigned, representing their respective parties to this Agreement, acknowledge and certify that they have the proper authority to do so.

Superior Court of California, County of San Mateo	
<i>Signature:</i> _____	<i>Signature:</i> _____
Name: _____	Name: _____
Title: Presiding Judge _____	Title: _____
Date: _____	Date: _____

ACKNOWLEDGEMENT:

I hereby certify that the services requested are necessary, the selection process documentation is accurate, all applicable insurance certificates are on file in this office, that Risk Management has approved any reductions in contractor’s insurance limits below \$1,000,000, and that no work will commence until this document is signed by the Court Executive Officer.

<i>Signature:</i> _____	<i>Date:</i> _____
Deputy Court Executive Officer	

Received and Processed:

Signature:

Court Finance Division

Date: _____

EXHIBIT "A"
STATEMENT OF WORK OR SERVICES

In consideration for payment of the compensation by Court as specified in Exhibit "B" contractor will provide services, materials and labor as follows:

1. [SPECIFICS FOR THIS SECTION ARE STATED IN THE RFB AND WILL BE INCLUDED HEREIN]

EXHIBIT "B"
SCHEDULE OF FEES AND METHOD OF PAYMENT

1. In consideration for the services provided by Contractor as specified in Exhibit A, Court agrees to pay Contractor upon receipt and approval of invoices submitted by Contractor for services provided and according to the payment schedule in paragraph 3 below. Said invoice from Contractor shall include with specificity the product and services that were provided; the date the services were provided; any applicable taxes and other charges; and the total amount of the invoice. The invoice shall be submitted within 5 business days after the end of the month within which the services and product were provided and shall be submitted to:

Superior Court of San Mateo County
Records Division
400 County Center, 1st floor
Redwood City, CA 94063
Attn: Ms. Chris Moser, Records Division Supervisor

2. The maximum amount that the Court is obligated to pay, as specified in Section 3. A. of the Contract for Services attached is inclusive of all related expenses (transportation, accommodations, meals) incurred by Contractor. In no event shall the Court pay for any expenses not covered herein without the prior written consent of the Court Executive Officer or designee.

[SPECIFICS FOR THIS SECTION ARE STATED IN THE RFB AND WILL BE INCLUDED HEREIN]

EXHIBIT - C
GENERAL TERMS AND CONDITIONS

1. **Scope of Work; Acceptance**

- 1.1 **Scope of Work.** Contractor will perform and complete all Work described in Exhibit B – Statement of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.
- 1.2 **Acceptance.** All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by Court's Project Manager. The Court's Project Manager will apply the acceptance criteria set forth herein (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.
- 1.3 If the Work is not acceptable, Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of notice of unacceptance to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1 until Contractor's receipt of Court's written acceptance of such corrected Work.
- 1.4 **Prior Work.** Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.
- 1.5 **Non-Exclusivity.** This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

2. **Contract Termination.**

- 2.1 This Agreement may be terminated by the court without cause, at the court's sole discretion at any time upon thirty (30) days written notice to contractor.
- 2.2 This Agreement may be terminated by the court for cause at any time upon ten (10) days' written notice to contractor.
- 2.3 In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter called "materials") prepared by Contractor under this Agreement shall become the property of the Court and shall be promptly delivered to the Court. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment that is determined by comparing the work/services completed to the work/services required by the Agreement.

3. **Payments.**

3.1 **Payment Schedule and Liability.**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A" and Attachment "A" to that Exhibit, the Court shall make payment to Contractor in the manner specified in the contract for services and in Exhibit "B" attached hereto and incorporated herein by this reference. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable.

3.2 **Availability of Funds.**

3.2.1.1 Payment for services provided pursuant to this Agreement is contingent upon the availability of Court, County, State, and/or Federal funds to finance this project. In the event that any of the entities listed above do not appropriate the necessary funds as part of their budgets, the Court shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on Court funds. The Court may terminate this agreement for unavailability of Federal, State, County and/or Court funds at anytime. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable

4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the Court and that Contractor acquires none of the rights, privileges, powers or advantages of Court employees.

5. **Hold Harmless.** Contractor shall indemnify and hold harmless and defend the Court and the County of San Mateo, their officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever it may belong; (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the Court or the County of San Mateo, their officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the Court or the County of San Mateo has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and hold harmless as set forth herein, shall include the duty to defend as set forth in § 2778 of the California Civil Code. The provisions of this paragraph shall survive the termination of this Agreement.

6. **Limitation of Liability.** Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage.
7. **Modification / Assignability.**
- 7.1 **No Modification.** No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes the Scope of Work set forth herein.
- 7.2 **No Assignment.** Contractor shall not assign its rights or obligations under this Agreement, in whole or in part, to a third party without the prior written consent of the Court, the form of an Amendment, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
8. **Insurance.** The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Court's Risk Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Court with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Court of any pending change in the limits of liability or of any cancellation or modification of the policy.
- 8.1 **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.
- 8.2 **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.
- Such insurance shall include:
- | | | | |
|---------------------------------------|--------------|---|--------------|
| (1) Comprehensive General Liability | \$ 1,000,000 | (3) Errors & Omissions/Professional Liability | \$ 1,000,000 |
| (2) Motor Vehicle Liability Insurance | \$ 1,000,000 | | |
- 8.3 The General Liability insurance coverage shall contain, or be endorsed to contain a provision that the Court and our officers, agents, employees and servants shall be covered as additional insured for liability arising from activities performed by or on behalf of Contractor, which shall also contain a provision that the insurance afforded thereby to the Court our officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the Court or our officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.
- 8.4 In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Court at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.
9. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of Court. All financial, statistical, personal, technical, and other data and information relating to the Court's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the Court requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties. Furthermore, Contractor may be subject to criminal prosecution under the law for any breach of confidentiality.
10. **Payment of Permits/Licenses.** Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

11. **Standard of Performance; Warranties**

11.1 **Standard of Performance.** Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.

11.2 **Warranties.** Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

11.3 **Non-Infringement.** If applicable, Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.

- A. All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.
- B. Unless otherwise specified, the warranties set forth in this Section 11 commence after Work has been approved and accepted by Court.

12. **Non-Discrimination.**

- 12.1 Section 504. Contractor shall comply with '504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- 12.2 No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.
- 12.3 Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to the Court upon request.

13. **Force Majeure.**

13.1. Force Majeure events include, but are not limited to:

1. catastrophic acts of nature, or public enemy;
2. civil disorder;
3. fire or other casualty for which a party is not responsible; and
4. quarantine or epidemic.

13.2. The party asserting a Force Majeure event will immediately provide written Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

13.3. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

14. **Retention of Records.** Contractor shall maintain all required records of its activity under this Agreement during the term of this Agreement and for three years after the Court makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the Court, County, a federal grantor agency, and the State of California.

15. **Time is of the Essence.** Time for performance is of the essence in the performance of services by Contractor under this Agreement.

16. **Survival.** Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of records, Confidentiality, Indemnification, Limitation of Liability, Warranties, Infringement Protection, and Proprietary Rights.

17. **Waiver / Severability**

- 17.1 **Waiver of Rights.** Court's action, inaction or failure to enforce any right or provision of this agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.
- 17.2 **Severability.** The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

18. **Entire Agreement.**

18.1 Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

18.2 This Agreement, including Exhibits "A" and "B" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

19. **Controlling Law.** The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

(Remainder of page intentionally left blank)

EXHIBIT "D"

**ASSURANCE OF COMPLIANCE WITH
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereinafter called the "Contractor") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation and all guidelines and interpretations issued pursuant thereto.

The Contractor gives this assurance in consideration for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

The Contractor:

_____ employs fewer than 15 persons

_____ employs 15 or more persons and, pursuant to section 84.7(a) of the regulation (45 C.F.R. 84.7(a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 person:

Name of Contractor:

I certify that the above information is complete and correct to the best of my knowledge.

Dated: _____

Signature and Title of Authorized Official

* Exception: DHHS regulations state that:
"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)... other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

END OF CONTRACT TERMS AND CONDIITONS

**ATTACHMENT B
COURT LOCATIONS**

Court Branch	Address	Product to be delivered
Southern Branch	Hall of Justice 400 County Center, 1 st , 4 th and 6 th floors Redwood City, CA	Civil, Unlimited and Limited Criminal, Family Court Services, Family Law, Probate, Unlawful Detainer and Blank file folders
Central Branch Courthouse	800 North Humboldt Street San Mateo, CA	Small Claims and blank file folders
Northern Branch Courthouse	1050 Mission Road South San Francisco, CA	Limited Criminal, Small Claims and blank file folders
Traffic Court Annex	500 County Center Redwood City, CA	Small Claims, blank File folders
Juvenile Court	Children's Youth Center 222 Paul Scannel Drive San Mateo, CA	Juvenile Court, Adoptions and blank file folders

**ATTACHMENT C
VENDOR CERTIFICATION FORM**

I hereby certify as follows:

1. That neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Bid on the following page.
2. I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Bid may be disqualified.
3. I certify that I have read and understood the Bid documents and that the proposer offers and agrees to furnish the goods and services specified under the terms and conditions stated herein.
4. This Bid is not the result of collusion or other anti-competitive practices.
5. Contractor will agree to the terms and conditions of the contract as stated herein unless

Vendor Name

Signature of Agent

Printed Name

Title

Date

VENDOR CERTIFICATION FORM (CONTINUED)

**List of all Contracts with Government or Commercial Customers
during the Five Years preceding Submission of this Bid
[Include name of customer, length of contract term, type of service provided]**

**ATTACHMENT D
REFERENCES**

Do you provide similar services/products to other courts, county or other public agencies in the San Francisco Bay Area? YES NO

If yes, please provide a list of references, the purchasing agents/deputies who are our contract and their telephone numbers and other information as indicated below. References may be contacted to establish the proposer's competency and ability to provide the services and product required under this RFB.

Prior to any rejection, however, bidder may be contacted to provide an opportunity to respond to any unsatisfactory responses to the reference checks. However, unsatisfactory responses to reference checks may result in rejection of the bid.

Reference 1

Agency Name: _____
Address: _____
Phone No. _____
Contact Person: _____
Contract Date: _____ thru _____

Reference 2

Agency Name: _____
Address: _____
Phone No. _____
Contact Person: _____
Contract Date: _____ thru _____

Reference 3

Agency Name: _____
Address: _____
Phone No. _____
Contact Person: _____
Contract Date: _____ thru _____

Reference 4

Agency Name: _____

Address: _____

Phone No. _____

Contact Person: _____

Contract Date: _____ thru _____

Reference 5

Agency Name: _____

Address: _____

Phone No. _____

Contact Person: _____

Contract Date: _____ thru _____

ADDITIONAL COMMENTS:

ATTACHMENT E
CUSTOM FILE FOLDERS SPECIFICATIONS AND BID FORMS

Please see descriptions and specifications for each different case type:

- ITEM [E-1 Adoptions](#)
- [E-2 Civil](#)
- [E-3 Unlimited Criminal](#)
- [E-4 Family Court Services](#)
- [E-5 Family Law](#)
- [E-6 Juvenile](#)
- [E-7 Limited Criminal – Southern Branch](#)
- [E-8 Limited Criminal - Northern](#)
- [E-9 Probate](#)
- [E-10 Small Claims – Southern Branch](#)
- [E-11 Small Claims – Central Branch](#)
- [E-12 Small Claims – Northern Branch](#)
- [E-13 Unlawful Detainer](#)
- [E-14 End Tab Pressboard Fastener Folders](#)
- [E-15 Unnumbered Case Specific File Folders](#)

Item No. E -1

Adoptions

Annual Usage: 260

Specifications:

1. 14pt manila letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4" wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front and back panels.
8. 1-2" heat-sealed bonded fasteners in position 1.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar to match existing color-scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E-2

Civil

Annual Usage – 10,400

Specifications:

1. 14pt manila letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4 wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front and back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color-scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E-3

Unlimited Criminal

Annual Usage: 2,600

Specifications:

1. 14pt color letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4" wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back.
7. Front right side of folder reinforced with 1 1/2" mylar.
8. Top corners rounded on front and back panels.
9. 2 - 2" heat-sealed bonded fasteners in position 1 and 3.
10. Printed outside front with black ink (see sample).
11. 8" strip label with color bars and mylar to match existing color-scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E-4

Family Court Services

Annual Usage: 780

Specifications:

1. 14pt manila legal folder with reinforced tab.
2. 9 1/2" x 14 3/8" wide body size.
3. 9 1/2" high x 15 1/4 " wide overall size.
4. Full cut two ply side tab on back panel at right end beginning at fold .
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Top corners rounded on front and back panels.
7. Two - 2" heat-sealed bonded fasteners in position 1 & 3.
8. Printed outside front with black ink (see sample).

PLEASE NOTE – THERE IS NO MYLAR ON THIS FILE FOLDER

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E-5

Family Law

Annual Usage: 7,540

Specifications:

1. 14pt color letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4" wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back.
7. Front right side of folder reinforced with 1 1/2" mylar.
8. Top corners rounded on front and back panels.
9. 2 - 2" heat-sealed bonded fasteners in position 1 and 3.
10. Printed outside front with black ink (see sample).
11. 8" strip label with color bars and mylar to match existing color-scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E-6

Juvenile

Annual Usage: 1,300

Specifications:

1. 14pt manila letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4 wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front and back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color-scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E-7

Limited Criminal (Southern Branch)

Annual Usage: 7,800

Specifications:

1. 14pt manila legal folder with reinforced tab.
2. 9 1/2" x 14 3/8" wide body size.
3. 9 1/2" high x 15 1/4 " wide overall size.
4. Full cut two ply side tab on back panel at right end beginning at fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front & back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color-scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E-8

Limited Criminal (Northern Branch)

Annual Usage: 9,750

Specifications:

1. 14pt manila legal folder with reinforced tab.
2. 9 1/2" x 14 3/8" wide body size.
3. 9 1/2" high x 15 1/4 " wide overall size.
4. Full cut two ply side tab on back panel at right end beginning at fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front & back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color-scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E-9

Probate

Annual Usage: 1,690

Specifications:

1. 14pt color letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4" wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front and back panels.
8. 1 - 2" heat-sealed bonded fasteners in position 1.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar to match existing color-scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E - 10

Small Claims (Southern Branch)

Annual Usage: 2,470

Specifications:

1. 14pt manila legal folder with reinforced tab.
2. 9 1/2" x 14 3/8" wide body size.
3. 9 1/2" high x 15 1/4 " wide overall size.
4. Full cut two ply side tab on back panel at right end beginning at fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front & back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color-scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E - 11

Small Claims (Central Branch)

Annual Usage: 1,820

Specifications:

1. 14pt manila legal folder with reinforced tab.
2. 9 1/2" x 14 3/8" wide body size.
3. 9 1/2" high x 15 1/4 " wide overall size.
4. Full cut two ply side tab on back panel at right end beginning at fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front & back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color- scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E - 12

Small Claims (Northern Branch)

Annual Usage: 2,210

Specifications:

1. 14pt manila legal folder with reinforced tab.
2. 9 1/2" x 14 3/8" wide body size.
3. 9 1/2" high x 15 1/4 " wide overall size.
4. Full cut two ply side tab on back panel at right end beginning at fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab 1 1/8" on front and 2 1/4" on back. Front right side of folder reinforced with 1 1/2" mylar.
7. Top corners rounded on front & back panels.
8. 2 - 2" heat-sealed bonded fasteners in position 1 & 3.
9. Printed outside front with black ink (see sample).
10. 8" strip label with color bars and mylar matching existing color-scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E - 13

Unlawful Detainer

Annual Usage: 2,600

Specifications:

1. 14pt color letter size folder with reinforced tab.
2. 9 1/2" x 11 3/4" wide body size.
3. 9 1/2" x 12 1/4" wide overall size.
4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back.
7. Front right side of folder reinforced with 1 1/2" mylar.
8. Top corners rounded on front and back panels.
9. 3 - 2" heat-sealed bonded fasteners in position 1 and 3.
10. Printed outside front with black ink (see sample).
11. 8" strip label with color bars and mylar matching existing color-scheme.

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M: _____

Freight: _____

Total: _____

Item No. E - 14

End Tab Pressboard Fastener Folders

Annual Usage: 3000 folders

Specifications:

1. Letter size heavy-duty 25pt. gray/green pressboard stock
2. Straight cut tabs
3. 2" Expansion
4. 2 - 2" prong fasteners in position 1 & 3

NOTE: Vendor to provide samples of each folder with bid. The samples will represent the quality of what you are bidding.

Price per 1 M:	_____
Freight:	_____
Total:	_____

Item No. E - 15

**Unnumbered Case Specific File Folders
(Legal & Letter size)**

Annual Usage:

Specifications:

- 1. 14pt color letter size folder with reinforced tab.
- 2. 9 1/2" x 11 3/4" wide body size.
- 3. 9 1/2" x 12 1/4 wide overall size.
- 4. Full cut two ply side tab on back of panel at right end beginning 1/8" up from fold.
- 5. Front panel horizontally scored 1/4" apart beginning at fold for 3/4" expansion.
- 6. Reinforced with mylar on both sides of tab, 1 1/8" on front and 2 1/4" on back.
- 7. Front right side of folder reinforced with 1 1/2" mylar.
- 8. Top corners rounded on front and back panels.
- 9. 3 - 2" heat-sealed bonded fasteners in position 1 and 3.
- 10. Printed outside front with black ink (see sample).
- 11. No numbering on the 8" side tab

NOTE: Orders for these folders would be made at the same time as printing of the numbered folders, however they would be printed without the numbering on the side tab.

Price per 1 M (Legal size):	_____
Price per 1 M (letter size):	_____
Freight:	_____
Total:	_____

**ATTACHMENT – F
BID FORM SUMMARY**

Item #	Description	Estimated Annual Usage	Price per 1 M	Freight	Total
D-1	Adoption	260	\$		\$
D-2	Civil	10,400	\$		\$
D-3	Unlimited Criminal	2,600	\$		\$
D-4	Family Court Services	780	\$		\$
D-5	Family Law	7,540	\$		\$
D-6	Juvenile	1,300	\$		\$
D-7	Limited Criminal (Southern)	7,800	\$		\$
D-8	Limited Criminal (Northern)	9,750	\$		\$
D-9	Probate	7,690	\$		\$
D-10	Small Claims (Southern)	2,470	\$		\$
D-11	Small Claims (Central)	1,820	\$		\$
D-12	Small Claims (Northern)	2,210	\$		\$
D-13	Unlawful Detainer	2,600	\$		\$
D-14	End Tab Pressboard Fastener Folders	3000	\$		\$
D-15	Unnumbered Case Specific File Folders	Varies as needed	\$		\$
			TOTAL		\$