



REQUEST FOR PROPOSALS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA

REGARDING:

A 60-MONTH LEASE OF MULTI-FUNCTION DEVICES, INTEGRATION, AND MONTHLY SERVICING TO THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA.

IT IS UNLAWFUL TO PROHIBIT A PRINTER OR COPIER CARTRIDGE THAT IS SOLD TO THE COURT FROM BEING RECYCLED OR REMANUFACTURED, EXCEPT AS SPECIFIED IN PCC 12156(B).

RFP: SHASTA COPIER LEASE
RFP# 2022.01

PROPOSALS DUE: October 28, 2022
NO LATER THAN 2:00 P.M. (PACIFIC TIME)

GENERAL INFORMATION

INTRODUCTION

The Superior Court of California, County of Shasta (hereinafter referred to as the Court) is relocating to a new facility, located at 1515 Court Street, Redding, California, 96001. The Court is seeking to enter into a multi-year contract for a high quality, cost-effective lease, integration, and service of approximately 14 new multi-functional devices, including 3 black and white high volume copiers, 8 black and white basic copiers, and three color basic copiers. The Court also has a need for 7 additional compact copiers capable of handling envelopes and 8-1/2 x 11” copies.

This RFP is the sole and exclusive means for prospective service providers to submit their qualifications and request selection as a service provider.

Additional information about and documents pertaining to this solicitation, including electronic copies of the solicitation documents, can be found on the Court’s Website located at www.shasta.courts.ca.gov (Court’s Website) under the General Info / Procurements tab.

Proposals will be considered from all qualified proposers.

1.0 DESCRIPTION OF BUSINESS NEED

- 1.1 Beginning in or around January of 2022, the Court is anticipated to relocate to a new facility, located at 1515 Court Street, Redding, California, 96001. The facility is larger than our current facilities.
- 1.2 The Court is seeking to lease new multi-functional devices in order to meet the increased demand in the new space, along with rental, supplies, and maintenance services.
- 1.3 Services to be provided under this RFP are outlined in Attachment 1, Statement of Work.

2.0 INSTRUCTIONS TO BIDDERS

- 2.1 Proposals should provide straightforward, concise information that satisfies the requirements of *Section 8.0, Proposal Contents*. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.

The Proposal shall include one (1) clearly marked original, four (4) full paper copies, and one (1) electronic copy of the proposal in PDF format with Cost Proposal form in MS Excel format, on a USB memory stick/flash drive.

Proposals are to be submitted in a sealed envelope addressed to:

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Procurement
Superior Court of California, County of Shasta
1500 Court Street, Room 201
Redding, California 96001

The envelope shall contain the following information on its face: the name of the Proposers, Proposer's address, and the title "COPY MACHINE LEASES AND MAINTENANCE RFP." Proposals may be hand-delivered or sent via certified mail or courier service to ensure that they are received. Electronically-transmitted or faxed proposals will not be accepted. Late proposals will not be accepted.

- 2.2 Proposer must fill in all spaces provided on the proposal forms. All costs in submitting a proposal, responding to inquiries, and demonstration of products and services shall be borne in full by Proposer.
- 2.3 The proposal cover letter and all required forms must be signed in the name of the Proposer and must bear the title and signature of the person duly authorized to sign the proposal. The copy of the proposal designated as the original shall contain original signatures.
- 2.4 Court intends to award a contract to the responsive, most responsible Proposer whose proposal offers the best overall price to the Court and meets other factors as set forth in the Section 10, below.
- 2.5 The term of this contract shall run as described in Section 3 below. Proposer must certify that all of the products and services proposed are readily available and that Court will not incur any additional costs in excess of Proposer's cost proposal during the contract period.
- 2.6 Distribution of this RFP or receipt of any proposal shall not constitute a commitment by Court to any proposers. If it is determined that the submitted proposals are not economically beneficial to the Court or for other reasons, the Court may, at its sole discretion, reject all proposals or waive informalities in the request for proposal process.

3.0 DESCRIPTION OF SERVICES

The services described in Attachment 1 (Statement of Work) are expected to be performed by the selected service provider between approximately **January 1, 2023 through December 31, 2027**, with an opportunity to extend services through December 31, 2029 upon written agreement of the parties.

- 3.1 Equipment Maintenance Agreement (EMA) and supplies shall include all repairs, preventative maintenance, technical inspections, adjustments, cleaning and lubricating, all parts, labor, travel time and all consumable supplies, except staples and paper. The

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EMA shall also include emergency supply deliveries and the training of Court staff on the operation of copiers, as needed.

- 3.2 Throughout the term of the resulting Contract, Proposer shall exclusively utilize the manufacturer’s officially approved OEM parts, supplies, and consumables in all devices. All OEM parts, supplies, and consumables for all MFDs shall be made available to the Court by the Proposer and/or its manufacturing partners for the entirety of the Contract term.
- 3.3 Proposer shall provide technical assistance and support of equipment on the Court network as needed. Proposer’s contact will be Court Information Technology (I.T.). Proposer will support I.T. on site and remotely as needed.
- 3.4 Service calls shall be made between 8:00 a.m. – 4:30 p.m., Monday through Friday, excluding Court holidays and/or closures, unless otherwise authorized. Service calls and supply orders associated with resulting EMA may be placed by phone or email through Court Administration.
- 3.5 Proposer must have a twenty-four (24) hours response time to all service calls. Response time is defined as a service technician scheduling or beginning service on the MFD within twenty-four (24) hours from receipt of service call or email. Proposer shall communicate by phone or email with the authorized Court employee placing the call confirming receipt of service call.
- 3.6 When responding to service calls, Proposer’s employees must pass through weapons screening/metal detector to gain access to court facilities. Employees should be prepared and have the proper contact person’s name and phone number prior to passing through screening. Security staff may question Proposer’s employees as to the business they have at the court facility and may require the employee to be escorted while in the facility.
- 3.7 Proposer shall have a 96% MFD uptime during the term of this agreement. If any function of the MFD is inoperable or does not produce usable copies, the device shall be considered “down.”
- 3.8 Failure to meet the twenty-four (24) business hour response time or the 96% MFD uptime may result in contract termination in accordance with Attachment 3, General Terms and Conditions, Section 7 - Termination.

4.0 TIMELINE FOR THIS RFP

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

EVENT	DATE
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EVENT	DATE
RFP issued	October 11, 2022
Deadline for questions to: <i>purchasing@shasta.courts.ca.gov</i>	October 21, 2022, 4:00 pm, Pacific Time
Latest date and time proposal may be submitted	October 28, 2022, 2:00 pm, Pacific Time
Possible interview/demo dates (<i>estimate only</i>)	October 31-November 4, 2022
Notice of Intent to Award (<i>estimate only</i>)	November 4, 2022
Contract start date (<i>estimate only</i>)	January 1, 2023
Contract end date (<i>estimate only</i>)	December 31, 2027

5.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT & APPENDICES	DESCRIPTION
Attachment 1: Statement of Work	Describes in detail the specific services for which proposals are being solicited. Once a Contractor has been selected, the Statement of Work will become part of the final agreement.
Attachment 2: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 3: JBE Standard Terms and Conditions, Scope of Services, and Payment Terms	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a service agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment 4: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. NOTE: A material exception to a Minimum Term will render a proposal non-responsive.
Attachment 5: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 6: Darfur Contracting Act Certification	Proposers must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 7: Payee Data Record Form	This form contains information the JBE requires in order to process payments and must be submitted with the proposal.
Attachment 8: Unruh and FEHA certification (only for solicitations for \$100,000 or more)	Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 9: Small Business Declaration	Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.

6.0 SUBMISSIONS OF PROPOSALS

- 6.1 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:
Superior Court of California, County of Shasta
Attn: Court Procurement Officer, RFP: 2022-01
1500 Court Street, Rm. 205
Redding, CA 96001
- a. Proposals must be **received** by the date and time listed on the coversheet of this RFP. Late proposals will not be accepted.
 - b. Only written proposals will be accepted. It shall be the sole responsibility of the Proposer to see that its proposal is received at the designated location by the designated time. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.
- 6.2 The proposal cover letter and all required forms must be signed in the name of the Proposer and must bear the title and signature of the person duly authorized to sign the proposal. The copy of the proposal designated as the original shall contain original signatures.

7.0 PAYMENT INFORMATION

The selected vendor from this solicitation must provide the following items for account billing:

- a. One invoice submitted no later than the 15th day of the month. Said invoice must be broken down into a) a copy count cost, which includes the cost of supplies such as toner, staples, and full maintenance as part of the cost per copy; and b) the lease/rental agreement payment.
- b. All invoices are net 30 days.
- c. The monthly invoice must be accompanied by an Excel spreadsheet showing the cost breakdown per the Court's cost center coding which will be provided at the time of contract.
- d. A specific accounts payable contact must be provided to the Court during the term of the contract for billing issues, discrepancies, and changes. Contact information must remain updated at all times during the term of the agreement. Court must be notified in writing of any change in contact person or contact information.
- e. Fixed cost for relocation changes for internal copier moves. Cost must be clearly indicated on the cost portion of the proposal.
- f. If the selected vendor is not already established as a vendor in the Judicial Branch Accounting system, vendor must provide all documentation required to establish the service provider as a vendor in the system prior to any payment being made.

8.0 PROPOSAL CONTENTS

8.1 Non-Cost Portion. The following information must be included in the technical proposal of the proposal. A proposal lacking any of the following information may be deemed non-responsive.

a. Title Page

The title page will include the following information:

- Proposal title;
- Date submitted;
- Proposer's name, address, telephone and fax number, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract;
- Contact information (physical and email address, telephone, and fax) for the individual who will act as the Proposer's designated representative for purposes of this RFP;
- Name and contact information (physical and electronic addresses, telephone, and fax) for the person or persons who will be authorized to make representations for the Proposer; and
- Signature of duly authorized representative.
 - If the proposal is made by a sole proprietor, it must be signed by the sole proprietor.
 - If the proposal is made by a partnership, it must be signed by a member of the partnership and include the name and address of each member of the partnership.
 - If the proposal is made by a corporation, it must be signed by two officers of the corporation, consisting of one of each of the following: (1) chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, or assistant financial officer.
 - If the proposal is made by a corporation and is signed by a person other than an officer, or by only one officer, there must be attached to the proposal satisfactory evidence that the person signing is authorized by the corporation to execute contracts and bind the corporation on its behalf (e.g., certified copy of a corporation resolution or copy of appropriate corporate bylaws).
 - If the proposal is made by a joint venture, it must be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to legally bind the joint venture. If a joint

venture is selected for an award, the Court will enter into a contract with the primary entity.

- If the proposal is made by a public agency, it must be signed by an individual authorized to make representations on behalf of the agency.

b. Proposed Method to Complete the Work:

1. Dedicated call center, Email address or website link for all service related issues.
2. Dedicated copier ID numbers to be used by Court staff when placing service calls. Copier ID numbers must provide help desk attendant all the necessary information such as the Copier's physical location address and floor and possible contact person if provided.
3. Service response time must be within 24 hours from time of call. All service calls received after 2:00 PM must be assigned to the first service call the next business day.
4. A confirmation call back must be made by the vendor within one (1) hour of the service call being received by vendor.
5. Vendor to provide the current number of technicians assigned to provide copier services. Information on the technician's background with the company such as years of service, training, field of expertise, and other information that would help the Court evaluators determine the level of expertise and experience of the company's technicians. Vendor to provide any plans to increase or reduce the service department and number of technicians in the future.
6. No travel, parking, fuel or truck charges, or service charge fees will be paid by the Court during the term of the contract. None should be added with your cost proposal.
7. Service escalation to a senior specialized service technician and Court designated account representative after three (3) failed attempts to fix a copier.
8. Guaranteed copier replacement if technician has failed to fix a recurring problem after ten (10) failed attempts.
9. Parts order escalation procedure if part being ordered for non-working MPD is not received in two (2) days.

c. Acceptance of Terms and Conditions:

1. On Attachment 4, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required

additional materials. An “exception” includes any addition, deletion, or other modification.

2. If exceptions are identified, the Proposer must also submit (1) a red-lined version of the Terms and Conditions that implements all proposed changes, and (2) a written explanation or rationale for each exception and/or proposed change that also describes the benefit to the Court resulting from the proposed exception.

d. Certifications, Attachments, and Other Requirements

- **Proof of Good Standing:** If Proposer is a corporation, the Proposer must present proof that it is in good standing and qualified to conduct business in California.
- **Business License:** Proposer must provide copies of current business licenses, professional certifications, or other credentials.
- **Proof of Solvency:** Proposer must provide proof of financial solvency or stability (e.g., balance sheets and income statements).
- **Acceptance of Terms and Conditions:** Proposer must complete and provide the Proposer’s Acceptance of Terms and Conditions (Attachment 4). On Attachment 4, the proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions as described in Section 7.1.2. A material exception to a Mandatory Term will render a proposal non-responsive.
- **General Certifications:** Proposer must complete and provide the General Certifications Form (Attachment 5).
- **Darfur Contracting Act Certification:** Proposer must complete and provide the complete Darfur Contracting Act Certification with its proposal (Attachment 6).
- **Small Business Declaration:** Proposer must complete and provide the Small Business Declaration (Attachment 9) only if it wishes to claim the Small Business preference associated with this solicitation.
- **Bidder DVBE Declaration:** This incentive has been waived.

8.2 Cost Portion. The following information must be included in the cost portion of the proposal.

- a. A detailed line item budget showing total cost of the proposed services including costs associated with the following:
 - Licensing
 - Hosting
 - Maintenance and Support
 - Professional Support
- b. A full detailed budget cost showing MFDs lease cost for each unit must use pricing sheet.

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- c. A cost per copy amount for all MFPs under the proposal (B/W & Color).
 - The cost per copy must include ALL of the following items:
 - Preventative maintenance
 - Remedial maintenance
 - Software/firmware upgrades
 - Part/component upgrades
 - Drum replacements
 - All consumable supplies including toner, staples, developer, fuser agent, and sumps (paper is excluded)
 - Shipping, delivery charges, and applicable taxes for consumable supplies
- d. Cost proposals must include current or similar comparable accessories.
- e. Cost proposals must include key card access and tracking system.
- f. The lease price must include all of the foregoing, as well as ALL of the following items:
 - Device management system
 - Delivery, installation, and testing
 - User manuals and quick reference guides
 - Technical support
 - In-person training
 - Cost of returning the MFDs to vendor/lessor at end of contract
 - Cost of removing/swapping out hard drives at end of contract, before MFDs are returned to vendor/lessor (if applicable)

NOTE: 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

9.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period. The Court may release all offers upon issuance of a Notice to Award. (*See Section 4.0 above*)

10.0 EVALUATION OF PROPOSALS

- 10.1 At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. Proposals will be evaluated and ranked by score.
- 10.2 If a contract is awarded, the Court will post an intent to award notice on November 4, 2022 (approximate date).
- 10.3 The Court will evaluate proposals on a 100-point scale using the criteria set forth in the

table below. Although some categories are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. The evaluation categories, maximum possible points for each category, and evaluation criteria for each category are set forth below:

CATEGORY	FACTORS	MAXIMUM POINTS
Requirements Response	Degree to which the Proposer’s solution meets and is likely to deliver the requirements set forth in Attachment 1 (Statement of Work).	25
Cost Structure	Overall cost based on initial setup and ongoing fees for consumption of services	50
Organization Information and Qualifications	Level of Proposer’s organization experience, financial stability, and qualifications	10
Copier Functionalities	Degree to which the proposed MFDs meet the Court’s needs	10
Acceptance of Proposal and Contract Terms and Conditions	Level of Proposer’s acceptance of Proposal and Contract Terms and Conditions (Attachment 4)	5
		100

11.0 INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may require a demonstration. The interview may also require a demonstration of equivalence of a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court’s offices in Redding, California. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location or in arranging for requested demonstrations. The Court will notify eligible Proposers regarding interview arrangements.

12.0 RIGHTS

The Court reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing a proposal. One copy of each proposal will be retained by the Court for official files and will become a public record.

13.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise and regardless of any statement in the proposal (a) purporting to limit the Court’s right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

14.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

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

15.0 SMALL BUSINESS PREFERENCE

15.1 Participation Not Mandatory

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

15.2 Small Business Enterprise (SBE) Incentive

Eligibility for an application of the small business preference is governed by the Judicial Branch Contracting Manual and this Court’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Proposer will receive a small business preference if, in the Court’s sole determination, the Proposer has met all applicable requirements. If the Proposer receives the SBE preference, the score assigned to its proposal will be increased by an amount equal to 3 percent of the points assigned to the highest scored proposal.

15.3 Qualification

To receive the small business preference, the Proposer must be either (i) a Department of General Services (DGS)-certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

15.4 Process

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 9). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

15.5 Failure to Complete Forms

Failure to complete and submit the Small Business Declaration and all accompanying materials as required shall result in Proposer not receiving the small business preference. The Court may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

15.6 Meeting SBE Commitments

If the Proposer receives the small business preference, (i) the Proposer will be required to complete a post-contract report, and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE SMALL BUSINESS PREFERENCE IS UNLAWFUL AND PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

16.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the **proposal due date** set forth on the cover page of this RFP and in *Section 4, Timeline for This RFP*.

The post-award protest deadline for submission will be five (5) Court days after the Notice of Intent to Award has been posted. The protesting party will have ten (10) calendar days after the Court receives the protest to submit all required information.

Protests must be sent to:

Superior Court of California, County of Shasta
Attn: Chief Financial Officer, RFP: 2022-01

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1500 Court Street, Rm. 205
Redding, CA 96001

END OF RFP

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ATTACHMENT 1 STATEMENT OF WORK

A. Equipment:

All MFD'S shall be newly manufactured with no used or refurbished parts. All proposed equipment shall have at a minimum the performance criteria shown in the table below. There are two basic classifications of machine:

Machine type A: greater than or equal to 25,000 pages per month, (11) total machines, (8) B&W printing, (3) with color print capabilities.

Machine type B: greater 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 with supported envelope printing capabilities.	Required	Required
Output Capacity (sheets based on letter 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-preset increments functionality	Required	Required
Recordable job programming to include reductions/enlargements/blank page removal/restarts, etc.	Required	Required
Active Directory profile integration	Required	Required

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User Authentication at machine	HID proximity access card compatible (preferred)	HID proximity access card compatible (preferred)
Secured 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
Bar code printing	Required	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
Remote network configurability/management inc. accounting	Required	Required
<i>Local device management after authentication</i>	<i>Required</i>	<i>Required</i>
<i>Local device print pause/interrupt functionality</i>	<i>Required</i>	<i>Required</i>
Spooler based accounting	Required	Required
Single pooling costs	Required	Required
Meter reader billing	Required	Required
User Authentication at machine	Required	Required

B. Networking:

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

1. The networked MFD’S 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 Windows desktop computer or Windows Server 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 shall be made available to enable all features/functions to Windows desktop PCs and Windows servers.
4. ***Vendor MFDs need to be fully compatible with the Court’s Case Management System, Odyssey by Tyler Technologies. Technical support, software fixes, patches, or other hardware components shall be provided to Court to address any compatibility issues with the Court’s Odyssey Case Management System and vendor MFDs.***
5. Upon being properly authenticated to the networked all digital copiers/printers, shall have the ability to be managed remotely over the network through a browser by court information administrators.

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6. Web based printer management software for centralized control of all devices will be provided to Court by Proposer.
7. All proposed equipment will be guaranteed to not interfere with any networked device of any kind currently installed on the Court's network.
8. All copiers will have the capability of allowing a user to determine what device a print job should print on after job submission (i.e." Follow me" printing).

C. Electrical and Machine Footprint

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

D. Maintenance/Support Services

Proposers are responsible for providing maintenance and support on the provided equipment. All proposed maintenance/support agreements shall at a minimum meet the following requirements:

1. The maintenance/service agreement shall commence upon delivery and acceptance of the equipment.
2. Proposer shall provide telephone support number for placing service calls, which will be available Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding Court holidays and closures.
3. Proposer shall maintain a minimum average rate of 97% uptime per copier/printer per calendar quarter with 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.
4. Poor performing and/or problematic equipment: In the Court's judgment, if equipment is deemed unsatisfactory (a "lemon"), is not completely operational (all equipment functions working simultaneously), or out of service for more than **TWO BUSINESS DAYS**, Proposer will replace such equipment (hardware or software) with the same or better, including all the services and materials necessary to restore all functionality and configuration at no cost to Court. 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 courts will continue to replace all associated equipment with 100% new unused equipment (used, rebuilt, refurbished and the like are not acceptable) of similar or greater capabilities until restoration of all functionality is deemed satisfactory by an authorized Court representative.
5. Initial training of Court's personnel shall be conducted upon equipment installation and at no cost to Court. Proposer shall:

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- a) Furnish all tools, equipment, supplies, supervision, transportation and other accessories, services necessary.
 - b) Furnish all materials, supplies, and equipment specified and required.
 - c) Provide and perform all necessary labor.
 - d) Provide all equipment operation training as specified.
 - e) Perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient, and economical method possible while maintaining a high level of customer service and satisfaction at no cost and to the satisfaction of an authorized Court representative.
6. "Technology refresh" is defined as the introduction of 100% new hardware in any class/category by the successful contractor after the initial placement of the equipment under this contract. The court reserves the right at its sole discretion to invoke this clause at any point in time during the contract period and have the successful contractor replace the existing hardware with the new product (to include installation, integration and deemed satisfactory by an authorized court representative) at no additional cost to the court. Proposer should include with the bid documents what the provisions of their technology refresh clause will include. All software upgrades that do necessitate corresponding hardware upgrades will be automatically provided by the contractor in a timely fashion (no less than one month after release) at no cost to Court. There will be a hardware refresh at the end of each contract period should Court decide to renew/ extend the contract, at which point Proposer shall have three (3) months to refresh the entire fleet. If new models become publicly available within the first year of contract and are intended to replace or succeed models Court is currently leasing, Court has the right to replace any/all older models with the new model at no additional cost to Court. ***Court encourages the winning vendor to be proactive and replace leased MFDs throughout the length of the contract.***
7. Preventative/ Scheduled Maintenance shall be based on the specific needs of individual machines as determined by the manufacturer. Proposer shall schedule regular preventive maintenance in accordance with the manufactures recommendations. The preventive maintenance calls shall include but not be limited to, routine cleaning, lubricating, necessary adjustments, and replacement of unserviceable parts.
8. Service logs will be provided by Proposer at each machine. Make model and date of installation to be documented by the contractor. Proposer will maintain and complete the service 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 Court, it shall be recorded in the log. This log will serve as a basis to resolve any compliant of excessive downtime, slow response time to service calls and or request to cancel a rental agreement prior to expiration. ***Proposer shall schedule ongoing monthly reviews of service logs with an authorized Court***

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representative. This will help find resolution to possible ongoing issues as well as coordinate deployment of new machines, or other related equipment.

9. Billing will not begin until the last unit is in place, working satisfactorily, and approved by an authorized court representative.

E. Price Requirements/Leasing

1. Proposers shall provide price based on lease with fair market value (FMV) option at lease termination.
2. The equipment lease pricing shall be based on a 60-month term. Lease prices will be guaranteed for an additional eighteen months from the due date of this RFP.
3. The monthly equipment lease payment shall be structured as a base equipment lease payment with no additional charge per prints.
4. The maintenance agreement shall be structured as a base service cost with no additional charge based on monthly prints.
5. The lease and maintenance agreement price shall be fixed for the term of the contract.
6. The Court does not guarantee any specific monthly print volumes/copies for the length of the lease.
7. Maintenance agreement pricing shall include all maintenance, repairs, parts and consumable supplies.

ATTACHMENT 2
ADMINISTRATIVE RULES GOVERNING RFPs
(IT AND NON-IT SERVICES)

1. COMMUNICATIONS WITH THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA (COURT) REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to *purchasing@shasta.courts.ca.gov*. Proposers must include the RFP Number in subject line of any communication. During the time period that this RFP is active, beginning on the date of first advertisement and ending with the date of contract award, no Proposer shall have any contact with any employee or contractor of the Court about the RFP outside of this process. Violations of this requirement may result in disqualification of Proposer.

Proposers interested in responding to the RFP may submit questions via email to the email address above on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, the questions and the Court's responses will be posted on the Courts website no later than the date listed in the timeline.

2. QUESTIONS REGARDING THE RFP

- A. Proposers shall thoroughly examine and be familiar with all instructions, conditions, and/or specifications. The failure of a Proposer to receive or examine any form, attachment, clarification, addendum, or other document, shall in no way relieve the Proposer from obligations concerning the proposal or the contract. The submission of a proposal shall be prima facie evidence of compliance with this section.
- B. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Court via email and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation. It is the responsibility of the Proposer to check the Court's website regularly for updates. No oral interpretation of any provision in the proposal documents will be made to any Proposer.

3. ERRORS IN THE RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Court via email and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation. All addendums or clarifications issued will be posted to the Court's website (www.shasta.courts.ca.gov). It is the responsibility of the Proposer to check the Court's website regularly for updates. No oral interpretation of any provision in the proposal documents will be made to any Proposer.
- B. If a Proposer fails to notify the Court of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the timeline of the RFP, Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the agreement, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

- A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court via email no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals may not be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the Court may reject the proposal; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

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7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
- C. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the Court may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Proposer submitting the proposal.

10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.**
Payment is normally made based upon completion of tasks as provided in the agreement between the Court and the selected Proposer. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.
- C. The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of the agreement form. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court Executive Officer.

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the Court, the Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the Court all rights, title, and interest in and to all

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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 the Proposer for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)

- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer 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.
- C. Upon demand in writing by the Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer 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. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to acoordinator@shasta.courts.ca.gov or (530) 245-6721.

ATTACHMENT 3
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA STANDARD TERMS
AND CONDITIONS

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 provision of the Goods and the 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. **“Court holidays”** means those holidays designated as court holidays and found at <http://www.shasta.courts.ca.gov/General-Info/Holidays.shtml>.
 - viii. **“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;

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- e. Strike or defensive lockout; and,
- f. Unusually severe weather conditions.
- ix. **“PCC”** refers to the California Public Contract Code.
- x. **“Services”** means the services to be performed by the Contractor pursuant to this Agreement.
- xi. **“Goods”** means the goods, equipment and licenses to be provided by the Contractor pursuant to this Agreement.
- xii. **“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.
- xiii. **“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. Contractor shall furnish new (not refurbished) equipment at the beginning of the Contract Period. 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**

The maintenance/service agreement shall commence upon delivery and acceptance of the equipment.

Vendor shall provide telephone support number for placing service calls, which will be available Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding Court holidays and closures.

Vendor 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 Vendor. Vendor 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 Court holidays.

Preventative/ Scheduled Maintenance shall be based on the specific needs of individual machines as determined by the manufacturer. The contractor shall schedule regular preventive maintenance in accordance with the manufacturer's recommendations. The preventive maintenance calls shall include but not be limited to, routine cleaning, lubricating, necessary adjustments, and replacement of unserviceable parts.

Service and maintenance logs shall be provided by vendor at each device and electronically to a specified court email address. Make model and date of installation to be documented by the vendor. The vendor 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.

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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 continue to replace all associated equipment with 100% new equipment (used, rebuilt, refurbished and the like are not acceptable) of similar or greater capabilities until restoration of all functionality is deemed satisfactory by an authorized Court representative.

Technology refresh, is defined as the introduction of 100% new hardware in any class/category after the initial placement of the equipment under this Agreement. The Court reserves the right at its sole discretion to invoke this clause at any point in time during the term and have the Contractor replace the existing hardware with the new product (to include installation, integration and deemed satisfactory by an authorized Court representative) at no additional cost to the Court. All software upgrades that necessitate corresponding hardware upgrades will be automatically provided by the Contractor in a timely fashion (no less than one month after release) at no cost to the Court. There will be a hardware refresh at the end of the initial term should the Court decide to renew the agreement with the selected vendor, at which point the vendor has three (3) months to refresh the entire fleet. If new models become publicly available within the first year of the lease agreement and are intended to replace or succeed models the Court is currently leasing, the Court has the right to replace any/all older models with the new model at no additional cost to the Court.

6. TERM OF AGREEMENT

This agreement shall commence on January 1, 2023 and shall terminate on December 31, 2027. Upon expiration of the initial term, the Court shall have the option to extend the Agreement at the same price for up to two (2) additional years.

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 defined 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.

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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 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

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- 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. The Professional Liability policy may be written on a "claims made" 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 8.A above, with the exception of Workers' Compensation and Professional Liability, 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 8.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 twenty (20) days' advance written notice of any reduction in coverage or other change, nonrenewal, or cancellation, mailed to the address provided for notices in Section 20.J 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.

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- 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, 1515 Court Street. 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 Vendor. 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.

14. SPECIAL PROVISIONS

Small Business Preference Contract Clause. This section is applicable if contractor received a small business preference in connection with this agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Court the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 73 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

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.

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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.

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- 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 Section 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.
 - i. 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.
 - vii. 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.)
 - ii. 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.
 - viii. 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.

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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 affect 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:

Superior Court of California, County of Shasta

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Superior Court of California, County of Shasta
Attn: Melissa Fowler-Bradley
1515 Court Street
Redding, CA 96001

Contractor

- 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 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.

END OF ATTACHMENT

ATTACHMENT 4
PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS

Instructions: Mark the appropriate choice below and sign this attachment.

1. Proposer accepts Attachment 3: Superior Court of California, County of Shasta Standard Terms and Conditions (“Attachment 3”) without exception.

OR

2. Proposer proposes exceptions or modifications to Attachment 3. Proposer must also submit (i) a red-lined version of Attachment 3 that clearly tracks proposed modifications, and (ii) a written explanation or rationale for each exception or proposed modification.

COMPANY NAME
BY (<i>Authorized Signature</i>) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

**ATTACHMENT 5
GENERAL CERTIFICATIONS FORM**

Check the box below, if agreed, and sign this attachment. Please note that the Court will reject a proposal from a Proposer that does not indicate acceptance of these clauses.

Conflict of Interest: Proposer has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) 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.

Suspension or Debarment: Proposer certifies that neither Proposer nor any of Proposer’s intended subcontractors is on the California Department of General Services’ list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency: Proposer certifies that it is not on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts.

Conflict Minerals: Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the JBE are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a “scrutinized company” as “a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.”)

Check box to indicate acceptance of the clauses above.

BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

**ATTACHMENT 6
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 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 in 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 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 Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

ATTACHMENT 7 PAYEE DATA RECORD FORM

PAYEE DATA RECORD (in lieu of IRS W-9) Required in lieu of IRS W-9 form when receiving payments from the Judicial Council of California (JCC) on behalf of the Superior Courts of California		
1 Instructions	See page two for additional instructional information and Privacy Statement. Complete all information on this form, sign, date, and return the form. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). Submit the completed form to the following address: <div style="text-align: center; color: blue;"> Superior Court of California County of Shasta 1500 Court Street Redding, California 96001 Attn: Finance Division </div>	
SECTIONS 2 THRU 5 TO BE COMPLETED BY VENDOR		
2 Legal Name	PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN	
	BUSINESS NAME - IF DIFFERENT FROM ABOVE	E-MAIL ADDRESS
	REMITTANCE MAILING ADDRESS	BUSINESS ADDRESS (if different from remittance mailing address)
	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
	PHONE NUMBER	FACSIMILE NUMBER
3 Payee Entity Type Complete One Box Only <small>NOTE A taxpayer identification number is required</small>	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _ _ - _ _ _ _ _ <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> EXEMPT (NON-PROFIT) <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> CORPORATION – LEGAL <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> CORPORATION – MEDICAL <input type="checkbox"/> OTHER – <input type="checkbox"/> ESTATE OR TRUST <hr/> <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER (SSN) _ _ - _ _ - _ _ <i>If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN; however, the IRS prefers that you use your SSN. An employee vendor is not required to provide a SSN.</i>	
4 Resident Status <small>check the appropriate box</small>	<input type="checkbox"/> California Resident - Qualified to do business in California or maintains place of business <input type="checkbox"/> California Nonresident (see reverse side) - Payments to non-resident for services may be subject to State Income Tax withholding. <div style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California <input type="checkbox"/> Copy of Franchise Tax Board waiver of State Withholding attached </div>	
5 Certification NOTE <small>See instructions on page 2</small> Vendor Contact Information and signature	Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person, as defined by the IRS. I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my information change, I will promptly notify the JCC at the address listed in Section 1.	
	VENDOR REPRESENTATIVE'S NAME (Type or Print)	TITLE
	AUTHORIZED VENDOR SIGNATURE	DATE
		E-MAIL
		TELEPHONE

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SECTION 6 TO BE COMPLETED BY COURT		
6	Please choose from the JCC Vendor category below to help us expedite payment	
	<input type="checkbox"/> ARBITRATOR <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> COURT APPT. COUNSEL <input type="checkbox"/> COURT REPORTER <input type="checkbox"/> EMPLOYEE	<input type="checkbox"/> VOLUNTEER <input type="checkbox"/> GRAND JURY <input type="checkbox"/> INTEREST PAYMENTS ONLY <input type="checkbox"/> COURT INTERPRETER: <i>(indicate language)</i> <input type="checkbox"/> MEDIATOR
Court Contact	COURT CONTACT NAME	PHONE NUMBER EMAIL
FOR JCC USE ONLY (Form updated 02/01/2013)		
Assigned Vendor Number	Assigned By:	
Requirement to Complete Payee Data Record		
A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Judicial Council of California - Administrative Office of the Courts, Trial Court Administrative Services Division. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive a similar form from various state agencies.		
SECTIONS 2 THRU 5 TO BE FILLED OUT BY VENDOR		
2	<p>Enter the payee's legal name. Sole proprietorships must also include the owner's full name.</p> <p>An individual must list his/her legal name as it appears on his/her Federal Income tax return. If a different name is used, that name should also be entered, beneath the legal name.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the physical location of business, if different than mailing address. The phone number, e-mail address, and facsimile number should also be provided.</p>	
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals is their Social Security Number (SSN). A sole proprietor may have both a Federal Employer Identification Number (FEIN) and a SSN, the IRS prefers that sole proprietors use their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.</p>	
4	<p>Are you a California resident or non-resident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California.</p> <p>An estate is a resident if the decedent was a California resident at the time of death.</p> <p>A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non-resident.</p> <p>Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Non-resident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>	
5	<p>This form must be signed. Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed.</p> <p>Certification Instructions: You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and</p>	

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	tax withholdings may apply. See IRS website http://www.irs.gov/businesses/international/index.html for additional information.
SECTION 6 TO BE FILLED OUT BY COURT	
6	Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. Not including court contact information may delay processing the request.
<p>Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.</p>	

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**ATTACHMENT 8
 UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT
 AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when
 (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or
 (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

<i>Company Name (Printed)</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 _____ in the State of _____</i>

**ATTACHMENT 9
SMALL BUSINESS DECLARATION**

Complete this form only if the Proposer will claim the small business preference associated with this solicitation. Please review the “Small Business Declaration Instructions” before completing this form. If the Proposer submits incomplete or inaccurate information, it will not receive the small business preference.

SECTION I. COMPLETE IF THE PROPOSER IS A SMALL BUSINESS

If the Proposer is not a Small Business, skip this section.

- 1. DGS Supplier ID number: _____
- 2. Small Business Certification active from _____ to _____
- 3. Will the Proposer subcontract any portion of the contract work to subcontractors? _____

If yes:

A. State the percentage of the contract work the Proposer will subcontract: _____

B. Describe the goods and/or services to be provided by the Proposer itself in connection with the contract: _____

C. Explain how the Proposer is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”) _____

- 4. The Proposer must submit a copy of its Small Business certification approval letter along with this declaration.

SECTION II. COMPLETE IF THE PROPOSER IS A NON-PROFIT VETERAN SERVICE AGENCY (NVSA)

If Proposer is not an NVSA, skip this section.

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1. DGS Supplier ID number: _____
2. NVSA Certification active from _____ to _____
3. The Proposer must submit a copy of its NVSA certification approval letter along with this declaration.

SECTION III. CERTIFICATION

I, the official named below, certify under penalty of perjury that the information provided in this form is true and correct. I am duly authorized to legally bind the Proposer to this certification. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Tax 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 _____ in the State of _____</i>	