



**Shasta County Department of Support Services**  
Purchasing Division  
1450 Court Street, Suite 348  
Redding, Ca 96001

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**REQUEST FOR PROPOSALS (RFP) TO PROVIDE  
MULTI-FUNCTIONAL DEVICES AND MAINTENANCE TO COUNTY OWNED  
MACHINES**

<b>RFP Number</b>	<b>22-03</b>
Release Date	December 27, 2021
Questions Deadline	January 11, 2022 at 2:00 PM
Review Q & A prior to submitting questions.	<a href="#">Questions/Answers Link Here</a>
<b>RFP Closing Date</b>	<b>Tuesday, January 25, 2022</b>
<b>RFP Closing Time</b>	<b>2:00 PM</b>
Hard Copy Submittal Location	Shasta County Department of Support Services Purchasing Division 1450 Court Street, Suite 348 Redding, CA 96001
Electronic Submittal Location	<a href="#">Via Public Purchase Linked Here</a>
RFP Contact	Leticia Swanson Purchasing Analyst (530) 229-8244 <a href="mailto:lswanson@co.shasta.ca.us">lswanson@co.shasta.ca.us</a>

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**REQUIREMENTS FOR SUBMITTALS**

- Responses may be submitted either on paper or electronically.
- Hard copy responses submitted must include one (1) original and three (3) unbound copies of the Proposal.
- Response must be submitted in a sealed envelope and clearly marked “Response to RFP 22-03” on the exterior of the delivered package.
- Response must be signed, dated, and received by the Purchasing Division by the RFP Closing date and time stated above. Late submittals will not be considered.
- Responses received via fax and email will not be considered.

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## I. OVERVIEW

### A. INTRODUCTION

The County of Shasta, through its Department of Support Services, Purchasing Unit, invites responses to a Request for Proposals (RFP) to provide multifunctional devices for purchase as well as maintenance and services to these County-owned machines.

### B. DEFINITIONS

For the purposes of this RFP process, the following definitions apply:

- Available Up-Time means the number of hours during County Business Hours in five County Business Days that a Multi-functional Device is operating to the satisfaction of County divided by the number of normal County Business Hours in five County Business Days.
- Consultant means the person(s) or entity(ies) who/that enters into a Contract to provide maintenance and services to County owned multi-functional devices.
- Contract means the written agreement between the County and any Responder selected to provide the maintenance and services to County owned multi-functional devices. The County intends to use the Personal Services Agreement (PSA), **Exhibit 2**, attached hereto and incorporated herein, as the template for the Contract.
- County Business Days means Monday through Friday except County holidays as designated by the Shasta County Board of Supervisors.
- County Business Hours means 8:00 a.m. to 5:00 p.m., Pacific Standard Time, during County Business Days.
- Emergency Hours means hours that are not County Business Hours as defined above.
- Install shall mean to deliver, install, make Multi-functional Device(s) ready for use, and provide initial training to County staff selected by County. For purposes of this RFP, the word "install" shall also include the words "installed" or "Installation."
- IT means County's Information Technology ("IT") Department.
- Maintenance and/or Service means the care, firmware updates, upkeep or support of a Multi-functional Device, including, but not limited to, all parts and labor except for paper and staples, and for which Consultant is responsible for the cost of providing.
- Meter Reading is defined as a count of the number of copies/clicks a Multi-functional Device has performed for a period of time.
- Multifunctional Device (MFD) means copiers that copy plus perform at least one other function including but not limited to faxing, scanning, and printing.
- Operational means substantial compliance with the manufacturer's specifications and/or performance standards.
- Proposal means the written submission to the County in response to this RFP.

- Repair means to make Operational a MFD that fails to function in substantial compliance with the manufacturer’s specifications and/or performance standards including, but not limited to, all parts and labor except for paper and staples.
- Request for Proposal (“RFP”) means this invitation to submit a proposal to provide maintenance and services to County owned multi-functional devices.
- Responder means any person or entity submitting a Proposal.
- SDS means Safety Data Sheets.

In the event any defined term is used in this RFP that is not defined in this document, the defined term shall have the meaning attributed to it in the Contract.

### C. BACKGROUND AND PURPOSE

The County currently has Agreements with (3) three local vendors for the rental and maintenance of multifunctional devices (MFDs) which expire on June 30, 2022. Machines that were placed in use prior to this expiration date can continue to be rented and maintained for 36 months from the date of installation, with the option to extend services month to month for an additional 24 months. As these rentals expire, the County intends to replace these MFDs with County purchased machines if it is determined there is a continuing need. On an as needed basis, the County may determine to lease machines.

There are in excess of 140 MFDs in the County fleet, most of which are Ricoh or Kyocera, and it is anticipated that approximately 80 machines would be purchased under this new agreement over the course of the initial term of one year, continuing over the years as rentals expire and those machines are phased out. There is *no guarantee* as to quantity of machines to be purchased from and serviced by the selected vendor. Please see **Exhibit 1** for a list of our most common machines and locations where installations could be requested.

The intent of this RFP is to solicit responses from qualified vendors offering the functionality, ability, and features identified herein to standardize our fleet, and the capacity to support the County’s fleet. The County seeks a qualified vendor who can demonstrate that they possess organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications to provide and support the many MFDs used throughout the County. The selected vendor must possess the capabilities and staffing to ensure timely repairs and maintenance.

While it is the desire of the County to have a countywide flat fee for click/copy charges Responder’s may submit alternate pricing solutions. The County will only entertain paying for actual usage charges.

#### **D. GENERAL REQUIREMENTS**

All Responders submitting a proposal in response to this RFP must:

1. Be certified by the appropriate manufacturer for the provision of services.
2. Provide an adequate number of trained technicians to meet the County's needs and prevent interruptions to County's business.
3. Install firmware updates upon release but no later than 20 days after release.
4. Provide a click/copy charge that includes all charges for maintenance, service, and repairs, including materials required to keep the machines in operational condition.
5. Provide a click/copy charge based on actual usage with no overage and/or underage charges.
6. Continuously maintain insurance in amounts specified by County and provide certificates of insurance as evidence of such insurance. See **Exhibit 2**, Section 11 for insurance requirements.
7. Provide a single point of contact for service requests and billing questions.
8. Provide service technicians no later than either, 1) as agreed upon by Contractor and department or, 2) three hours.
9. Have a provision for emergency maintenance performed outside of County Business Hours no later than either, 1) as agreed upon by Contractor and department or, 2) two hours.
10. Remove all vendor Contractor machines, either for trade-in or disposal, when County determines they have reached end of life.

#### **E. SCOPE OF WORK**

1. Provide for purchase current model year MFDs which have not been sold or used previously and are being actively marketed by the original equipment manufacturer. New MFDs shall have no used or remanufactured parts or components. The equipment shall not have been under lease or used as a demonstration or test machine since its original manufacture. Equipment that has been remanufactured, reconditioned, or used as a demonstration model is not acceptable.
2. Verify the firmware installed is the current version as recommended by the manufacturer.
3. Coordinate with County department in the selection of a MFD that is appropriately sized for current business needs. This may include reviewing prior years usage.
4. Install MFDs ordered, at no additional cost, at the location specified by County within 30 calendar days of receipt of purchase order.

5. Upon receiving a Purchase Order, contact the County department(s) where the MFDs is/are to be Installed within five County Business Days, to schedule a mutually agreeable date for the MFDs to be installed and provide training for use of the MFDs. If County and Consultant are unable to agree to a date to install an MFD, County may, in its sole discretion, set the date to install the MFD, which shall be a County Business Day.
6. Provide to IT a schedule of dates and times the MFDs will be installed for each location. Consultant shall provide this information to County seven County Business Days prior to the date the MFD(s) is/are to be Installed.
7. Upon termination of any MFD, Consultant shall remove equipment within 30 days of notification and complete a data wipe. The day that Consultant removes equipment shall be a County Business Day.
8. Provide a trade in credit for all machines provided under the resulting agreement to be used towards the purchase of a replacement MFD. If it is determined the machine has no value, Consultant shall remove and dispose of machine. Certification of data wipe is required in either instance.
9. Provide certified technicians for the performance of all work.
10. Provide scheduled maintenance and repairs in order to reduce downtime.
11. Provide routine maintenance service and cleaning in accordance with manufacturer requirements.
12. Provide all supplies, except paper and staples, including but not limited to toner and developer, and incur applicable freight charges for all supplies.
13. Identify all hazardous materials, if any, as required under applicable California Code of Regulations and the State of California Health and Safety Code, and any other applicable law or regulation.
14. Provide to County departments where MFD(s) is/are installed and to County's Department of Support Services, the SDS for all equipment, products, or supplies provided to County, if any, that may contain hazardous materials at the time of providing the equipment, products, or supplies to County.
15. The County will pay only actual click/copy usage and will not pay overage or underage fees.

16. The County would like to standardize the click/copy charge for each black and white or color copy.
17. Require personnel performing any services pursuant to this agreement on behalf of Consultant on County property to carry picture identifying badges when on County premises and promptly present them upon request of County personnel.
18. Provide regular routine maintenance and/or services (i.e., regular cleaning/Service in accordance with manufacturer requirements). These services include but may not be limited to parts, labor, chemical supplies (i.e., fuser oil, toner and developer) that are necessary to provide the routine maintenance services.
19. Coordinate maintenance and/or service schedules with County departments and receive prior written approval by County of dates and times of service prior to performing maintenance, service and/or repair. Unless otherwise approved in writing, all maintenance, service, and/or repair work shall be conducted on County Business Days. If County and Consultant are unable to agree to the dates and times when any maintenance, service and/or repair shall be performed, County may, in its sole discretion, set the dates and times provided the dates and times are during a County Business Day.
20. Have a technician arrive at the requested service location within three hours of County's notification that maintenance and/or service is required, unless an authorized County representative agrees to a longer response time in writing.
21. If a Department Head (or after-hours manager) determines that maintenance and/or service or repair is required during Emergency Hours, Consultant shall ensure a technician arrives at the requested service location within two hours of County's notification unless an authorized County representative agrees, in writing, to a longer response time.
22. Pick up and recycle any used supply cartridges such as toner, developer, etc., for MFDs, equipment, products, or supplies that may be hazardous at the time of a service or, if requested by County, within three County Business Days.
23. Upon determination that a MFD part is defective, Consultant shall use commercially reasonable efforts to replace the defective MFD part(s) no later than the next County Business Day unless otherwise approved in writing by an authorized County representative.
24. Use commercially reasonable efforts to complete repairs of a MFD at the first repair visit by Consultant. Spare parts needed for any such repair that are not in Consultant's inventory shall be ordered on the date of the service visit and shall be replaced upon

receipt, within two County Business Days. In the event that Consultant is unable to repair the MFD so that it is operational within three County Business Days of the first visit, Consultant shall temporarily loan to County a comparable MFD, of equal or greater capability of the MFD being repaired, for use while Consultant makes further attempts at repair or until a replacement MFD is installed, whichever is later. In the event that Consultant is unable to repair a MFD so that it is operational or replace the MFD with a comparable MFD of equal or greater capability at no additional charge to County within 30 days of the first visit, County may, at its sole option, select to have the MFD immediately replaced by Consultant, at Consultant's own expense, with a comparable MFD of equal or greater capability of the MFD and Consultant shall bear all costs associated with removal of the original MFD, and the costs to install the replacement MFD.

The term "immediately" shall mean within fifteen County Business Days.

25. Service the MFDs to be operational with an Available Up-Time of 98% within a 30 day period excluding preventative and interim maintenance time. Downtime shall begin at the time County places a service call to Consultant and shall end when the MFD is again operational.
26. When replacing an existing MFD, Consultant shall migrate the address book and data from the MFD being replaced to the new MFD and provide updated drivers to Shasta County IT for any print server the MFD is to communicate with.
27. Upon replacement or removal of MFD, Consultant shall wipe all data from the MFD and from any media that was used to transfer the data or remove the hard drive from the MFD and provide it to County IT. Certification of successful data wipe, in a form acceptable to County, shall be completed by Consultant and provided to County IT.

#### **F. CENTRALIZED MANAGEMENT**

1. Provide an enterprise-level centralized management system, which shall include hardware, software and licenses required to maintain an automated means to collect and forward meter readings from all installed equipment, and shall not conflict with the security requirements or policies of the Shasta County Network, and shall comply with the following requirements:
  - a. MFD shall be configured manually with static Internet Protocol (IP) address and connect to required MFDs only. Broadcasting across County networks is not allowed.



- b. The enterprise-level centralized management system shall only communicate with the MFDs that it supports.
  - c. The enterprise-level centralized management system shall pull only the required data for Meter Reads.
  - d. The enterprise-level centralized management system shall initiate an outbound only network connection to the authorized service provider.
  - e. Remote administration of MFDs and the enterprise-level centralized management system shall be enabled and disabled as requested by County IT.
  - f. County IT shall have full access and admin rights to the MFDs, as well as the enterprise-level centralized management system.
2. Should the automated meter reading fail or should the enterprise-level centralized management system violate any of the requirements listed in the agreement, IT may disable the system, and the Consultant shall be responsible for manual collection of meter readings until the system is repaired and/or meets the requirements.

## **G. EQUIPMENT SPECIFICATIONS**

All machines provided to the County shall meet the following specifications:

- 1. Multi-functional digital technology (copier/scanner/printer with fax option)
- 2. Scan to non-proprietary format with preference for .pdf, .tif, and .jpeg
- 3. User-friendly keyboard and ability to clear minor paper jams by user
- 4. Minimum memory 64 MB for black and white, 128 MB for color
- 5. Dual/Triple paper drawers depending on volume
- 6. Plain paper in weights from 16 – 60 lbs., transparency and label stock
- 7. Duplex with default to duplex
- 8. Finisher/Sorter with stapling
- 9. Access codes, secure print
- 10. Paper size 5 ½" x 8 ½" to 11" x 17" (minimum requirements)
- 11. Reduce and enlarge function, manual and automatic
- 12. Automatic document feeder
- 13. Operate on standard 110/115 volt without dedicated lines (20 amp acceptable)
- 14. Network connectivity
- 15. Expandable memory

The following optional features are those the County may request on an as needed basis:

1. Mobile Printing
2. Follow-Me Printing
3. Secure Printing

## **H. REPORTING REQUIREMENTS**

Submit for the quarters, or any part thereof, ending March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>, quarterly usage reports to Support Services - Purchasing. The quarterly usage reports shall be submitted within 15 days of the end of the preceding quarter. The quarterly usage reports shall include:

1. Make and model of the MFD
2. County department and location where the MFD is assigned
3. Overall usage
4. Total usage per MFD, broken down into monthly increments and by color/black copies/clicks
5. Number of service calls per MFD
6. Installation date

The format for this report will be mutually agreed upon by both parties to the Agreement in order to record, sort, and use data in a mutually beneficial way.

## **II. CONTRACT INFORMATION**

If the County chooses to fund and proceed with the maintenance and services to County owned multi-functional devices, it will enter into a Contract with the selected Responder or Responders. The County intends to use the Personal Services Agreement (PSA), attached to this RFP as **Exhibit 2** as a template for the Contract. Certain terms of the County's standard PSA template are subject to negotiation and completion once the successful Responder(s) is/are selected. The County may, in its sole discretion, agree to modify a term that is otherwise not subject to negotiation.

Upon negotiation of the contract, the chosen responder must agree to receive electronic payments, and will be required to complete the ACH/Direct Deposit Authorization form, attached as **Exhibit 3** to this RFP.

The Contract will be for an initial term of 12 months and may contain a provision for an extension of the initial term for two additional 12-month terms. Exercise of the option to extend the term of the Contract will be based on continued funding, the results of an

evaluation of the services provided, and the County's subjective satisfaction with the Contractor's performance.

### III. **RFP PROCESS, PROPOSAL FORMAT & GENERAL INFORMATION**

#### A. INQUIRIES

To make inquiries regarding this RFP, Responders may contact only the RFP Contact and are specifically directed not to contact other County officers, employees, or agents on any matter related to this RFP. Failure to comply with the preceding sentence may result in a Responder being barred from consideration under this RFP. For purposes of this section of this RFP, the word "officer" does not include members of the Shasta County Board of Supervisors.

Questions to County shall be submitted *via E-mail* to the RFP Contact or submitted online through Public Purchase. Answers will be sent via email to the individual who asked the question, and shall also be posted on the County Competitive Procurements web page and on Public Purchase. The County will not respond to any questions submitted after the Question Deadline stated on this RFP.

Any Responder who attempts to influence the RFP process by interfering or colluding with other Responders and/or with any County officer, employee, or agent; or who deviates from the RFP process as set forth in the requirements, or terms and conditions of the RFP, may be disqualified at any time from further participation in the RFP process.

#### B. PROPOSAL FORMAT & CONTENT

Each Proposal must include the following:

1. A completed **Attachment A**, Proposal Summary and Certifications.
2. A completed **Attachment B**, Statement of Experience.
3. Provide a list of MFD manufacturers that technicians are trained to repair and maintain.
4. Describe the organizational structure and staffing levels and how each staff offer support in the provision of services.

5. Discuss how service and maintenance timeframes will be met to ensure the continued operations of departments as well as extending the life of the machines.
6. Describe your service radius and if time and mileage are billed for specific areas and at what rates.
7. Provide a list of available manufacturer MFDs and available accessories, including pricing.

Pricing should show fixed price, percentage discount and final price for all machines and accessories provided.

Explain how and when new models and pricing updates are provided to ensure consistency for future years model releases and pricing.

Provide click/copy charges and how those charges are determined.

Pricing should be clear, transparent and easily auditable to invoices.

Describe how lease rates are calculated off of the base price of the machine.

### **C. EVALUATION CRITERIA AND PROCEDURE**

1. The Contract, if awarded, will be awarded to the Responder or Responders submitting the Proposal(s) deemed, by the County, in its sole discretion, to be in the best interest of the County. The County is not required to enter into a Contract with the particular Responder who submits the least costly Proposal. If only one Responder submits a Proposal, the County may, at its sole discretion, enter into negotiations with that Responder or terminate the RFP process.
2. Failure to fully comply with all of the requirements of this RFP and to provide all requested information may result in the Proposal being rejected and given no consideration. The determination of compliance with the terms and conditions of this RFP will be in the County's sole judgment and its judgment will be final and conclusive.
3. Should more than one Responder submit a Proposal, the following evaluation process will be used to select the Contractor. The factors such as, but not limited to, the following will be considered in the evaluation process:

	<i>Percentage</i>
<i>Organizational Capacity and Ability to Support the County</i>	25
<i>Pricing and Rates Charged for Click/Copy</i>	25
<i>Service and Maintenance for Operation and Life of Machine</i>	20
<i>Satisfaction of Machines and Accessories</i>	20
<i>References and Relevancy of References</i>	10
<b>Total Points    100</b>	

4. After receiving the Proposals, the County may schedule interviews at its sole discretion with some or all of the Responders and may establish a ranked list of the Proposals. The Responder receiving the highest ranking may be asked to enter into the Contract negotiation stage.
  
5. If an agreement to enter into a Contract cannot be reached with the Responder receiving the highest ranking, then the negotiations with that Responder will be terminated. Negotiations may then be opened with the next ranked Responder and the process repeated, or the County may elect at any time to reject all submitted Proposals and terminate this RFP process. Once negotiations with a particular Responder are terminated, the County will not reopen negotiations with that Responder.
  
6. Notwithstanding anything to the contrary in this RFP, the County reserves the right to award the Contract to the Responder(s) whose Proposal is determined by the County, in its sole discretion, to be in the best interest of the County. The County is not required to award the Contract to the Responder that submits the least costly Proposal. Furthermore, the County reserves the right to award one or more Contracts to one or more Responders as a result of this RFP.
  
7. If a Responder is selected and a Contract is negotiated with that Responder, the County shall issue a written Notice of Intent to Award a Contract to each Responder that submitted a Proposal. The County shall consider any protest or objection to the Contract award pursuant to this RFP, provided that it is submitted in writing and received by the County's contact person at the address listed in this RFP within 10 calendar days of the date stated on the County's written Notice of Intent to Award a Contract. The protest shall identify all bases on which the protest is based. Any protest or objection will be considered and resolved by the Director of Support Services in his/her sole discretion and whose decision shall be final and conclusive. The Contract may be executed by the County after the expiration of the time period to protest or object, or after a final decision on any protest or objection, whichever is later.

## D. SUBMISSION OF PROPOSALS

Responses may be submitted either on paper or electronically via Public Purchase. Responses received via fax and email will not be considered.

All responses must be signed, dated, and received by the Purchasing Division either physically or electronically by the RFP Closing date and time. Late submittals will not be considered.

All inquiries and correspondence related to this Request for Proposals shall be directed to:

**Leticia Swanson, Purchasing Analyst**

Shasta County Department of Support Services - Purchasing

1450 Court Street, Suite 348

Redding, CA, 96001

530.229.8244

[llswanson@co.shasta.ca.us](mailto:llswanson@co.shasta.ca.us)

### 1. Electronic Responses

Visit the [Shasta County Vendor Registration page linked here](#) to receive instructions on how to register as a vendor using Public Purchase. Vendor registration is required to submit responses via Public Purchase.

There are no fees required to register as a vendor with the County of Shasta. *Be advised that the registration process may take up to two business days to complete.*

If submitting a response to this RFP electronically, one (1) PDF digital file of the response must be submitted via [Public Purchase Linked Here](#)

### 2. Hard Copy Responses

If submitting a hard copy response to this RFP, one (1) original, clearly marked 'Original', and three (3) copies of each Quote must be submitted in a sealed envelope clearly labeled with the RFP number and Responder name.

Proposals may be modified or withdrawn at any time prior to the RFP closing Date and time by an authorized representative of the Responder and by formal written notice to the County's contact person identified in this RFP. Each Responder warrants and represents that the information provided in the Responder's Proposal shall remain unchanged for the time period as indicated on the Attachment *Proposal Summary and Certifications*. Responder acknowledges that County will be relying on the information

contained in the Proposal. No modification of a Proposal will be accepted after the RFP Closing Date and time except upon the prior written approval from the County.

#### **E. USE AND DISCLOSURE OF PROPOSALS**

1. The County reserves the right to retain all Proposals that are submitted and to use any ideas in a Proposal regardless of whether a Proposal results in a Contract. All Proposals become the exclusive and sole property of the County. The County will not reimburse Proposal preparation or submission expenses or costs, all of which are the Proposer's sole responsibility.
2. Unless otherwise compelled by a court order or other legal authority, the County will not disclose any Proposal while the County reviews and evaluates Proposals and engages in negotiations with one or more Responders. However, after the County either issues a Notice of Intent to Award as stated in Section III(D)(7) above or the County issues a written notice of termination of the RFP process, the County shall consider each Proposal and related documents a matter of public record and subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, et seq.), unless there is a legal exception to public disclosure.
3. If a Responder believes that any portion of its Proposal is subject to a legal exception to public disclosure, the Responder shall: (1) clearly mark the relevant portions of its proposal "Confidential"; and (2) upon request from the County, identify the legal basis for exception from disclosure. By submitting a Proposal, a Responder agrees that County shall not in any way be liable or responsible for the disclosure of any Proposal or any part thereof if disclosure is pursuant to the Public Records Act or otherwise pursuant to law or legal process. By submitting a Proposal, the Responder agrees to save, defend, keep, hold harmless, and fully indemnify County, its elected officials, officers, employees, agents and volunteers from all damages, claims, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing any portion of a Proposal marked "Confidential" to a third party.
4. Initiation of this RFP does not commit the County to finalize a Contract with any Responder or to be bound by any Proposal. The County shall not be liable for any costs related to the preparation and submission of a Proposal, costs related to the negotiation process, and/or costs otherwise incurred by any Responder related to this RFP process. All such costs shall be borne by the Responder(s).
5. Notwithstanding any other provisions, the County reserves the right, in its sole discretion to:

- a. Accept or reject any or all Proposals, or any part(s) thereof;
  - b. Reject any Proposal for failure to submit the Proposal in conformity with the requirements, or the terms and conditions, of this RFP;
  - c. Waive any informalities or irregularities in a Proposal, or to waive any deviations from the requirements, or terms and conditions of this RFP, if deemed to be in the best interest of the County;
  - d. Negotiate with a Responder or Responders; or
  - e. Solicit new proposals on the same Project or on a modified project which may include portions of the original proposed Project as in the best interest of the County; or
  - f. Terminate, in part or its entirety, the RFP process.
6. Any Responder submitting a Proposal understands and agrees that submission of his/her/its Proposal shall constitute acknowledgment and acceptance of, and intent to comply with, all the requirements, and terms and conditions of this RFP.
  7. The County shall not be liable for, and by submitting a Proposal the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the requirements, or terms and conditions, of this RFP, or because of any misinformation or lack of information.
  8. In the event it becomes necessary to revise any part of this RFP, an addendum will be posted on the [Shasta County Competitive Procurements page linked here.](#)



**PROPOSAL SUMMARY AND CERTIFICATIONS**

---

**VENDOR AUTHORIZED REPRESENTATIVE:**

---

Company Name

---

Representative Name

Title

---

Phone

Fax

---

Email Address

---

Federal Tax ID Number

**CONTACT INFORMATION (IF DIFFERENT FROM ABOVE):**

---

Contact Person

Title

---

Phone

Fax

---

Email Address

**Certifications:**

- |  |  |
|--|--|
| 1. Do you agree to comply with specifications, RFP instructions, draft Contract requirements and other pertinent references contained in this RFP?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Do you agree that the information and costs provided in the proposal will remain unchanged and will not be withdrawn for a period of 90 days after the submission deadline?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Do you certify that all statements contained within the submitted Proposal are true, and acknowledge that if the Proposal is found to contain any false statements, the County may declare any Agreement or Contract made as a result of the Proposal to be void? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide the requested services?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Do you certify that the proposal includes <u>all</u> costs incident to the proposed Contract?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Upon execution of the Contract, the chosen responder must agree to receive electronic payments, and will be required to complete the ACH/Direct Deposit Authorization form, attached herein. Do you agree to be an ACH/Direct Deposit vendor?                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. You give permission for the County to contact any and all references provided.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**If the answer to any question is “No”, please explain.**

**I certify that to the best of my knowledge, my responses to the above statements are true and correct.**

---

Signature

Date

**STATEMENT OF EXPERIENCE**

---

**SECTION A**

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Business Name	Phone	
Address	City and State	Zip

**BUSINESS STATUS:**

- Non-Profit Corporation       General Partnership       Limited Partnership  
 Corporation       Sole Proprietorship       Other:

**SECTION B**

---

Number of years in business under present business name?

Have you ever used another Business Name?

Number of years in business under prior business name?

Number of years' experience providing equivalent or related services?

**SECTION C**

---

**References:**

Year	Services	Contract Amount	Location	Contracting Agency/Contact
1.				
2.				
3.				
4.				
5.				

**SECTION D**

---

Have you, or your agency, failed or refused to complete a contract?  Yes  No

If yes, explain:

**SECTION E**

---

Do you or your agency hold a controlling interest in any other organization, or is this agency or business owned or controlled by another organization or agency?  Yes  No

If yes, explain:

**SECTION F**

---

Do you, or your agency, hold or have a financial interest in any other business?  Yes  No

If yes, explain (unless you are the individual personally performing contracted services or a governmental agency):

**SECTION G**

---

Names of persons with whom you, or your agency, have been associated in business as partners or business associates in the last five years. (Government agencies are exempt)

**SECTION H**

---

Explain any litigation involving you, your agency, or any principle officer(s) thereof (if applicable):

**SECTION I**

---

Provide a description of experience in the services to be provided, and the experience of principle individuals who will be performing services:

**SECTION J**

---

List any major equipment to be used for the direct provision of services:

**SECTION K**

---

Do you or your agency agree, at the request of the County, to provide letters of credit, and guarantor letters from related entities?  Yes  No

**SECTION L**

---

Please provide a list of commitments, and potential commitments which may impact assets, lines of credit, guarantors letters, or otherwise affect you or your agency's ability to perform:

**SECTION M**

---

If the nature of the services requires business or professional licenses, are such licenses held by you and/or your agency?  Yes  No

**SECTION N**

---

Do you and/or your agency agree to provide additional information as required by the County to make an informed determination of qualifications?  Yes  No

**SECTION O**

---

Do you and/or your agency agree to permit the County, State, and Federal governments to audit financial and other records pertinent to the services provided?  Yes  No

By signing this Statement of Experience, you are certifying that all information provided on this form and contained within your proposal are true. You acknowledge that if the proposal contains any false statements, the County may declare any contract or agreement made as a result of the proposal to be void.

---

Signature

Date

---

Printed Name and Title

The following are the cost commonly used machines and locations where Responders may anticipate installations. This is not an exhaustive list of machines onsite or locations where installations may be requested. Locations can be added or removed at the County’s sole discretion.

<b><i>Make and Model</i></b>
Canon
Canon C5235
ECOSYS M3540idn
ECOSYS M6635cidn
ECOSYS P6235cdn
RICOH 305 SPF
RICOH C8003
RICOH IM 430FB
RICOH IM C2000
RICOH IM C2500
RICOH IM C3000
RICOH IM C3500
RICOH IM C4500
RICOH IM C6000
RICOH MP 305 SPF
RICOH MP 305 SPFR
RICOH MP 3555
RICOH MP 4055
RICOH MP 5055
Ricoh MP 6055
RICOH MP 6055SP
RICOH MP 6503
RICOH MP 7503 SP
RICOH MP 9003
RICOH MP C307
RICOH Pro 8310s
RICOH Pro C5210s
TASKalfa 4501i
TASKalfa 3501i
TASKalfa 2552ci
TASKalfa 2553ci
TASKalfa 3051ci
TASKalfa 3501i
TASKalfa 3552ci
TASKalfa 4002i
TASKalfa 4551ci
TASKalfa 5002i

<b><i>Make and Model</i></b>
TASKalfa 4052ci
TASKalfa 5052ci
TASKalfa 5501i
TASKalfa 5551ci
TASKalfa 6002i
TASKalfa 6003i
TASKalfa 6052ci
TASKalfa 6053ci
TASKalfa 6501i
TASKalfa 6551ci
TASKalfa 7003i
TASKalfa 7052ci
TASKalfa 7353ci
TASKalfa 7551ci
TASKalfa 8002i
TASKalfa 8353ci
Xerox Workcentre 7830

<b><i>Location</i></b>	<b><i>City</i></b>
4216 Shasta Dam Blvd	Shasta Lake City
4222 Shasta Dam Blvd	Shasta Lake City
4488 Red Bluff St	Shasta Lake City
2889 E. Center St	Anderson
20509 Shasta St	Burney
36911 Main St	Burney
1220 Sacramento St	Redding
1265 Redwood Blvd	Redding
1313 Yuba St	Redding
1400 California St	Redding
1411 Yuba St	Redding
1450 Court St	Redding
1506 Market St	Redding
1550 California St	Redding
1560 Market St	Redding
1600 Court St	Redding

<b>Location</b>	<b>City</b>
1612 Market	Redding
1620 Market St	Redding
1643 Market St	Redding
1655 West St	Redding
1670 Market Street	Redding
1810 Market St	Redding
1815 Yuba St	Redding
1851 Hartnell Dr	Redding
1855 Placer St	Redding
1855 Shasta St	Redding
1880 Shasta St	Redding
2425 Breslauer Way	Redding
2430 Breslauer Way	Redding
2460 Breslauer Way	Redding
2490 Radio Ln	Redding
2600 Park Marina Dr	Redding
2600 Park Marina Dr.	Redding
2632 Breslauer Way	Redding
2634 Breslauer Way	Redding
2640 Breslauer Way	Redding
2644 Breslauer Way	Redding
2650 Breslauer Way	Redding
2652 Breslauer Way	Redding
2660 Breslauer Way	Redding
2680 Radio Lane	Redding
2750 Wixon Ln	Redding
2757 Churn Creek	Redding
3179 Bechelli Ln	Redding
4555 Veterans Lane	Redding
Progress Dr	Redding
300 Park Marina Circle	Redding
Bridge Bay Marina	Redding

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
[KEYBOARD <1>]**

This agreement is entered into between the County of Shasta, through its Support Services, Purchasing Unit, a political subdivision of the State of California (“County”) and [KEYBOARD <3>] (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing and servicing multi-functional devices.

**Section 1. DEFINITIONS.**

- A. “Available Up-Time” means the number of hours during County Business Hours in five County Business Days that a Multi-functional Device is operating to the satisfaction of County divided by the number of normal County Business Hours in five County Business Days.
- B. “County Business Days” means Monday through Friday except County holidays as designated by the Shasta County Board of Supervisors.
- C. “County Business Hours” means 8:00 a.m. to 5:00 p.m., Pacific Standard Time, during County Business Days.
- D. “Emergency Hours” means hours that are not County Business Hours as defined in this agreement.
- E. “Install” shall mean to deliver, install, make Multi-functional Device(s) ready for use, and provide initial training to County staff selected by County. For purposes of this agreement, the word “install” shall also include the words “installed” or “Installation.”
- F. “IT” means County’s Information Technology (“IT”) Department.
- G. “Maintenance and/or Service” means the care, upkeep or support of a Multi-functional Device, including, but not limited to, all parts and labor except for paper and staples and for which Consultant is responsible for the cost of providing.
- H. “Meter Reading” is defined as a count of the number of copies/clicks a Multi-functional Device has performed for a period of time.
- I. “Multi-functional Device(s) (MFD(s))” means copiers that copy plus perform at least one other function including but not limited to faxing, scanning, and printing.
- J. “Operational” means substantial compliance with the manufacturer’s specifications and/or performance standards.
- K. “Repair” means to make Operational a MFD that fails to function in substantial compliance with the manufacturer’s specifications and/or performance standards including, but not limited to, all parts and labor except for paper and staples.



L. “SDS” means Safety Data Sheets.

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

Pursuant to the terms and conditions of this agreement, Consultant:

[“B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: “This [document or report] is one of [number] produced under this agreement.”]

**Section 2. RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, County shall:

A. Compensate Consultant as prescribed in sections [3] and [4] of this agreement and shall monitor the outcomes achieved by Consultant.

**Section 3. COMPENSATION.**

A. Consultant shall be paid [KEYBOARD <8>] for the services described in this agreement.

B. Consultant shall be paid via electronic invoice payment; automated clearing house (“ACH”), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.

C. [If applicable to this agreement add:][In accordance with the budget as prescribed in section [4], County shall pay to Consultant a maximum of \$(DOLLAR AMOUNT) for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$(DOLLAR AMOUNT).]

D. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT.**

- A. PO/Invoice for purchase (placeholder)
- B. Consultant shall submit to each County Department where vendor provided MFD(s) is/are located, an itemized invoice in the approved format by the 15<sup>th</sup> of each month for the click/copy charges for the preceding month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice. The approved format for an invoice includes the following information broken down by multi-functional device:
- (1) Contractor's account number for the device
  - (2) Device name and model number
  - (3) Serial number
  - (4) County department using the device
  - (5) County blanket purchase order number assigned to the device
  - (6) Device location including building and room number
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT.**

["The initial term of this agreement shall be for one year [or specify shorter period] beginning [date or "as of the last date it has been signed by both [all] Parties"] and ending [date]. The term of this agreement may be extended by County for one [or two] additional one-year term [terms] [[*or*] shall be automatically renewed for one [or two] additional one-year term [terms] at the end of the initial term], under the same terms and conditions [if compensation increases after the first year, insert here, "except as provided in section [3],"] unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date."] or ["The base term of this agreement shall be [period], beginning [date] and ending [date], provided that County may exercise one [or two] one-year

option[s] to renew after the base term, under the same terms and conditions [describe exceptions] by notifying Consultant of such exercise, in writing, before the end of the term.”]

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant’s responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant’s responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County’s right to terminate this agreement may be exercised by the Director of Support Services.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director of Support Services provided that the amendment is in substantially

the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

*[If Consultant is determined pursuant to section 5.5 of Policy 6-101 to be an independent contractor, insert the following:]*

- A. Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

*[If Consultant does **not** qualify as an independent contractor for tax purposes per section 5.5, use the following instead of the foregoing:]*

- A. Consultant shall, during the entire term of this agreement, be construed to be an independent contractor. Nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement;

provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Notwithstanding Consultant's status as an independent contractor, County shall withhold from payments made to Consultant such sums as are required to be withheld from employees by the Federal Internal Revenue Code, the Federal Insurance Compensation Act, the State Personal Income Tax Law, and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding County's liability under said laws and does not abrogate Consultant's status as an independent contractor as described in this agreement.

*[If Consultant is an out-of-state independent contractor, add:]*

- B. County shall withhold seven percent of all income paid to Consultant under this agreement for payment and reporting to the California Franchise Tax Board because Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

#### **Section 10. INDEMNIFICATION.**

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph

are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified

above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.



- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS.**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 17. PERFORMANCE STANDARDS.**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

**Section 18. CONFLICTS OF INTEREST.**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES.**

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director of Support Services  
1450 Court Street, Suite 348  
Redding, CA 96001  
Phone: (530) 225-5515  
Fax: (530) 225-5345

If to Consultant: [KEYBOARD <18>]

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or his/her designee.

**Section 20. AGREEMENT PREPARATION.**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. PROPERTY TAXES.**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 23. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 24. COUNTY'S RIGHT OF SETOFF.**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

**Section 25. CONFIDENTIALITY.**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**[CONFIDENTIALITY OF PATIENT INFORMATION.]**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement. [Mental Health agreements.]

**[CONFIDENTIALITY OF CLIENT INFORMATION.]**

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.]

**Section 24. SCOPE AND OWNERSHIP OF WORK.**

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

**Section 24. USE OF COUNTY PROPERTY.**

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

**Section 24. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.** This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the

requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
JOE CHIMENTI, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

MATTHEW P. PONTES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

**RISK MANAGEMENT APPROVAL**

By: \_\_\_\_\_  
James Johnson, Risk Management Analyst III

\_\_\_\_\_  
By: Adam M Pressman  
Senior Deputy County Counsel

**INFORMATION TECHNOLOGY APPROVAL**

\_\_\_\_\_  
Tom Schreiber  
Chief Information Officer

**CONSULTANT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
<KEYBOARD <21>] \_\_\_\_\_  
Tax I.D.#: [KEYBOARD <22>]



# SHASTA COUNTY

## AUDITOR-CONTROLLER

### ACH/DIRECT DEPOSIT AUTHORIZATION

Shasta County has been offering ACH/Direct Deposit to its vendors since 2002. This process allows the County to transmit vendor payments directly into a checking or savings account instead of printing and mailing a paper check. This service has become even more critical over the years with the increasing cost of postage and the closure of post offices. ACH/Direct Deposit is available to all county vendors, district employees, and county employees who receive payments from the County of Shasta.

For your convenience we have enclosed an ACH/Direct Deposit Authorization enrollment form. To elect to have future payments deposited directly into your bank account, please complete the form below, sign it and return it along with a voided check. Please complete this form in its entirety as **incomplete forms will not be processed**.

**For questions about this form, please contact Auditor-Controller Accounts Payable area at (530) 245-6904**  
*Please note: Federal Reserve regulations require 2-3 banking days for transmission of funds to any account. Once Shasta County Auditor-Controller's office approves the claim for payment, payees will receive an e-mail notification that confirms when the funds will be deposited.*

Mail this form and voided check to Shasta County Auditor-Controller 1450 Court St. Suite 238, Redding, CA 96001-1671

<b>BANKING INFORMATION:</b>					
<b>Print "VOID" across the front of a check and attach it to this form</b> or attach a printout from your financial institution that contains the correct routing and account number.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; border-bottom: none;">Choose One</td> </tr> <tr> <td style="width: 50%; border: none; text-align: center;"> <input type="checkbox"/> Checking                 </td> <td style="width: 50%; border: none; text-align: center;"> <input type="checkbox"/> Savings                 </td> </tr> </table>	Choose One		<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Choose One					
<input type="checkbox"/> Checking	<input type="checkbox"/> Savings				
	Bank Name:				
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border: none;">Bank City:</td> <td style="width: 30%; border: none;">Bank State:</td> </tr> </table>	Bank City:	Bank State:		
Bank City:	Bank State:				
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border: none;">Routing #: <i>9 digits</i></td> <td style="width: 50%; border: none;">Account #:</td> </tr> </table>	Routing #: <i>9 digits</i>	Account #:		
Routing #: <i>9 digits</i>	Account #:				
<b>PERSONAL INFORMATION:</b>					
Once activated, <b>ALL</b> future payments will be processed via ACH/ Direct Deposit. To discontinue ACH/ Direct Deposit, notify the Auditor's office one week in advance of discontinue date.	Vendor Name:				
	Street Address:				
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border: none;">City:</td> <td style="width: 30%; border: none;">State:</td> </tr> </table>	City:	State:		
City:	State:				
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border: none;">Zip:</td> <td style="width: 50%; border: none;">Phone:</td> </tr> </table>	Zip:	Phone:		
Zip:	Phone:				
	Email: <i>required</i>				

I hereby authorize Shasta County to initiate direct deposits (or correcting entries to previous deposits) to my account. By signing below I hereby hold harmless the County of Shasta, its agents, and representatives for any misdirection, or miscreditation of the direct depositing of my accounts payable funds.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date