



RFQ for General Contractor

**Proposals Due:
May 19th, 2023**

The Superior Court of California, County of Santa Cruz is issuing this Request for Quote to provide the Court with competitive bids for interior painting services of court and office facilities. The Court is requesting quotes from highly qualified vendors with C33 licenses and with expertise in providing such services. The Court intends to award the vendor that is able to provide the services defined within this RFQ. However, the Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFQ. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFQ.

SUPERIOR COURT OF SANTA CRUZ COUNTY

REQUEST FOR QUOTE – SERVICES

Date Issued: April 25, 2023

THIS IS NOT AN ORDER

Quote Due Date and Time: Due no later than 5 P.M Friday, May 19th, 2023. All submissions are to be completed and emailed to: Maria.Sandoval@santacruzcourt.org
Mailed submissions will not be considered.

Required Service Date Begin: TBD Payment: Net 30 Days

Please quote on the following services*:

SCOPE:

The work under this section includes furnishing all supplies, labor, equipment, and performing all operations in connection with repainting all painted surfaces, as specified herein, and/or as reasonably required to complete this type of service and in accordance with standard practice. It shall always be the responsibility of the contractor and his/her staff to ensure that building areas are left in a professional and clean condition.

LOCATIONS:

The work is required for assigned area as follows:

1. Santa Cruz Superior Court, Rm. 120

TIME OF PROVIDING SERVICES:

Services will be performed during the Court’s normal business hours of Monday thru Friday, 8:00 a.m. to 5:00 p.m. to the extent possible, as well as after those hours. Work may be required on weekends beginning at 5:00 p.m. Friday and ending at noon on Sunday and/or holidays so as not to interrupt normal business operations of the Court, as coordinated with designated Court staff.

SERVICES DESCRIPTION:

Services shall include the following: an overall site assessment of counter attachment to the wall structure, security window gate removal, counter removal from secure space, and public window removal.

Work will require:

- Removing public window and hardware.
- Securing the hole from removed window with sheetrock, match finished texture
- Removing the secure side of the counter to be flush with the existing wall.
- Remaining counter should have a finished edge that is flush with the existing wall.
- Removing security window hardware
- Interior wall should be patched and made whole again with matching texture to surrounding area.
- All work areas should be primed to seal sheetrock and texture, finished painting is not required.
- Disposal of all removed hardware and debris.

ACCEPTANCE:

Successful Proposer will be required to accept all terms and conditions contained herein and sign the sample Agreement Form, Attachment E.

SITE VISIT:

Proposers are required to view the sites prior to submitting proposals. Site visit will be conducted on **May 8th at 11am** contact Maria Sandoval, Procurement Specialist, at Maria.Sandoval@santacruzcourt.org or (831) 786-7312 to confirm attendance.

TERM:

This contract will be in effect through December 31, 2023.

PREVAILING WAGE REQUIREMENTS:

Work performed under this Agreement will be subject to state prevailing wage laws. The selected contractor and any subcontractors shall complete the Prevailing Wage and Related Labor Requirements Certification in Attachment D and must adhere to all applicable prevailing wage regulations, including but not limited to paying prevailing wages, registration with the Department of Industrial Relations, posting required materials and information, and accurate reporting of time worked and payroll records. For all necessary requirements, Proposers should visit <https://www.dir.ca.gov/Public-Works/Contractors.html> and ensure compliance with all applicable laws and regulations.

DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE:

In the event a Proposer believes he/she/it qualifies for a Disabled Veteran Business Enterprise incentive, refer to the Court’s website for the applicable policy and declaration to complete. <https://www.santacruzcourt.org/info/vendors>

LICENSES/CERTIFICATIONS REQUIRED:

Contractor must have an active and in good standing C33 Contractor license issued by the State of California.

GENERAL:

The Court reserves the right to modify or withdraw this RFQ and/or not enter into any contract with any Proposer. All communications regarding this RFQ must be submitted by email to Maria.Sandoval@santacruzcourt.org. All questions regarding the scope of work, the RFQ, or resulting contract must be emailed to Maria.Sandoval@santacruzcourt.org no later than **May 15th, 2023 by 5:00 p.m.** Questions become part of the procurement file and are subject to disclosure; answers to written questions will be provided to the requester and all other known Proposers and made available on the Court’s procurement website. **All quotes must be valid through 8/30/23.**

EVALUATION CRITERIA :

1. [Complete and timely submission of quote and acceptance of terms and conditions](#)

2. [Ability to provide all services, itemized and with complete descriptions](#)

3. [Complete Darfur Contracting Act certification in Attachment C](#)

4. [Complete Prevailing Wage and Related Labor Requirements Certification in Attachment D](#)

5. [Ability to complete Short Form Standard Agreement in Attachment E if selected](#)

6. Pricing must be all inclusive of complete services

7.

** Vendor understands and agrees that its response is not proprietary or confidential and is considered public information that may be subject to disclosure after award.*

Vendor Signature: _____ Date: _____

Printed Name: _____ Title: _____

Attachment C

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Santa Cruz Superior Court to submit a bid or proposal.

To submit a bid or proposal to the Santa Cruz Superior Court, the proposer/bidder must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Santa Cruz Superior Court to submit a bid or proposal pursuant to PCC 10477(b). *A copy of the written permission from the [JBE] is included with our bid or proposal.*

OR

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

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

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Printed Name and Title of Person</i>
<i>Date Executed</i>	<i>Executed in the County of _____ In the State of _____</i>

Attachment D

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: [PROJECT NUMBER] between the Superior Court of California, County of Santa Cruz (the "Court") and _____ (the "Contractor") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the requirement that Contractor and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: _____

Proper Name of Contractor: _____

/ Subcontractor

Signature: _____

Print Name: _____

Title: _____

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND ALL SUBCONTRACTORS

Attachment E
SAMPLE AGREEMENT FORM

SERVICES—SHORT FORM AGREEMENT

AGREEMENT NUMBER [Agreement Number]

1. In this agreement (the “Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “JBE” refers to the **Superior Court of California, County of Santa Cruz**.

2. This Agreement becomes effective as of **[Date]**, (the “Effective Date”) and expires on **[Date]**.

3. The maximum amount that the JBE may pay Contractor under this Agreement is **[Dollar amount]** (the “Maximum Amount”).

4. This Agreement incorporates and the parties agree to the attached provisions labeled “Services—Short Form Agreement Terms.” This Agreement represents the parties’ entire understanding regarding its subject matter.

5. Contractor will perform the following services (the “Services”), and deliver the following work product (the “Work Product”):

Services:

Description of Services	[Insert description of Services.]
Completion Date	[Insert completion date; start date can be addressed here too if different from Effective Date, above.]
Acceptance Criteria	[Insert acceptance criteria.]

Work Product:

Description of Work Product	[Insert description of Work Product. If there is no Work Product, insert “None.”]
Delivery Date	[Insert delivery date. If there is no Work Product, insert “None.”]
Acceptance Criteria	[Insert acceptance criteria. If there is no Work Product, insert “None.”]

6. The JBE’s project manager is: **[Insert project manager’s name.]**
7. The JBE will pay Contractor as follows: **[Insert payment description.]**

JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
[JBE name]	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> [Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Alex Calvo, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS 701 Ocean Street, Rm. 110 Santa Cruz, CA 95060	ADDRESS [Address]

A. PERFORMANCE AND DELIVERY. Contractor will perform the Services and deliver all Work Product as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.

B. ACCEPTANCE. All Services and Work Product are subject to written acceptance by the JBE. The JBE may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the JBE does not signify acceptance of the Services or Work Product.

C. INTELLECTUAL PROPERTY. Contractor irrevocably assigns to the JBE all right, title and interest worldwide in and to the Work Product created under this Agreement, and all applicable intellectual property rights related to the Work Product created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Contractor grants to the JBE a nonexclusive, transferable, sublicenseable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the Work Product delivered by Contractor but not created under this Agreement. The JBE retains all intellectual property rights in any materials it provides to Contractor (the "JBE Materials"). Contractor will hold the JBE Materials in trust and confidence. Contractor will use the JBE Materials solely for performing the Services and creating Work Product created under this Agreement.

D. INVOICES, PAYMENT AND SETOFF. After the JBE has accepted Services and Work Product, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work Product to "Accounts Payable" at the address shown on the signature block of this Agreement. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the JBE considers reasonably necessary to permit the JBE to evaluate the Services performed and the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the JBE rejects any Services or Work Product after payment to Contractor, the JBE may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by the JBE, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the JBE's request. Unless Contractor is a governmental entity, the JBE will take no action on invoices submitted before Contractor has completed the JBE's standard payee data record form, which Contractor may obtain from the JBE. Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

E. WARRANTIES. Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the JBE, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.

F. CHANGES. Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the JBE's authorized representative.

G. AUDIT RIGHTS. Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the JBE, the State Auditor, or their representatives during normal business hours for inspection and copying.

H. INDEMNITY. CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE JBE, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE JBE.

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

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

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

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

M. MISCELLANEOUS. Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the JBE. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the JBE, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in Santa Cruz County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the JBE's prior written approval, which may be denied for any or no reason.

N. PREVAILING WAGE

The Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State

of California Department of Industrial Relations, are on file at the Court's principal office. Prevailing wage rates are also available from the Court or on the internet at (<http://www.dir.ca.gov>). The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations ("DIR"). Labor Code section 1771.1(a) states the following: "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

SAMPLE