

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA
Request for Quotes –IT Goods/Services

Court Contact Info:

Superior Court of California, County of Shasta
1500 Court Street, Room 205

Redding, CA 96001

Buyer: Dawn Talbott

Phone: (530) 245-6741

Email: purchasing@shasta.courts.ca.gov

Acceptable Delivery Methods:

E-Mail:

Mail:

Hand Delivery:

RFQ # 2020-01

Date Issued: 5/6/2020

Quote Due Date and Time (must be received by):	Friday, May 22, 2020 at 5:00 pm PST
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THIS IS NOT AN ORDER

Description of Requested Goods:

12-month lease of multi-function (copy, print, fax) devices, integration and monthly servicing, with the option to renew on a month-to-month basis for up to six months.
See Attachment B, Scope of Work and Technical Requirements for specifications

Terms and Conditions:

Lease and Service Agreement (attached);
Solicitation Instructions (attached)

Attachments:

- Attachment A, Vendor Certification
- Attachment B, Scope of Work and Technical Requirements
- Attachment C, Vendor Submission Form
- Attachment D, Calculation of Monthly Cost

Required Documents Due by Quote Due Date and Time:

Request for Quotes form (this page); and
Attachments A, C and D

Vendor: _____

Federal Tax ID: _____

Contact Name: _____

Address: _____

Phone: _____

E-Mail: _____

SOLICITATION INSTRUCTIONS

SUBMITTAL OF QUOTES AND RESERVATION OF RIGHTS

The vendor must complete one copy of the Request for Quote form ("RFQ form"). The completed RFQ must be delivered to the Court contact listed on the RFQ form prior to the quote submittal date and time indicated.

All information entered on the RFQ must be clearly written or typed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the RFQ.

The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar RFQs in the future.

1. DEVICE/COST INFORMATION

A detailed line item description of feature for each type of device is to be completed and returned on the Vendor Submission Form included herein as Attachment C. Each included feature should be identified and specified for that device type. Should there be insufficient room on the Vendor Submission Form to fully identify the device's specifications in any given category, an additional page(s) may be attached using corresponding numbering to Attachment C.

The vendor's total monthly cost shall be reflected on the Calculation of Monthly Cost, which is included with this Request for Quote as Attachment D. This form must be completed and returned. In preparing the Calculation of Monthly Cost, vendors must consider the following:

- Price shall be based on lease with fair market value (FMV) option at lease termination.
- Lease pricing shall be based on a twelve-month term and shall be guaranteed for an additional six months from the termination of the term.
- The monthly equipment lease payment shall be structured as a base equipment lease payment with no additional charge per prints.
- The maintenance agreement shall be structured as a base service cost with no additional charge based on monthly prints.
- The Court does not guarantee any specific monthly print volumes/copies for the length of the lease.
- Maintenance agreement pricing shall include all maintenance, repairs, parts and consumable supplies.

2. TAXES

Do not include sales tax in any quote. Any other taxes should be included in the base cost.

RFQ ADDENDA

The Court may modify this solicitation document prior to the date fixed for submission of quotes by providing notice to potential proposers. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Court no later than three (3) business days following the date the addendum was provided.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the quote to include all addenda issued in any resulting contract.

PRE-QUOTE CONFERENCE/WALK-THROUGH

The Court may require that interested vendors attend a mandatory pre-quote conference to discuss the scope of work. If the Court elects to require a pre-quote conference, the Court will notify vendors of the location, date and time. In the event a potential vendor is unable to attend the pre-quote conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Quotes from vendors who did not attend the pre-quote conference will not be accepted and will be returned unopened. The Court is not responsible for any expenses that vendors may incur for attending the walkthrough.

AMBIGUITY, DISCREPANCIES, OMISSIONS

If a vendor submitting a quote discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Court written notice of the problem and request that the solicitation document be clarified or modified.

If prior to the quote submittal deadline a vendor submitting a quote knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall submit a quote at its own risk, and if the vendor is awarded the purchase, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

CONTACT WITH COURT

Questions regarding this RFQ must be directed to the individual named in the Court Contact Info on the RFQ form. Vendors are specifically directed NOT to contact any other Court personnel or consultants regarding this RFQ at any time prior to award. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

ACCEPTANCE OF TERMS

The requested goods and services will be provided pursuant to the terms of the attached Lease and Service Agreement. Submittal of a proposal indicates that the vendor accepts the Lease and Service Agreement terms.

CONFIDENTIAL OR PROPRIETARY INFORMATION

All materials submitted in response to this solicitation 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 quote. One copy of a submitted quote 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 Rule 10.500 of the California Rule of Courts should not be included in the vendor's proposal as it may be made available to the public.

ERROR IN SUBMITTED QUOTE

If an error is discovered in a vendor's quote, the Court may at its sole option retain the quote and allow the vendor to submit certain arithmetic corrections. In determining if a correction will be allowed, the Court will consider the conformance of the quote to the form and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If prior to an award, a vendor discovers a mistake in their quote that renders the vendor unwilling to perform under any resulting contract, the vendor must immediately notify the Court in writing and request to withdraw the quote. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

ADA

The Court complies with the Americans with Disabilities Act and requests for accommodation of disabilities should be directed to the ADA Coordinator at (530) 245-6721.

DARFUR CONTRACTING ACT

Public Contract Code sections 10475-10481 apply to any company that currently or within the previous three years has had business activities or other operations outside of the United States. Vendors are required to submit with their quote a certification that they have not conducted business outside of the United States within the last three years, or if it has, that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by the Court to submit a bid.

PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). The deadline for a solicitation specifications protest is the Quote Due Date and Time as specified on the RFQ form. Protests must be submitted to:

Natlie Hiser
1500 Court Street, Room 205
Redding, CA 96001

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

LOSS LEADER PROHIBITION

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.

RECYCLED-CONTENT CERTIFICATION

In accordance with Public Contracts Code section 12205, the Court requires vendors to certify in writing, under penalty of perjury, the percentage of recycled content in the products, materials, goods or supplies offered or sold to the Court. This requirement applies even if the product contains no recycled material. The certification can be waived if the post consumer recycled content can be verified by other written means such as product label, packaging, catalog, manufacturer/vendor website, or product advertisement.

End of Instructions

**LEASE AND SERVICE AGREEMENT FOR MULTIFUNCTION DEVICES
BETWEEN SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA AND
[CONTRACTOR]**

This Agreement is entered into between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA (“Court”) and [CONTRACTOR] (“Contractor”) for the purpose of engaging Contractor to provide Court with multifunction devices.

1. DEFINITIONS

- A. Wherever capitalized in this Agreement, the following words shall have the following meanings:
- i. **“Amendment”** means a written document issued by the Court and signed by the Contractor which alters the Contract Documents and identifies the following:
 - a. A change in the Services;
 - b. A change in Contract Amount;
 - c. A change in time allotted for performance; and/or
 - d. An adjustment to the Agreement terms.
 - ii. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other data and information relating to the Court’s business or the business of its constituents. Confidential Information does not include:
 - a. Information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party;
 - b. Information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement;
 - c. Information that is independently developed by the receiving party without reference to the Confidential Information; and
 - d. Information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
 - iii. **“Contract”** or **“Contract Documents”** mean(s) the entire integrated agreement between the Court and the Contractor. The terms “Contract” or “Contract Documents” may be used interchangeably with the term **“Agreement.”**
 - iv. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the Court to the Contractor for the provision of the Goods and Services, in accordance with the Contract Documents.
 - v. **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof,

including joint ventures, contracting with the Court to provide the Goods and Services. The Contractor is one of the parties to this Agreement.

- vi. **“Court”** means the Superior Court of California, County of Shasta.
- vii. **“Force Majeure”** means a delay that prevents the timely performance of any obligation because such delay or failure to perform was unforeseeable and beyond the control of the party that failed to perform. Acts of Force Majeure include, but are not limited to:
 - a. Acts of God or the public enemy;
 - b. Acts or omissions of any government entity;
 - c. Fire or other casualty for which a party is not responsible;
 - d. Quarantine or epidemic;
 - e. Strike or defensive lockout; and,
 - f. Unusually severe weather conditions.
- viii. **“Services”** means the services to be performed by the Contractor pursuant to this Agreement.
- ix. **“Goods”** means the goods, equipment and licenses to be provided by the Contractor pursuant to this Agreement.
- x. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement.
- xi. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Court or the Contractor, which is not a party to this Agreement.

2. **INSTALLATION, INTEGRATION AND REMOVAL OF GOODS / INITIAL TRAINING**

- A. All equipment is to be installed and integrated in operating condition at each user location by Contractor. No separate charge will be paid for installation, integration or removal. Contractor shall furnish all equipment, tools, material, supplies, supervision, transportation, accessories, services and labor specified and necessary for installation and integration as set forth in Exhibit A attached hereto and incorporated herewith.
- B. At the end or cancellation of the Agreement, Contractor will remove the devices and related equipment at no additional charge to the Court.
- C. If the Court needs any device involved in this Agreement to be relocated to another Court location during the term of the Agreement, Contractor agrees to do so at no cost to the Court.
- D. Initial training of Court personnel shall be conducted upon equipment installation

and at no cost to the Court.

- E. Pursuant to Exhibit A, contractor is to provide all elements within the Lease Cost Presented.

3. MAINTENANCE

- A. The maintenance/service agreement shall commence upon delivery and acceptance of the equipment.
- B. Contractor shall provide telephone support number for placing service calls, which will be available Monday through Friday, 7:00 a.m. to 5:00 p.m., including legal holidays.
- C. Contractor shall be responsible for all parts, maintenance, supplies, repairs, installation, integration, removal, etc. The only expense to the Court shall be for paper and staples. All service technicians must be employees of Contractor. Contractor shall maintain a minimum average rate of 97% uptime per device per calendar quarter with two (2) hour response to service calls. The average uptime rate is based upon the number of business days per calendar quarter, excluding each of the Court's recognized holidays.
- D. Preventative/scheduled maintenance shall be based on the specific needs of individual machines as determined by the manufacturer. The contractor shall schedule regular preventative maintenance in accordance with the manufacturer's recommendations. The preventative maintenance calls shall include but not be limited to, routine cleaning, lubricating, necessary adjustments, and replacement of unserviceable parts.
- E. Service and maintenance logs shall be provided by Contractor at each device and electronically to a specified court email address. Make, model and date of installation to be documented by Contractor. Contractor will maintain and complete the service and maintenance log each time service is performed or requested. The log will list the issue/problem, response time, cause of breakdown, downtime, time for repairs and the resolution. Should the cause of the service call be determined by mutual consent to be operator error, misuse or abuse by the Court it shall be recorded in the log.
- F. Contractor agrees to perform and complete all work in accordance with good technical practice, with due diligence, and in accordance with the terms and conditions of this agreement in the most timely, effective, efficient, and economical method possible while maintaining a high level of customer service and satisfaction of the Court.

4. WARRANTY OF MERCHANTABILITY

Contractor warrants the merchantability of all equipment for the duration of this Agreement.

5. DOWN TIME/REPLACEMENT

If a device is deemed unsatisfactory, or is not completely operational (all equipment functions working simultaneously), or out of service for more than two business days,

Contractor will replace such equipment (hardware or software) with the same or better equipment, including all the services and materials necessary to restore all functionality and configuration at no cost to the Court. The Court has a right to inspect all replacement equipment and deem it satisfactory or unsatisfactory. If replacement equipment is ever deemed unsatisfactory, or is not completely operational providing the same functionality as the original for more than two business days, the Contractor at no cost to the Court will replace all associated equipment with equipment that is in new condition (not used, rebuilt or refurbished) of similar or greater capabilities until restoration of all functionality is deemed satisfactory by an authorized Court representative.

6. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2020 and shall terminate on June 30, 2021. Upon expiration of the initial term, the Court shall have the option to extend the Agreement at the same price for up to six (6) additional months on a monthly basis.

7. TERMINATION

The Court, at its sole option, may terminate the lease agreement for cause upon thirty (30) days written notice to Contractor. Such termination shall be without penalty or cost to the Court. Cause is define as, but not limited to:

1. Four (4) or more service calls on any single device within a 30-day period, with no replacement.
2. Repeated service calls.
3. Unacceptable response time to service calls.
4. Equipment which fails to meet the warranty of merchantability.
5. Sale or closure of Contractor's business.
6. Violating any terms or conditions of this Agreement.

8. FUNDING OUT

The Court is a public entity. Should funding for the intended use of any of the subject equipment be terminated or reduced by more than twenty-five (25) percent, the Court may reduce or terminate the Agreement as to any such equipment by furnishing at least sixty (60) days written notice to Contractor. The notice shall set forth the funding change that has occurred, together with a date the equipment is to be removed.

9. COMPENSATION / INVOICING

- A. **Monthly Invoice.** For all goods and services provided under this Agreement, Contractor shall submit a single monthly invoice mailed to the Court Finance Division. Each invoice will separately detail the monthly usage for each device by location, model and serial number and charges shall be consistent with Exhibit A.
- B. **Taxes and Other Charges.** The Court shall only pay sales tax on the leased equipment. All other taxes, including but not limited to, personal property taxes, shall be included in the monthly rental charge. No other charges, including but

not limited to fees, late fees, security deposits or licenses shall apply.

10. INDEPENDENT CONTRACTOR

Contractor shall be, and is, an independent contractor, and is not an employee or agent of the Court, and is not covered by any employee benefit plans provided to Court employees. Contractor is liable for the acts and omissions of itself, its employees, its Subcontractors and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Court and Contractor. Contractor will determine the method, details and means of performing the Services, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all Subcontractors, agents, employees or other persons assisting Contractor in the performance of the Services. Contractor shall be solely responsible for all matters relating to the payment of Contractor's employees, including but not limited to compliance with Medicare, social security, income tax withholding, unemployment and workers' compensation laws and regulations, withholding for/providing of any and all employee benefits, and all other laws and regulations governing such matters. Neither party to this Agreement has any authority to enter into any contract or otherwise incur any liability in the name of, or on behalf of, the other party.

11. ASSIGNMENT / SUBCONTRACTING

- A. Contractor is prohibited from assigning or subcontracting this Agreement or any part of it, unless such assignment or subcontracting is first approved by the Court in a written instrument executed and approved in the same manner as this Agreement. An agreement made in violation of this paragraph shall confer no rights on any party and shall be null and void.
- B. If requested by the Court, Contractor shall provide documentation that the proposed Subcontractor is experienced and able to perform that portion of the Services Contractor wishes to subcontract. Contractor shall require all Subcontractors to comply with the provisions of this Agreement. Contractor shall provide copies to the Court of all agreements with Subcontractors who will perform Services pursuant to this Agreement. The Court's approval of subcontracts shall in no way relieve Contractor of any of its responsibilities and obligations under this Agreement.

12. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with counsel satisfactory to the Court), and hold harmless:
 - i. The Court, its judges, subordinate judicial officers, court executive officers, court administrators, officers and employees; and
 - ii. Their agents, representatives, contractors, subcontractors, and volunteers ("**Indemnified Parties**") from any and all losses, costs, liabilities, claims, fees, penalties, interest and damages, including but not limited to reasonable attorneys' fees and costs (individually, ("**Claim**") and collectively, ("**Claims**")).

- a. Arising from, related to or in connection with, in whole or in part, the negligent acts or omissions, or intentional misconduct, of Contractor, its agents, employees, or Subcontractors;
- b. Arising from, related to or in connection with, in whole or in part, Contractor's breach of its obligations, representations or warranties under this Agreement, or the violation of any applicable law, rule or regulation or the failure to report, withhold or pay any taxes when due by Contractor, its agents, employees or Subcontractors;
- c. Made or incurred by any Third Party that furnishes or provides Services, materials, or supplies in connection with this Agreement; or
- d. Made or incurred by any other Third Party who may be injured or damaged by Contractor, its agents, employees or Subcontractors in connection with this Agreement.

13. INSURANCE

- A. Insurance Required. Without limiting Contractor's indemnification obligations, Contractor shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. Each policy, other than the Professional Liability policy, shall be written on an "occurrence" form.
 - i. Workers' Compensation—A program of Workers' Compensation Insurance in an amount and form sufficient to meet all applicable requirements of the California Labor Code, including Employer's Liability with at least \$1,000,000 per accident. This coverage shall not be required when Contractor has no employees.
 - ii. Commercial General Liability Insurance— Coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall provide limits of at least \$1,000,000 per occurrence and annual aggregate.
 - iii. Automobile Liability Insurance— Automobile liability insurance covering bodily injury and property damage and applicable to all owned, non-owned, leased, and hired vehicles. The policy shall provide combined single limits of at least \$1,000,000 per occurrence.
- B. Additional Insured Endorsements. All policies required in Section 13.A above, with the exception of Workers' Compensation, must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of Services under this Agreement: The Superior Court of California, County of Shasta and their respective judges, subordinate judicial officers, executive officers, administrators, and any and all of their other officers, officials, agents, representatives, contractors, volunteers or employees.

- C. Required Policy Provisions. Each policy required in Section 13.A above must provide that:
- i. The insurance is primary and non-contributory with any insurance or self-insurance programs carried or administered by the Court.
 - ii. The insurance shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer's liability.
 - iii. Each insurer waives any right of recovery or subrogation it may have against the Superior Court of California, County of Shasta, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage.
 - iv. Any deductible or self-insured retention shall not exceed \$25,000 for the Contractor or subcontractor unless disclosed to and approved by the Court Executive Officer prior to the effective date of this Agreement
- D. Notices. The Contractor shall provide the Court fifteen (15) days' advance written notice of any reduction in coverage or other change, nonrenewal, or cancellation, mailed to the address provided for notices in Section 22.I of this Exhibit.
- E. No Reduction or Limit of Contractor's Obligation. Insurance affected or procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Court. Acceptance of Contractor's insurance by the Court shall not relieve or decrease the liability of Contractor hereunder.
- F. Evidence of Coverage. Before commencing any work under this Agreement, Contractor must furnish to the Court certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the Court, evidencing that all required insurance coverage is in effect. The Court reserves the right to require Contractor to provide complete, certified copies of all required insurance policies.
- G. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the General Counsel of the Court, by mail, at the following address: Superior Court of California, County of Shasta, 1500 Court Street, Rm. 205 Redding, CA 96001. Contractor shall promptly submit a written report to the Court of all accidents which occur in connection with this Agreement. The report must include at least the following information:
- i. Name and address of the injured or deceased person(s);
 - ii. Name and address of Contractor's Subcontractor, if any;
 - iii. Name and address of Contractor's liability insurance carrier;
 - iv. A description of the circumstances surrounding the accident, whether any of the Court's equipment, materials or staff were involved and the extent of damage to Court and/or other property; and
 - v. A description of what effect, if any, the accident will have upon Contractor's ability to perform the Services.

14. INSURANCE / RISK OF LOSS

Without limiting Contractor's indemnification obligations, the Court is self-insured and will provide a letter to that effect to Contractor. In case of loss of any equipment for which the Court bears responsibility, the Court will pay actual cash value based on the remaining useful life of the equipment at the time of the loss, not full replacement cost.

15. PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE COURT

- A. Contractor understands and agrees that, in the performance of the Services under this Agreement or in contemplation thereof, Contractor may have access to private or Confidential Information that may be owned or controlled by, or entrusted to, the Court, their personnel or constituents and that the disclosure of such information to Third Parties may be damaging to the Court. Contractor agrees that all information disclosed to Contractor in connection with this Agreement shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as Contractor uses to protect its own proprietary information and in any case, no less than a reasonably prudent person or entity would use to protect its own proprietary data.
- B. Notwithstanding the foregoing, Contractor may disclose the Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it or as appropriate to respond to any summons or subpoena applicable to it; provided, however, that Contractor has given reasonable prior notice of its intention to disclose in order to give the Court an opportunity to seek a protective order.
- C. Contractor agrees that monetary damages are inadequate to remedy any breach or threatened breach of this provision and, accordingly, consents to injunctive relief for any breach or threatened breach hereof without the posting of any bond.

16. AUDIT AND RETENTION OF RECORDS

Contractor shall permit authorized representatives of the Court and/or its designee at any reasonable time to inspect, copy, or audit any and all records and documentation related to the performance of the Agreement, including records related to billings and other financial records. Contractor shall allow the auditor(s) access to such records during normal business hours and shall allow the auditor(s) to interview any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Court to audit records and interview staff in any subcontract related to performance of this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the audit. Contractor shall maintain all records and documentation related to the performance of this Agreement, including records related to billings and other financial records, in an accessible location and condition for a period of not less than four (4) years after final payment is received pursuant to this Agreement or until after final audit has been resolved, whichever is later. Contractor shall adequately protect all records against fire or other damage. The State of California, or any other government agency or entity having an interest in the subject of this Agreement, shall have the same rights conferred upon the Court by this Section 16.

Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

17. ACCOUNTING SYSTEM REQUIREMENTS

Contractor shall maintain an adequate system of accounting and internal controls in accordance with Generally Accepted Accounting Principles (GAAP).

18. CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

A. By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that the following representations and warranties are true and correct as of the Effective Date of this Agreement:

- i. Nondiscrimination/No Harassment Provisions and Compliance.
 - a. Nondiscrimination. During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. Contractor and its Subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. No Harassment. During the performance of this Agreement, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
 - c. FEHA. Contractor shall comply with all applicable provisions of the Fair Employment and Housing Act, Government Code, section 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
 - d. Compliance with Americans with Disabilities Act. Contractor shall provide the Services specified in this Agreement in a manner that complies with the Americans with Disabilities Act, 42 United States Code, section 012101 *et seq.* and applicable regulations and guidelines in accordance therewith (the "ADA"), and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of Services, benefits or activities provided under this Agreement.

- e. Notice to Labor Organizations. Contractor and its Subcontractors shall give written notice of their obligations under this clause to any labor organizations with which they have a collective bargaining or other agreement.
- f. Compliance. Contractor shall include the nondiscrimination and compliance provisions of this Agreement in any and all subcontracts issued to perform Services under the Agreement.
- ii. Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under Public Contract Code, sections 10365.5, 10410 or 10411; Government Code, sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- iii. Drug-Free Workplace. Contractor will provide a drug-free workplace as required by Government Code, sections 8355 through 8357.
- iv. National Labor Relations Board. 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. Contractor swears under penalty of perjury that this representation is true.
- v. Licenses and Permits. Contractor and any Subcontractors providing Services under this Agreement have, and will maintain in full force and effect throughout the term of this Agreement, all licenses, permits, and qualifications legally required to provide the Services.
- vi. Covenant Against Gratuities. No gratuities, in the form of gifts, entertainment, or otherwise, were or will be offered by Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the Court with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement.
- vii. Authority. Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. If Contractor is a corporation, LLC, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.
- viii. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code, section 10286.1, and is eligible to contract with the Court. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see Public Contract Code, section 10286.1.)

- ix. Domestic Partners; Spouses; Gender Discrimination If the Contract Amount is \$100,000 or more, Contractor certifies that it is in compliance with Public Contract Code 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.
- x. Child Support Compliance Act. If the Contract Amount is \$100,000 or more:
 - a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- B. During the term of this Agreement, Contractor shall not take an action, or omit to perform any act, that results in a representation and warranty becoming untrue. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

19. LOSS LEADER PROHIBITION

Contractor shall not sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.

20. UNION ACTIVITIES

If the Contract Amount is \$50,000 or more, no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

21. GENERAL

- A. Survival. Termination or expiration of this Agreement shall not affect, alter or impair the respective rights and obligations of the parties that accrue prior to the effective date of termination or expiration, except as otherwise expressly provided herein.
- B. No Endorsement. Contractor shall make no written or oral statement, which represents or implies any endorsement by the state of Contractor, its employees or subcontractors or the quality of the Contractor’s, its employees’ or subcontractor’s services without the Court Executive Officer’s prior written consent, the granting of which shall be in the Court’s sole discretion. Nothing herein shall prevent Contractor’s disclosure of the existence and nature of this Agreement.
- C. Waiver. Either party’s failure to enforce any of its rights pursuant to this Agreement shall not be construed as a waiver of such rights. Any waiver of any term of this Agreement must be in writing and executed by an authorized representative of the

waiving party and shall not be construed as a waiver of any succeeding breach of the same, or breach of any other, term of this Agreement.

- D. Severability. The provisions of this Agreement are separate and severable. Should any court hold that any provision of this Agreement is invalid, void or unenforceable, then:
- i. The validity of other provisions of this Agreement shall not be affected or impaired thereby, and
 - ii. Such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- E. Compliance with Laws. Contractor shall keep itself fully informed of, and shall comply with, all applicable federal, state, and local laws, rules, regulations, rules of court and ordinances in any manner affecting the performance of this Agreement, as they may be amended from time to time.
- F. Time is of the Essence. Time is of the essence in Contractor's performance of this Agreement.
- G. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with California law, without regard to any conflict of law provisions that would direct the application of the laws of any other jurisdiction. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with the Agreement must be filed in Shasta County, California, which shall be the sole venue for any such action.
- H. Agreement Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given their reasonable interpretation.
- I. Notices to the Parties. All notices, requests, demands, and other communications hereunder must be in writing and will be deemed to have been duly given when hand delivered or five (5) days after being deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, to the following contact information or at such other address as delivered by like notice:

To the Superior Court of California, County of Shasta:

Attn. Melissa Fowler-Bradley
1500 Court Street, Rm. 205
Redding, California 96001

To [Contractor]:

[Address]

- J. Amendments. This Agreement may not be modified or amended, except by written instrument executed and approved by all parties in the same manner as this Agreement. Requests for Amendments shall be submitted in writing and shall be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. Amendments to the Agreement shall be authorized via execution of a Standard Amendment Coversheet.
- K. Entire Agreement. This Agreement and all exhibits and attachments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties.

22. ANTITRUST CLAIMS

If this Agreement resulted from a competitive solicitation, this section is applicable. Contractor shall assign to the Court 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 Court. Such assignment shall be made and become effective at the time the Court tenders final payment to the Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

IN WITNESS WHEREOF, Court and Contractor have executed this Agreement on the day and year set forth below.

Date: _____, 2020

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SHASTA**

Melissa Fowler-Bradley

Date: _____, 2017 [CONTRACTOR]

[Contractor]

APPROVED AS TO FORM:

Summer Ryan, General Counsel
Superior Court of California, County of Shasta

DRAFT

**ATTACHMENT A
VENDOR CERTIFICATION**

DARFUR CONTRACTING ACT

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 Court to submit a bid or proposal.

To submit a bid or proposal to the Court, you must 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.

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 by PCC § 10476, but we have received written permission from the Court to submit a bid or proposal pursuant to PCC § 10477(b). *A copy of the written permission from the Court is included with our bid 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** we are not a “scrutinized company” as defined by PCC § 10476.

For paragraph 3 only:

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/Vendor</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

ATTACHMENT B
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

SCOPE OF WORK

The Superior Court of California, County of Shasta (“Court”) is requesting quotes for a 12-month lease of sixteen (16) multifunctional devices (“MFD”) (digital devices capable of copying, printing, scanning and faxing and having the minimum specifications set forth below). Vendor is to also provide integration of the MFDs and monthly servicing.

This lease will commence on or about July 1, 2020 and conclude on June 30, 2021, with an option to renew on a month-to-month basis for up to six (6) months. The lease is intended to maintain the Court’s MFD needs in the current courthouse facility. In approximately December 2021, the Court will begin moving into a larger courthouse facility and will conduct a subsequent Request for Quote for an all new MFD fleet with increased quantity needs and additional technical specifications. *The contract resulting from this procurement (RFQ 2020-01) does not guarantee, entitle or give preference to any vendor participating in the subsequently anticipated procurement process for a new MFD fleet in late 2021.*

TECHNICAL REQUIREMENTS

A. Equipment:

MFDs should be newly manufactured, or if used they should be in excellent working condition and certified to meet manufacturer guidelines and specifications. All proposed equipment shall have, at a minimum, the performance criteria shown below. The responding vendor’s quote shall also include the cost of integration and maintenance for the leased products.

Machine type A less than or equal to 25,000 pages per month; 13 total machines
Machine type B less than or equal to 75,000 pages per month; 3 total machines

Equipment performance criteria:

The following table illustrates the minimum performance criteria for the two proposed machine types.

	Machine A	Machine B
Volume (recommended monthly pages)	25,000	75,000
Automatic document feeder	100 sheets 20lb bond	300 sheets 20lb bond
Paper sizes	envelope to ledger	envelope to ledger
Paper supply	2,000 sheet capacity minimum 5 trays	7,500 sheet capacity minimum 5 trays
Envelope feeder	Required	Required
Output capacity (sheets based on letters size)	5 outputs total to include 2-250 sheets 1-1,000 sheets	5 outputs total to include 1-250 1-1,000 1-2,500
Print/copy output speed (letter)	55ppm	75ppm

Stapler finisher (20lb bond)	50 sheet	100 sheet
Stapler positions	corner, double	corner, double
Hole punch	2 holes-top/3 holes side	2 holes-top/3 holes side
Collating	Required	Required
Scan method	Single-pass duplexing Automatic document feeder	Single-pass duplexing Automatic document feeder
Scanning speed (BW/color, letter @ 300 DPI)	75ipm simplex 120ipm duplex	120ipm simplex 200ipm duplex
Scan blank page removal	Required	Required
Copy/print speed	75ppm	85ppm
Copy/print method	Single-pass duplexing	Single-pass duplexing
Document enlargement-preset increments functionality	Required	Required
Document reduction-present increments functionality	Required	Required
Recordable job programming to include reductions/enlargements/blank page removal/restarts, etc.	Required	Required
Active Directory profile integration	Required	Required
User Authentication at machine	INDALA card key compatible (preferred)	INDALA card key compatible (preferred)
Secured color printing	Required	Required
Secured job processing	Required	Required
Encryption fax scanning	Required	Required
Fax server functionality	Required	Required
Scan to email functionality	Required	Required
Scan annotation in user defined proximity	Required	Required
Bates stamping in user defined proximity	Required	Required
Bar code printing	--	Required
Scan to network functionality	Required	Required
Hard drive job storage	Required	Required
Hard drive erase functionality	Required	Required
Network level contact information storage/retrieval	Required	Required
iSeries full printing capability – AFP/IPDS native	Required	Required
Remote network configurability/management inc. accounting	Required	Required
Spooler based accounting	Required	Required
Single pooling costs	Required	Required
Meter reader billing	Required	Required

B. Networking:

All MFDs shall have the ability for a network connection using Ethernet TCP/IP protocol and meeting the following requirements:

1. The networked MFDs will be connected to the Court's network using the TCP/IP protocol. Bandwidth speeds are capable to 1gb, depending upon location.
2. Networked digital copiers/printers shall allow printing from any desktop computer (Windows or Macintosh) from within the Court's network.
3. If device driver software is necessary for computers to gain access to all the digital device functions drivers for Windows XP+/Macintosh shall be available and provide the same services to each platform.
4. Upon being properly authenticated to the networked digital copier/printer, each device shall be able to be managed over the network using a browser.
5. Web based printer management software for centralized control of all devices will be provided to the Court by vendor.
6. All proposed equipment will be guaranteed to not interfere with any networked device of any kind currently installed on the Courts Network.
7. All copiers will have the capability of allowing a user to determine what device a print job should print on after job submission (ie "Follow me" printing).

C. Electrical and Machine Footprint

The responding vender shall specify all electrical requirements, including the necessity for special electrical receptacles, dedicated lines, surge protection, etc. The responding vendor shall also specify the working footprint of the two machines with all accessories attached and extended (multi-function finishers, high capacity paper trays, etc.)

ATTACHMENT C
Vendor Submission Form

Vendor Name:	
Vendor Address:	

Contact Name:	
Contact Telephone:	

Complete each requirement in full. Use the Additional Information section if more space is required specifying the applicable item number and additional comments.

No.	Equipment Specifications	Machine A	Machine B
1.	Proposed equipment make and model		
2.	Monthly volume capacity		
3.	Automatic document feeder capacity (20lb bond letter)		
4.	Warm up time from power on and sleep mode		
5.	Installed memory capacity		
6.	Hard drive storage capacity		
7.	Hard drive erase method		
8.	Paper sizes and weights supported		
9.	Paper source configuration (number and capacity of bins/cassettes)		
10.	Output paper capacity		
11.	Output paper configuration (number, types and capacity of outputs)		
12.	Staple finisher type and positions		
13.	Hole punch type and positions		
14.	Other output/finisher options		
15.	Copy/print speed		
16.	Copy/print method		

17.	Scan speed – simplex (in BW/Color, letter size)		
18.	Scan speed – duplex (in BW/Color, letter size)		
19.	Scan resolution		
20.	Supported file formats (scan and send modes)		
21.	Supported print drivers		
22.	Power requirements		
23.	Footprints (production mode and extended modes (HxWxD))		

No.	Workflow Solutions/Methodologies	Machine A	Machine B
24.	Secured authentication/access		
25.	Active Directory integration		
26.	Secured job processing (including print device selection)		
27.	Secured color printing		
28.	Fax server functionality		
29.	Scan to email functionality		
30.	Scan annotations		
31.	Bate stamping		
32.	Bar code printing		
33.	Document reduction/enlargement		

34.	iSeries printing		
35.	Remote network configuration and management		
36.	Job accounting and management		
37.	Recordable job programming (including specific functions supported)		

Implementation Solutions		Detail Description
38.	Training plan	
39.	Equipment implementation plan	
40.	Meter reading and billing	

ATTACHMENT D

CALCULATION OF MONTHLY COST

MULTIFUNCTIONAL DEVICES

VENDOR NAME:

Monthly lease cost as configured in the quote:

Machine A x 13 DEVICES =

Machine B x 3 DEVICES =

Monthly Service Agreement Cost (All Devices)

TOTAL:

If you wish to explain or expand on anything in your quote, please do so in the space below.