



Contra Costa County

Public Works
Purchasing Division
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2152

MASTER AGREEMENT FOR LEASING COPIER/MULTIFUNCTION DEVICES (MFDs) AND FOR PROCURING MANAGED PRINT SERVICES

This Master Agreement (the "Agreement") is entered into as of July 1, 2019, by and between the County of Contra Costa (the "County") and J.J.R. Enterprises, Inc., a California corporation, doing business as Caltronics Business Systems ("Contractor"). The County and the Contractor are sometimes referred to herein together as the "Parties," and each individually as a "Party."

AGREEMENT TITLE: Copier/Multifunctional Devices ("MFDs") and Related Maintenance, Software, Support and Service

AGREEMENT NUMBER: MFD-MA 2019-02

EXPIRATION DATE: This Agreement expires upon the expiration of all purchase orders issued under this Agreement in accordance with Section 1 (Method of Procurement) of the Master Agreement Terms.

MASTER AGREEMENT TERMS

1. METHOD OF PROCUREMENT

- A. **Copiers/MFDs.** To lease Copiers/MFDs under this Agreement, the County will issue a purchase order for an individual department that incorporates this Agreement by including the following reference: "**Master Agreement No. MFD-MA 2019-02 - Copiers/MFDs.**" The purchase order will specify (1) the department and locations for Copier/MFD Deployment, (2) the payment limit of the procurement, (3) the type of Copiers/MFDs in Exhibit A being leased and the associated software and services being procured under this Agreement, (4) the lease period, and (5) any additional material information required by this Agreement. Upon receipt of a purchase order incorporating this Agreement by reference, the Contractor shall provide the designated department Copiers/MFDs in accordance with the purchase order and Exhibits A through F, J, K, and L

of this Agreement. If a term of a purchase order conflicts with any terms of this Agreement, the terms of this Agreement shall govern.

- B. **Managed Print Services.** To obtain Managed Print Services under this Agreement, the County will issue a purchase order for an individual department that incorporates this Agreement by including the following reference: “**Master Agreement No. MFD-MA 2019-02 - MPS.**” The purchase order will specify (1) the department and locations for the Managed Print Services, (2) the payment limit of the procurement, (3) the term over which the Contractor shall provide the Managed Print Services, and (4) any additional material information required by this Agreement. Upon receipt of a purchase order incorporating this Agreement by reference, the Contractor shall provide Managed Print Services in accordance with the purchase order and Exhibits G through L of this Agreement. If a term of a purchase order conflicts with any terms of this Agreement, the terms of this Agreement shall prevail and govern.

2. TERM AND TERMINATION.

- A. **Term.** A purchase order under this Agreement for lease of Copiers/MFDs shall have a term between 36 and 72 months from the date it is issued. A purchase order under this Agreement for Managed Print Services shall have a term between 12 and 72 months from the date it is issued. A purchase order may be issued for a term of less than 72 months and later extended provided that the term of the purchase order, as extended, does not exceed 72 months from the date it is issued. The Contractor shall perform its obligations under this Agreement and each purchase order issued under this Agreement for the entire term of the purchase order, provided that the term of a purchase order commences on or before June 30, 2024.
- B. **Termination.** Notwithstanding anything to the Contrary in this Agreement or any purchase order issued under this Agreement, the County may terminate a purchase order issued under this Agreement. Further, the County may terminate this Agreement or any purchase order issued under this Agreement at any time if the County determines it does not have sufficient funds to appropriate to pay under the Agreement or purchase order.

- 3. **AGGREGATE PAYMENT LIMIT.** The total payment limit for all purchase orders issued under this Agreement shall not exceed \$12,000,000.

- 4. **EXHIBITS INCORPORATED BY REFERENCE.** This Agreement includes all of the following exhibits attached hereto and incorporated herein by this reference”

- Exhibit A: Copiers/MFDs – Specifications
- Exhibit B: Copiers/MFDs – Models available
- Exhibit C: Copiers/MFDs - Statement of Work
- Exhibit D: Copiers/MFDs – Service Level Agreement
- Exhibit E: Copiers/MFDs – Pricing
- Exhibit F: Copiers/MFDs – Software Licenses

- Exhibit G: MPS – Statement of Work
- Exhibit H: MPS – Service Support Agreement
- Exhibit I: MPS – Pricing
- Exhibit J: General Conditions
- Exhibit K: Contractor Remote Access and User Responsibility Statement
- Exhibit L: HIPAA Business Associate Addendum

5. **CONTACTS.** The principal points of contact for all County transactions under this Agreement are as follows. A Party may change its contact at any time by providing written notice to the other Party. The County, at its discretion, may designate additional departmental contacts in purchase orders issued under this Agreement.

COUNTY: Des Gebre, Senior Buyer
Purchasing Division
255 Glacier Drive
Martinez, CA 94553
Phone: (925)313-2152
dgebr@pw.cccounty.us

Victor Tetteh, Buyer II
255 Glacier Drive
Martinez, CA 94553
Phone: (925)313-2153
victor.tetteh@pw.cccounty.us

CONTRACTOR: Guy Gray, Territory Sales Manager
6160 Stoneridge Mail Road, Suite 270
Pleasanton, CA 94566
Phone: (925)226-1288
grayg@caltronics.net

[Remainder of page intentionally left blank. Signatures on next page.]

By signing below, the undersigned represent that they are authorized to execute this Agreement on behalf of the party for which they sign.

COUNTY OF CONTRA COSTA

CONTRACTOR

BY: _____
Public Works Director/Designee

Name: DANIEL REILLY 6/25/14
Title: PRESIDENT
Signature: [Signature]

ATTEST:

Clerk of the Board of Supervisors

Name: _____
Title: _____
Signature: _____

APPROVED AS TO FORM

Deputy County Counsel

[Attached Notary Acknowledgments] Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento
On June 25, 2014 before me, Jessica Lopez Pineda
Personally appeared Daniel Francis Reilly

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



Exhibits:

- Exhibit A: Copiers/MFD – Specifications
- Exhibit B: Copiers/MFD – Models available
- Exhibit C: Copiers/MFD - Statement of Work
- Exhibit D: Copiers/MFD – Service Level Agreement
- Exhibit E: Copiers/MFD – Pricing Summary
- Exhibit F: Copiers/MFD – Software Licenses
- Exhibit G: MPS – Statement of Work
- Exhibit H: MPS – Service Support Agreement
- Exhibit I: MPS – Pricing Summary
- Exhibit J: General Conditions
- Exhibit K: Contractor Remote Access and User Responsibility Statement
- Exhibit L: HIPAA Business Associate Addendum

EXHIBIT A
COPIER/MFD SPECIFICATIONS

All Copiers/MFDs leased under this Agreement shall conform to the applicable requirements of this Exhibit A.

A. COPIER GENERAL SPECIFICATION KONICA MINOLTA BIZHUB BLACK & WHITE

#	Segment	1	2	3	4	5	6
	Device Model Numbers	4052/4752	227-228	308e-368e	458e-658e	808-958	1100
1	Technology	Laser	Laser	Laser	Laser	Laser	Laser
2	Monochrome copying, printing, scanning & faxing only	Yes	Yes	Yes	Yes	Yes	No faxing
3	Color copying, color printing, color scanning & monochrome faxing	Color scanning	Color scanning	Color scanning	Color scanning	Color scanning	Color scanning
4	Rated speed	42-50	22-28	30-36	45-65	80-95	100
5	Maximum copy/print size	8 1/2 x 14	Copy 11x17/ Print up to 12x18	Copy 11x17/ Print up to 12x18	Copy 11x17/ Print up to 12x18	Copy 11x17/ Print up to 12x18	12x18
6	FCT (First-Copy Time) Seconds	6.5	4.5	4.5	3.5	3.2	3.4
7	ADF (Automatic Document Feeder)	No	Yes	Yes	Yes	Yes	Yes
8	RADF (Reversing Automatic Document Feeder)	Dual Scan ADF	Optional	DSPF Dual Scan Technology	DSPF Dual Scan Technology	DSPF Dual Scan Technology	DSPF Dual Scan Technology
9	Duplexing (all units and drivers must default to duplex mode for both copying and printing)	Yes	Yes	Yes	Yes	Yes	Yes

	Single-position Stapling Finisher	No	Multi Sheet Stapling 1 & 2 Position	Multi Sheet Stapling 1 & 2 Position	Multi Sheet Stapling 1 & 2 Position	Multi Sheet Stapling 1 & 2 Position	Multi Sheet Stapling 1 & 2 Position	Multi Sheet Stapling 1 & 2 Position
10		No	3,300	3,300	3,300	3,300	3,300	4,200
11	Sheet capacity of finisher	No	Yes	Yes	Yes	Yes	Yes	Yes
12	Separate finisher trays/locations for prints, faxes & copies	No						
13	Fax Boards	Yes	Yes	Yes	Yes	Yes	Yes	No
14	Scan-to-email (with LDAP authentication)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
15	Scan-to-XMedius Cloud Fax Server	Yes	Yes	Yes	Yes	Yes	Yes	Yes
16	Scan-to-shared folder (SharePoint)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
17	Secure (password protected) Printing	Yes	Yes	Yes	Yes	Yes	Yes	Yes
18	Console	Desktop	Yes	Yes	Yes	Yes	Yes	Yes
19	Number of paper drawers (excluding bypass)	2 standard & up to 4	2 standard & up to 5	2 standard & up to 5	2 standard & up to 5	2 standard & up to 5	4 standard & up to 5	2 standard up to 5
20	Total sheet capacity of drawers (excluding bypass)	2,200	4,000	6,500	6,500	6,500	6,500	9,000
21	Stack-feed bypass	Yes	Yes	Yes	Yes	Yes	Yes	Yes
22	Auto tray-switching	Yes	Yes	Yes	Yes	Yes	Yes	Yes
23	Guaranteed per-unit minimum monochrome volume	Up to 1500	Up to 5,000	Up to 7,500	Up to 20,000	Up to 40,000	Up to 50,000 plus	
24	Guaranteed per-unit minimum color volume	N/A	N/A	N/A	N/A	N/A	N/A	N/A

25	Optional Features	Staple (Inline) up to 20 sheets	2/3 Hole Punch, Booklet Finishing (Half Fold, Tri Fold, Center Staple & Fold)	2/3 Hole Punch, Booklet Finishing (Half Fold, Tri Fold, Center Staple & Fold)	2/3 Hole Punch, Booklet Finishing (Half Fold, Tri Fold, Center Staple & Fold)	2/3 Hole Punch, Booklet Finishing (Half Fold, Tri Fold, Center Staple & Fold)	
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B. COPIER/MFD GENERAL SPECIFICATIONS KONICA MINOLTA BIZHUB COLOR

#	Segment	1	2	3	4	5	6
	Device Model Numbers	C3351	C258	C308-C368	C458-C658	C659-C759	C6100
1	Technology	Laser	Laser	Laser	Laser	Laser	Laser
2	Monochrome copying, printing, scanning & faxing only	Yes	Yes	Yes	Yes	Yes	Copy, Print, Scan, No Fax
3	Color copying, color printing, color scanning & monochrome faxing	Yes	Yes	Yes	Yes	Yes	Copy, Print, Scan, No Fax
4	Rated speed	35	25	30-36	45-65	65-75	100
5	Maximum copy/print size	8.5x14	Copy 11x17/ Print up to 12x18, Banner 11.75"x47"	Copy 11x17/ Print up to 12x18, Banner 11.75"x47"	Copy 11x17/ Print up to 12x18, Banner 11.75"x47"	Copy 11x17/ Print up to 12x18, Banner 11.75"x47"	Copy 11x17/ Print up to 13x19, Banner 11.75"x47"
6	FCT (First-Copy Time) Seconds	9.1 Color/ 8.1 B&W	7.5 Color/ 6.1 B&W	6.9 Color / 5.3 B&W	4.4 Color / 3.5 B&W	4.9 Color / 3.6 B&W	6.9 Color / 3.3 B&W
7	ADF (Automatic Document Feeder)	Yes	Yes	Yes	Yes	Yes	Yes
8	RADF (Reversing Automatic Document Feeder)	Yes	DSPF Dual Scan Technology	DSPF Dual Scan Technology	DSPF Dual Scan Technology	DSPF Dual Scan Technology	DSPF Dual Scan Technology
9	Duplexing (all units and drivers must default to duplex mode for both copying and printing)	Yes	Yes	Yes	Yes	Yes	Yes

	Single-position Stapling Finisher	No	Multi Sheet Stapling 1 & 2 Position	Multi Sheet Stapling 1 & 2 Position	Multi Sheet Stapling 1 & 2 Position	Multi Sheet Stapling 1 & 2 Position	Multi Sheet Stapling 1 & 2 Position
10	Sheet capacity of finisher	N/A	3,300	3,300	3,300	3,300	3,300
11	Separate finisher trays/locations for prints, faxes & copies	No	Yes	Yes	Yes	Yes	Yes
12	Fax Boards	Yes	Yes	Yes	Yes	Yes	No
13	Scan-to-email (with LDAP authentication)	Yes	Yes	Yes	Yes	Yes	Yes
14	Scan-to-XMedius Cloud Fax Server	Yes	Yes	Yes	Yes	Yes	No
15	Scan-to-shared folder (SharePoint)	Yes	Yes	Yes	Yes	Yes	Yes
16	Secure (passwordprotected) Printing	Yes	Yes	Yes	Yes	Yes	Yes
17	Console	Desktop	Yes	Yes	Yes	Yes	Yes
18	Number of paper drawers (excluding bypass)	2 standard & up to 3	2 standard & up to 5	2 standard & up to 5	2 standard & up to 5	2 standard & up to 5	2 Standard up to 5
19	Total sheet capacity of drawers (excluding bypass)	1,150	6,500	6,500	6,500	6,500	9,000
20	Stack-feed bypass	Yes	Yes	Yes	Yes	Yes	Yes
21	Auto tray-switching	Yes	Yes	Yes	Yes	Yes	Yes
22	Guaranteed per-unit minimum monochrome volume	Up to 1,500	Up to 5,000	Up to 7,500	Up to 20,000	Up to 40,000	50, 000 plus
23	Guaranteed per-unit minimum color volume	Up to 1,500	Up to 2,500	Up to 2,500	Up to 5,000	Up to 20,000	25,000 plus
24	Optional Features	Convenience Stapler Off-	2/3 Hole Punch,	2/3 Hole Punch,	2/3 Hole Punch,	2/3 Hole Punch,	2/3 Hole Punch,

EXHIBIT B

COPIER/MFD SPECIFICATION DEVICE FUNCTIONALITY

All Copiers/MFDs leased under this Agreement shall meet the requirements and specifications included in this Exhibit B.

A. COPIER/MFD DEVICE FUNCTIONALITY KONICA MINOLTA BIZHUB BLACK & WHITE

#	Segment	1	2	3	4	5	6
	Device Model	4052/4752	227-228	308e-368e	458e-658e	808-958	1100
1	NEMA plug configuration type	5-15R	5-15R	5-15R	5-15R	5-20R/808 6-20R/ 958	6-20R
2	Brand and model of included power surge protector (line conditioner)	Next Gen PCS	Next Gen PCS	Next Gen PCS	Next Gen PCS	Next Gen PCS	Next Gen PCS
3	Power consumption (running)	4052 1.79kWh 4752 2.21 kWh	1.89KWh	308e 2.15kWh 368e 2.81 kWh	458e 3.8kWh 558e 5.6 kWh 658e 3.8 kWh	808 6.6 kWh 958 8.7 kWh	3.6 kWh or less
4	Power consumption (idle)	Less than 1.5kWh	Less than 1.5kWh	Less than 1.5kWh	Less than 1.59 kWh	Less than 808 2.10 kWh 958 3.84	2.2 kWh
5	Power consumption (off)	0 kWh	0 kWh	0 kWh	0 kWh	0 kWh	0 kWh
6	Energy reduction Features	yes	yes	yes	yes	yes	yes
	Does the model offer full-bleed letter and	no	Yes	Yes	Yes	Yes	Yes

7	ledger –size printing?								
8	Reduction in printing speed vs. rated copy per-minute speed (percentage basis)	0	0	0	0	0	0	0	0
9	Material Safety Data Sheet (MSDS) included in RMC provided literature	Please see attached	Please see attached	Please see attached	Please see attached	Please see attached	Please see attached	Please see attached	Please see attached
10	Advance notice provided by the Copier/MFD before running out of toner	YES	YES	YES	YES	YES	YES	YES	YES
11	Primary functions (i.e., copying, printing, faxing [as applicable] and scanning) that are able to be performed simultaneously	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS
12	Print/copy jobs are not stored on the Copier/MFD's hard drive after printing	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT
13	Page Description Language (PDL) compatibilities, including version	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

	numbers, are included in CONTRACTOR's pricing.								
14	COUNTY's network and server operating system compatibilities, including version numbers, are included in CONTRACTOR's pricing	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
15	Which walk-up copying, faxing or scanning features, if any, are not available to workstation users via the unit's print, fax and scan drivers?	ALL available	ALL available	ALL available	ALL available	ALL available	ALL available	ALL available	ALL available
16	The maximum Copier/MFD timeout period for walk-up users.	1 Hour	1 Hour	1 Hour	1 Hour	1 Hour	1 Hour	1 Hour	1 Hour
17	The Copier/MFDs can be configured to securely hold all print jobs at the device until	YES, Standard feature. Advance Secure Print is available	YES, Standard feature. Advance Secure Print is available	YES, Standard feature. Advance Secure Print is available	YES, Standard feature. Advance Secure Print is available	YES, Standard feature. Advance Secure Print is available	YES, Standard feature. Advance Secure Print is available	YES, Standard feature. Advance Secure Print is available	YES, Standard feature. Advance Secure Print is available

	released using a user assigned password number (Secure Printing)	through PaperCut	through PaperCut	through PaperCut	through PaperCut	through PaperCut	through PaperCut
18	The Copier/MFD print driver can be defaulted to require the use of the Secure Print function	YES	YES	YES	YES	YES	YES
19	Amount of included RAM memory dedicated for the copier, fax (as applicable), scanner and printer Functions	4GB	4GB	4GB	4GB	4GB	8GB
20	The maximum number of fax lines that each installed Copier/MFD can accommodate	2	4	4	4	4	NONE
21	Each of the installed model is set from the factory to default to copier functionality as the priority document imaging mode	YES	YES	YES	YES	YES	YES
	Each color-capable	YES	YES	YES	YES	YES	YES

22	Copier/MFD will be set from the factory to default to monochrome functionality as the priority document imaging mode for both walk-up copy, scanning and print-driver users	YES	YES	YES	YES	YES	YES
23	Monochrome-only print drivers can be made available for users of the color-capable Copier/MFDs. Although this functionality is available, vendor will eliminate from the drivers and the Copier/MFD touch screen panels any mention of a Color-Only copying/printing mode.	YES	YES	YES	YES	YES	YES
24	Two-sided one-pass scanning (i.e., "simultaneous" or	YES	YES	YES	YES	YES	YES

	“perfect” scanning) capability included									
25	Stack-feed bypass tray capable of feeding multiple #10 envelopes	YES	YES	YES	YES	YES	YES	YES	YES	NO
26	The model can print out the internal user/departmental tracking data	YES	YES	YES	YES	YES	YES	YES	YES	YES
27	The internal user/departmental tracking data can be transmitted electronically via an included copy/print tracking and billing solution to the CONTRACTOR	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT
28	Printing can be controlled and tracked via the copy/print tracking and billing solution provided by the CONTRACTOR	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT
29	Copy tracking data can be listed separately from print tracking data	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT	PAPER CUT

	for each user or department being tracked by the copy/print tracking and billing solution							
30	The internal tracking codes can be submitted electronically to the copy/print tracking and billing solution on a prescribed day each month	YES	YES	YES	YES	YES	YES	YES
31	User identification codes can be set up globally for all devices and/or on individual devices from a remote location	PaperCut	PaperCut	PaperCut	PaperCut	PaperCut	PaperCut	PaperCut
32	A brief description of the most efficient method of installing device print, fax and scan driver software for each model on COUNTY workstations	Microsoft GPO Deployment	Microsoft GPO Deployment	Microsoft GPO Deployment	Microsoft GPO Deployment	Microsoft GPO Deployment	Microsoft GPO Deployment	Microsoft GPO Deployment

33	Banner sheets can be automatically programmed to be pulled from a different (color) paper source than for the print job itself	YES	YES	YES	YES	YES	YES	NO
34	Banner sheets between print jobs can be programmed with the network user's name and/or other identifier so jobs from multiple distant users can more easily be located in high-volume environments	YES	YES	YES	YES	YES	YES	YES
35	The Copier/MFD model offers embedded Bates Stamping capabilities	STAMPS & WATERMARKS	STAMPS & WATERMARKS	STAMPS & WATERMARKS	STAMPS & WATERMARKS	STAMPS & WATERMARKS	STAMPS & WATERMARKS	STAMPS & WATERMARKS
36	Printing/scanning to/from a USB thumb/flash drive is	YES	YES	YES	YES	YES	YES	YES

	included on each of the models								
37	The scanning system for each Copier/MFD is configured to support common network user authorization, authentication schemes and common directory protocols such as LDAP and native active directory. The processes are the same as those required by the users' network login e.g., user name and password	YES	YES	YES	YES	YES	YES	YES	YES
38	A user's name can be added to the "From" field for further verification of the sender	No	No	No	No	No	No	No	No
39	Each Copier/MFD need to be programmed manually	YES – Standard Feature. Advance programming to	YES – Standard Feature. Advance programming to	YES – Standard Feature. Advance programming to	YES – Standard Feature. Advance programming to	YES – Standard Feature. Advance programming to	YES – Standard Feature. Advance programming to	YES – Standard Feature. Advance programming to	YES – Standard Feature. Advance programming to

	(remotely or otherwise) to incorporate each authorized user's email addresses	the fleet can be performed with PaperCut	be performed with PaperCut	be performed with PaperCut	be performed with PaperCut	be performed with PaperCut
40	Each Copier/MFD allows scanned documents to be encrypted for security purposes.	YES	YES	YES	YES	YES
41	Users can choose a scan file format available (e.g. PDF, TIFF, and JPEG) at the device based on an application and preference.	YES	YES	YES	YES	YES
42	Users wishing to utilize the included scan-to-email function are authenticated	YES	YES	YES	YES	YES
43	The device can create text-searchable PDF files from scanned originals providing greater access to documents archived in shared files,	YES, Advance OCRing from the server level can be accomplished with PaperCut	YES, Advance OCRing from the server level can be accomplished with PaperCut	YES, Advance OCRing from the server level can be accomplished with PaperCut	YES, Advance OCRing from the server level can be accomplished with PaperCut	Not through the machine however, Advance OCRing from the server level can be accomplished with PaperCut

	folders, or future Electronic Document Management Systems (EDMS) applications that the COUNTY may implement							accomplished with PaperCut
44	Multiple pages can be scanned and either emailed or stored without having to go back-and-forth between the device and the PC workstation between each page	YES	YES	YES	YES	YES	YES	YES
45	The scanning solution includes OCR software with advanced desktop layout analysis for editing, archiving and sharing	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR No, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	Yes
	Walk-up Copier/MFD users	NO	YES	YES	YES	YES	YES	Yes

46	have access to a full-size integrated QWERTY keyboard								
47	Users can search for available network folders on the Copier/MFD screen to determine where to send scanned documents	NO	YES, Network List is available from the Panel display, For advance browsing & sub-folder navigation this can be accomplished with the optional KM SMB Connector	YES, Network List is available from the Panel display, For advance browsing & sub-folder navigation this can be accomplished with the optional KM SMB Connector	YES, Network List is available from the Panel display, For advance browsing & sub-folder navigation this can be accomplished with the optional KM SMB Connector	YES, Network List is available from the Panel display, For advance browsing & sub-folder navigation this can be accomplished with the optional KM SMB Connector	YES, Network List is available from the Panel display, For advance browsing & sub-folder navigation this can be accomplished with the optional KM SMB Connector	NO	
48	Color scanning capability is included on any of the monochrome models	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	
	The scanning system can support common network user authorization, authentication schemes and common directory	YES	YES	YES	YES	YES	YES	YES	

49	protocols such as LDAP. The processes are the same as those required by the users' network login e.g., user name and password A user's name can be added to the "From" field for further verification of the sender								
50	The device allows scanned documents to be encrypted for security purposes	YES	YES	YES	YES	YES	YES	YES	YES
51	The device allows for scanning to Electronic Document Management Systems (EDMS) or Enterprise Content Management (ECM)	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import
52	Users can scan to a Windows share location or to FTP (Internet transfer) on each Copier/MFD	YES	YES	YES	YES	YES	YES	YES	YES

53	The device can scan images into WYSIWIG web-based HTML files	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	NO
54	The device allows a user to attach Document Management Fields (e.g. date, name, file number) to the document file for filing/retrieval and unique identification (sometimes referred to as metadata); the metadata or indexing data can be automatically included in the scanning template workflow	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	This is not a standard feature but can be accomplished with optional software such as eCopy Embedded or Nuance Autostore
55	The maximum resolution of the scanned image	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi
56	Automatic de-speckling and de-skewing of the scanned image	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	This is not a standard feature but can be accomplished with optional

	software such as eCopy Embedded or Nuance Autostore	software such as eCopy Embedded or Nuance Autostore	software such as eCopy Embedded or Nuance Autostore	software such as eCopy Embedded or Nuance Autostore	software such as eCopy Embedded or Nuance Autostore	software such as eCopy Embedded or Nuance Autostore
57	The color depth of the scanned image	8Bit	8Bit	8Bit	8Bit	8Bit
58	The ability to scan to shared network folder	YES	YES	YES	YES	YES
59	The ability to scan to an email address	YES	YES	YES	YES	YES
60	Email notifications will be sent automatically to the designated facility key operator when units are out of paper, out of toner or otherwise require key operator attention	Standard feature from the machine and with FMAudit	Standard feature from the machine and with FMAudit	Standard feature from the machine and with FMAudit	Standard feature from the machine and with FMAudit	Standard feature from the machine and with FMAudit
61	The finisher for each Copier/MFD is internal or external to the device	NONE	BOTH	BOTH	BOTH	EXTERNAL
62	A brief description of how prints, faxes (as applicable) and copies will be	NONE	WITH MULTI TRAYS THROUGH THE	WITH MULTI TRAYS THROUGH THE	WITH MULTI TRAYS THROUGH THE	WITH MULTI TRAYS THROUGH THE

	separated on the finisher and/or exit trays of each Copier/MFD model	SETTING ON THE COPIER	SETTING ON THE COPIER	SETTING ON THE COPIER	SETTING ON THE COPIER	SETTING ON THE COPIER
63	The finisher support 2-hole punching in addition to 3-hole punching (Segment 4a, 4b, 5 and 6 units only)	NO	YES	YES	YES	YES
64	The finisher offer subset stapling	NO	YES	YES	YES	YES
65	The item numbers and brand names for mailing labels and transparencies that are compatible with units	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide
66	The units are able to run the transparency film and mailing labels from all paper sources (drawers plus bypass), or if the paper sources are restricted when running this stock,	NO	Labels can run through all trays, Transparency's will need to run through the Bypass only	Labels can run through all trays, Transparency's will need to run through the Bypass only	Labels can run through all trays, Transparency's will need to run through the Bypass only	Labels can run through all trays, Transparency's will need to run through the Bypass only

67	<p>The name and version level of the print, fax and scan driver utilities (as applicable) that will be provided to all workstation users to enable functional connectivity to each model in each Equipment Segment</p>	<p>PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL</p>	<p>PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL</p>	<p>PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL</p>	<p>PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL</p>	<p>PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL</p>	<p>PS 5.0.306 WHQL PCL 5.0.2.0 WHQL PS PPD 5.1.0</p>
68	<p>The name and version level of the device management utilities that is provided to each of the County Department's Information Technology (IT) staff members to monitor and control each model in each Equipment Segment</p>	<p>Konica Minolta PageScope Web Connection 6.0.11</p>	<p>Konica Minolta PageScope Web Connection 6.0.11</p>	<p>Konica Minolta PageScope Web Connection 6.0.11</p>	<p>Konica Minolta PageScope Web Connection 6.0.11</p>	<p>Konica Minolta PageScope Web Connection 6.0.11</p>	<p>Konica Minolta PageScope Web Connection 6.0.11</p>
	<p>The components or parts are considered user-replaceable for each model. Further, the approximate aggregate time</p>	<p>Toner</p>	<p>Toner, Staples & WASTE TONER BOTTLE</p>	<p>Toner, Staples & WASTE TONER BOTTLE</p>	<p>Toner, Staples & WASTE TONER BOTTLE</p>	<p>Toner, Staples & WASTE TONER BOTTLE</p>	<p>Toner, Staples & WASTE TONER BOTTLE</p>

69	involvement to replace these components or parts per unit per month	FM AUDIT	FM AUDIT	FM AUDIT	FM AUDIT	FM AUDIT	FM AUDIT
70	Email notifications will be sent automatically to the designated COUNTY key operator and the CONTRACTOR's assigned technicians via desktop or mobile device when each of the units are out of paper, out of toner or otherwise require key operator attention	FM AUDIT	FM AUDIT	FM AUDIT	FM AUDIT	FM AUDIT	FM AUDIT
71	The number of monochrome and color impressions that will be billed if a user were to produce a 50-page letter-size duplex printed document containing five color pages (pages 1, 10,	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5 pages will be	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5 pages will be	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5 pages will be	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5 pages will be	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5 pages will be	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5 pages will be

	<p>11, 12 and 50)</p>	<p>charged for color. B&W machines 100% will be billed to the B&W meter</p>	<p>charged for color. B&W machines 100% will be billed to the B&W meter</p>	<p>charged for color. B&W machines 100% will be billed to the B&W meter</p>	<p>charged for color. B&W machines 100% will be billed to the B&W meter</p>	<p>charged for color. B&W machines 100% will be billed to the B&W meter</p>	<p>charged for color. B&W machines 100% will be billed to the B&W meter</p>
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B. COPIER/MFD DEVICE FUNCTIONALITY KONICA MINOLTA - COLOR

#	Segment	1	2	3	4	5	6
	Device Model	C3351	C258	C308-C368	C458-C658	C659-C759	C6100
1	NEMA plug configuration type	5-15R	5-15R	5-15R	5-15R	5-20R/808 6-20R/ 958	L6-30R
2	Brand and model of included power surge protector (line conditioner)	Next Gen PCS	Next Gen PCS	Next Gen PCS	Next Gen PCS	Next Gen PCS	Next Gen PCS
3	Power consumption (running)	C3351 1.2kWh	C258 1.2 kWh	C368 1.8 kWh C308 1.5 kWh	C458 2.5 kWh C558 3.2 kWh C658 4.0 kWh	C659 4.4kWh C759 5.1 kWh	5.76kWh
4	Power consumption (idle)	Less then	Less then 1.5 kWh	Less then 1.5 kWh	Less then 1.5kWh	Less then 2.1 kWh	1.8kWh
5	Power consumption (off)	0	0	0	0	0	0
6	Energy reduction Features	yes	yes	yes	yes	yes	Yes
7	Does the model offer full-bleed letter and ledger –size printing?	no	YES	YES	YES	YES	Yes
8	Reduction in printing speed vs. rated copy per-minute speed (percentage basis)	0	0	0	0	0	0
9	Material Safety Data Sheet (MSDS) included in RMC provided literature	Please see attached	Please see attached	Please see attached	Please see attached	Please see attached	Please see attached
10	Advance notice provided by the Copier/MFD before running out of toner	YES	YES	YES	YES	YES	YES

11	Primary functions (i.e., copying, printing, faxing [as applicable] and scanning) that are able to be performed simultaneously	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS	ALL FUNCTIONS	Everything but faxing
12	Print/copy jobs are not stored on the Copier/MFD's hard drive after printing	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT
13	Page Description Language (PDL) compatibilities, including version numbers, are included in CONTRACTOR's pricing.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
14	COUNTY's network and server operating system compatibilities, including version numbers, are included in CONTRACTOR's pricing	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
15	Which walk-up copying, faxing or scanning features, if any, are not available to workstation users via the unit's print, fax and scan drivers?	ALL available	ALL available	ALL available	ALL available	ALL available	ALL available	ALL available	ALL available	All available but faxing
16	The maximum Copier/MFD timeout period for walk-up users.	1 Hour	1 Hour	1 Hour	1 Hour	1 Hour	1 Hour	1 Hour	1 Hour	1 Hour
17	The Copier/MFDs can be configured to securely hold all print jobs at the device until released using a user assigned password number (Secure Printing)	YES, Standard feature. Advance Secure Print is available through PaperCut	YES, Standard feature. Advance Secure Print is available through PaperCut	YES, Standard feature. Advance Secure Print is available through PaperCut	YES, Standard feature. Advance Secure Print is available through PaperCut	YES, Standard feature. Advance Secure Print is available through PaperCut	YES, Standard feature. Advance Secure Print is available through PaperCut	YES, Standard feature. Advance Secure Print is available through PaperCut	YES, Standard feature. Advance Secure Print is available through PaperCut	YES, Standard feature. Advance Secure Print is available through PaperCut

18	The Copier/MFD print driver can be defaulted to require the use of the Secure Print function	YES	YES	YES	YES	YES	YES	YES	YES	YES
19	Amount of included RAM memory dedicated for the copier, fax (as applicable), scanner and printer functions	4GB	4GB	4GB	4GB	4GB	4GB	4GB	4GB	4GB
20	The maximum number of fax lines that each installed Copier/MFD can accommodate	2	4	4	4	4	4	4	4	0
21	Each of the installed model is set from the factory to default to copier functionality as the priority document imaging mode	YES	YES	YES	YES	YES	YES	YES	YES	YES
22	Each color-capable Copier/MFD will be set from the factory to default to monochrome functionality as the priority document imaging mode for both walk-up copy, scanning and print-driver users	YES	YES	YES	YES	YES	YES	YES	YES	YES
23	Monochrome-only print drivers can be made available for users of the color-capable Copier/MFDs. Although this functionality is available, vendor will eliminate from the drivers and the Copier/MFD touch screen panels any mention of a Color-Only copying/printing mode.	YES	YES	YES	YES	YES	YES	YES	YES	YES
	Two-sided one-pass scanning (i.e.,	YES	YES	YES	YES	YES	YES	YES	YES	YES

24	“simultaneous” or “perfect” scanning) capability included	YES	YES	YES	YES	YES	YES	YES	YES, with envelope fuser
25	Stack-feed bypass tray capable of feeding multiple #10 envelopes	YES	YES	YES	YES	YES	YES	YES	PAPERCUT
26	The model can print out the internal user/departmental tracking data	YES	YES	YES	YES	YES	YES	YES	PAPERCUT
27	The internal user/departmental tracking data can be transmitted electronically via an included copy/print tracking and billing solution to the CONTRACTOR	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT
28	Printing can be controlled and tracked via the copy/print tracking and billing solution provided by the CONTRACTOR	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT
29	Copy tracking data can be listed separately from print tracking data for each user or department being tracked by the copy/print tracking and billing solution	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT	PAPERCUT
30	The internal tracking codes can be submitted electronically to the copy/print tracking and billing solution on a prescribed day each month	YES	YES	YES	YES	YES	YES	YES	YES
31	User identification codes can be set up globally for all devices and/or on individual devices from a remote Location	PaperCut	PaperCut	PaperCut	PaperCut	PaperCut	PaperCut	PaperCut	PaperCut

32	A brief description of the most efficient method of installing device print, fax and scan driver software for each model on COUNTY workstations	Microsoft GPO Deployment	Microsoft GPO Deployment	Microsoft GPO Deployment	Microsoft GPO Deployment	Microsoft GPO Deployment	Microsoft GPO Deployment	Microsoft GPO Deployment
33	Banner sheets can be automatically programmed to be pulled from a different (color) paper source than for the print job itself	YES	YES	YES	YES	YES	YES	YES
34	Banner sheets between print jobs can be programmed with the network user's name and/or other identifier so jobs from multiple distant users can more easily be located in high-volume environments	Yes	YES	YES	YES	YES	YES	YES
35	The Copier/MFD model offers embedded Bates Stamping capabilities	STAMPS & WATERMAR KS	STAMPS & WATERMAR KS	STAMPS & WATERMAR KS	STAMPS & WATERMAR KS	STAMPS & WATERMAR KS	STAMPS & WATERMAR KS	STAMPS & WATERMAR KS
36	Printing/scanning to/from a USB thumb/flash drive is included on each of the models	YES	YES	YES	YES	YES	YES	NO
37	The scanning system for each Copier/MFD is configured to	YES	YES	YES	YES	YES	YES	YES

	support common network user authorization, Authentication schemes and common directory protocols such as LDAP and native active directory. The processes are the same as those required by the users' network login e.g., user name and password									
38	A user's name can be added to the "From" field for further verification of the sender	No	No	No	No	No	No	No	No	No
39	Each Copier/MFD need to be programmed manually (remotely or otherwise) to incorporate each authorized user's email addresses	YES – Standard Feature. Advance programming to the fleet can be performed with PaperCut	YES – Standard Feature. Advance programming to the fleet can be performed with PaperCut	YES – Standard Feature. Advance programming to the fleet can be performed with PaperCut	YES – Standard Feature. Advance programming to the fleet can be performed with PaperCut	YES – Standard Feature. Advance programming to the fleet can be performed with PaperCut	YES – Standard Feature. Advance programming to the fleet can be performed with PaperCut	YES – Standard Feature. Advance programming to the fleet can be performed with PaperCut	YES – Standard Feature. Advance programming to the fleet can be performed with PaperCut	YES – Standard Feature. Advance programming to the fleet can be performed with PaperCut
40	Each Copier/MFD allows scanned documents to be encrypted for security purposes.	YES	YES	YES	YES	YES	YES	YES	YES	YES
41	Users can choose a scan file format available (e.g. PDF, TIFF, and JPEG) at the device based on an application and preference.	YES	YES	YES	YES	YES	YES	YES	YES	YES

42	Users wishing to utilize the included scan-to-email function are authenticated	YES	YES	YES	YES	YES	YES	YES	YES
43	The device can create text-searchable PDF files from scanned originals providing greater access to documents archived in shared files, folders, or future Electronic Document Management Systems (EDMS) applications that the COUNTY may implement	No, Advance OCRing from the server level can be accomplished with PaperCut	YES, Advance OCRing from the server level can be accomplished with PaperCut	YES, Advance OCRing from the server level can be accomplished with PaperCut	YES, Advance OCRing from the server level can be accomplished with PaperCut	YES, Advance OCRing from the server level can be accomplished with PaperCut	YES, Advance OCRing from the server level can be accomplished with PaperCut	YES, Advance OCRing from the server level can be accomplished with PaperCut	YES, Advance OCRing from the server level can be accomplished with PaperCut
44	Multiple pages can be scanned and either emailed or stored without having to go back-and-forth between the device and the PC workstation between each page	YES	YES	YES	YES	YES	YES	YES	YES
45	The scanning solution includes OCR software with advanced desktop layout analysis for editing, archiving and sharing	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF	OCR Yes, Advance desktop software for analysis for editing, archiving can be accomplished with Nuance Power PDF

46	Walk-up Copier/MFD users have access to a full-size integrated QWERTY keyboard	NO	YES	YES	YES	YES	YES
47	Users can search for available network folders on the Copier/MFD screen to determine where to send scanned documents	NO	YES, Network List is available from the Panel display, For advance browsing & sub-folder navigation this can be accomplished with the optional KM SMB Connector	YES, Network List is available from the Panel display, For advance browsing & sub-folder navigation this can be accomplished with the optional KM SMB Connector	YES, Network List is available from the Panel display, For advance browsing & sub-folder navigation this can be accomplished with the optional KM SMB Connector	YES, Network List is available from the Panel display, For advance browsing & sub-folder navigation this can be accomplished with the optional KM SMB Connector	YES, Network List is available from the Panel display, For advance browsing & sub-folder navigation this can be accomplished with the optional KM SMB Connector
48	Color scanning capability is included on any of the monochrome models	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT
	The scanning system can support common network user authorization, Authentication schemes and common directory protocols such as LDAP. The processes are the same as those required by the users' network login	YES	YES	YES	YES	YES	YES

49	e.g., user name and password A user's name can be added to the "From" field for further verification of the sender	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
50	The device allows scanned documents to be encrypted for security purposes	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
51	The device allows for scanning to Electronic Document Management Systems (EDMS) or Enterprise Content Management (ECM)	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import	YES, by scanning to a secure network folder for EDMS Import
52	Users can scan to a Windows share location or to FTP (Internet transfer) on each Copier/MFD	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
53	The device can scan images into WYSIWIG web-based HTML files	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol	YES, Via WebDav Protocol
54	The device allows a user to attach Document Management Fields (e.g. date, name, file number) to the document file for filing/retrieval and unique identification (sometimes referred to as metadata); the metadata or indexing data can be automatically included in the scanning template workflow	This is not a standard feature but can be accomplished with optional software such as eCopy	This is not a standard feature but can be accomplished with optional software such as eCopy	This is not a standard feature but can be accomplished with optional software such as eCopy	This is not a standard feature but can be accomplished with optional software such as eCopy	This is not a standard feature but can be accomplished with optional software such as eCopy	This is not a standard feature but can be accomplished with optional software such as eCopy	This is not a standard feature but can be accomplished with optional software such as eCopy	This is not a standard feature but can be accomplished with optional software such as eCopy	This is not a standard feature but can be accomplished with optional software such as eCopy	This is not a standard feature but can be accomplished with optional software such as eCopy	This is not a standard feature but can be accomplished with optional software such as eCopy	This is not a standard feature but can be accomplished with optional software such as eCopy

		Embedded or Nuance Autostore	Embedded or Nuance Autostore	Embedded or Nuance Autostore	Embedded or Nuance Autostore	Embedded or Nuance Autostore	Embedded or Nuance Autostore	Embedded or Nuance Autostore
55	The maximum resolution of the scanned image	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi
56	Automatic de-speckling and de-skewing of the scanned image	YES	YES	YES	YES	YES	YES	YES
57	The color depth of the scanned image	8Bit	8Bit	8Bit	8Bit	8Bit	8Bit	8 Bit
58	The ability to scan to shared network folder	YES	YES	YES	YES	YES	YES	YES
59	The ability to scan to an email address	YES	YES	YES	YES	YES	YES	YES
60	Email notifications will be sent automatically to the designated facility key operator when units are out of paper, out of toner or otherwise require key operator attention	Standard feature from the machine and with FMAudit	Standard feature from the machine and with FMAudit	Standard feature from the machine and with FMAudit	Standard feature from the machine and with FMAudit	Standard feature from the machine and with FMAudit	Standard feature from the machine and with FMAudit	Standard feature from the machine and with FMAudit
61	The finisher for each Copier/MFD is internal or external to the device	NONE	BOTH	BOTH	BOTH	BOTH	BOTH	External
62	A brief description of how prints, faxes (as applicable) and copies will be separated on the finisher and/or exit trays of each Copier/MFD model	NONE	WITH MULTI TRAYS THROUGH THE SETTING ON THE COPIER	WITH MULTI TRAYS THROUGH THE SETTING ON THE COPIER	WITH MULTI TRAYS THROUGH THE SETTING ON THE COPIER	WITH MULTI TRAYS THROUGH THE SETTING ON THE COPIER	WITH MULTI TRAYS THROUGH THE SETTING ON THE COPIER	WITH MULTI TRAYS THROUGH THE SETTING ON THE COPIER
	The finisher support 2-hole punching in addition to 3-hole	NO	YES	YES	YES	YES	YES	YES

63	punching (Segment 4a, 4b, 5 and 6 units only)											
64	The finisher offer subset stapling	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	YES
65	The item numbers and brand names for mailing labels and transparencies that are compatible with units	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide	All Copier and Laser Rated Avery Labels, Please see attached Approved Media Guide
66	The units are able to run the transparency film and mailing labels from all paper sources (drawers plus bypass), or if the paper sources are restricted when running this stock,	Labels can run through all trays, Transparent y's will need to run through the Bypass only	Labels can run through all trays, Transparent y's will need to run through the Bypass only	Labels can run through all trays, Transparent y's will need to run through the Bypass only	Labels can run through all trays, Transparent y's will need to run through the Bypass only	Labels can run through all trays, Transparent y's will need to run through the Bypass only	Labels can run through all trays, Transparent y's will need to run through the Bypass only	Labels can run through all trays, Transparent y's will need to run through the Bypass only	Labels can run through all trays, Transparent y's will need to run through the Bypass only	Labels can run through all trays, Transparent y's will need to run through the Bypass only	Labels can run through all trays, Transparent y's will need to run through the Bypass only	Labels can run through all trays, Transparent y's will need to run through the Bypass only
67	The name and version level of the print, fax and scan driver utilities (as applicable) that will be provided to all workstation users to enable functional connectivity to each model in each Equipment Segment	PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL	PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL	PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL	PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL	PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL	PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL	PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL	PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL	PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL	PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL	PCL, PS, FAX share the same driver package version 11.1.2.0 WHQL
	The name and version level of the device management utilities that is provided to each of the County	Konica Minolta PageScope	Konica Minolta PageScope	Konica Minolta PageScope	Konica Minolta PageScope	Konica Minolta PageScope	Konica Minolta PageScope	Konica Minolta PageScope	Konica Minolta PageScope	Konica Minolta PageScope	Konica Minolta PageScope	Konica Minolta PageScope

68	Department's Information Technology (IT) staff members to monitor and control each model in each Equipment Segment	Web Connection 6.0.11	Web Connection 6.0.11	Web Connection 6.0.11	Web Connection 6.0.11	Web Connection 6.0.11	Web Connection 6.0.11
69	The components or parts are considered user-replaceable for each model. Further, the approximate aggregate time involvement to replace these components or parts per unit per month	Toner	Toner, Staples & WASTE TONER BOTTLE	Toner, Staples & WASTE TONER BOTTLE	Toner, Staples & WASTE TONER BOTTLE	Toner, Staples & WASTE TONER BOTTLE	Toner, Staples & WASTE TONER BOTTLE
70	Email notifications will be sent automatically to the designated COUNTY key operator and the CONTRACTOR's assigned technicians via desktop or mobile device when each of the units are out of paper, out of toner or otherwise require key operator attention	FM AUDIT	FM AUDIT	FM AUDIT	FM AUDIT	FM AUDIT	FM AUDIT
71	The number of monochrome and color impressions that will be billed if a user were to produce a 50-page letter-size duplex printed document containing five color pages (pages 1, 10, 11, 12 and 50)	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5 pages will be	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5	For Color Copiers a 50 pages duplex would be 100 total pages, 95 Pages of B&W would be billed and only 5

	pages will be charged for color.	pages will be charged for color.	pages will be charged for color.	charged for color.	pages will be charged for color.	pages will be charged for color.
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OTHER SPECIFICATIONS

a. Follow-Me Print Solution

PaperCut. The cost-per-copy rates charged by include three-year licensing for PaperCut, HID card readers at each Copier/MFD and professional support services. There is no additional cost for the County to use the Follow-Me Print Solution. The Contractor shall ensure that PaperCut enables authentication of users at each Copier/MFD equipped with card readers and a secure follow-me printing capability to reduce waste and improve user convenience.

The Contractor shall ensure that secure printing is available through one of the print queues pushed out to the various County workstations.

EXHIBIT C

IMPLEMENTATION PLAN FOR COPIERS/MFDs

A. INTRODUCTION AND SUMMARY

The purpose of this Implementation Plan is for the County and the Contractor to have a common understanding regarding the terms that will govern all procurement of Copiers/MFDs and associated software and services by County departments (the "Project"). The County's Copier/MFD fleet currently consists approximately seven hundred and twenty-five (725) units. The Project does not involve the refresh of the County's entire Copier/MFD fleet. Rather, as County departments' existing copier and multifunction device leases and rentals expire, the County will encourage departments to procure Copiers/MFDs and associated software and services under this Agreement. However, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement guarantees that departments will procure Copiers/MFDs and associated software and services under this Agreement, and does not guarantee any specific volume of procurement.

The Contractor shall own all Copiers/MFDs leased by the County under this Agreement.

B. SCOPE

The Contractor shall implement this Statement of Work for each purchase order issued under this Agreement to lease Copiers/MFDs and to procure associated software and services. Specifically, the contractor shall:

1. Plan and manage the deployment of Copiers/MFDs in accordance with instructions provided by individual departments as they lease Copiers/MFDs and procure associated software and services under this Agreement.
2. Install and implement software required for the utilization of Copiers/MFDs (PaperCut, FMAudit and other software components as applicable).
3. Assess all the County offices/ locations for Copier/MFD needs.
4. Configure and deliver Copiers/MFDs in accordance with scheduling and other requirements provided by County departments.
5. Provide technology showcases at certain County sites, as directed by the County, to display and promote the latest technology being implemented.
6. Assist the County with coordinating de-installation and removal of copiers and multifunction devices rented from other vendors.
7. Training County personnel on the proper use of Copiers/MFDs.

8. Coordinate with County departments to agree upon procedures for post-implementation support, billing, and reporting consistent with the requirements of this Agreement.

C. GENERAL OBLIGATIONS

The County and the Contractor have the following obligations:

1. The County is reliant on Contractor's resources, leadership, experience expertise, professionalism and methodology to ensure an expert and timely implementation of the Copiers/MFDs and related features/functionality such as PaperCut. Contractor is reliant on the County to reciprocate with resources, leadership, experience, expertise, professionalism and methodology that only the County possesses.
2. The Contractor shall provide assistance to the County's Department of Information Technology (DOIT) to setup and test the mutually agreed-upon IT architecture as well as the end-to-end functionality of the Copiers/MFDs at the time of implementation. The County will provide the Contractor with main point of contact for DOIT departmental contacts.
3. The Contractor shall provide support and training to County personnel, as requested by the County, to ensure that County personnel understand how to properly install and operate the Copiers/MFDs and the PaperCut software.
4. The Contractor and DOIT departmental contacts will mutually agree on the IT implementation plan that includes the tasks, schedule, responsible party, etc. to ensure a timely and successful overall implementation of Copiers/MFDs and the PaperCut software.
5. The Contractor acknowledges that all Copiers/MFDs devices will be networked.
6. The Contractor shall work with DOIT departmental contacts to install and support the PaperCut software. The Contractor shall ensure that implementation of PaperCut software is consistent with all County IT Policies, service levels, and business continuity needs that may require additional licenses.
7. The Contractor shall maintain a database of Copiers/MFDs deployed at County department locations. The database shall include the type of Copiers/MFDs deployed, the lease term of each, the address the Copier/MFD is located, the Contractor contact and the County contact for the Copier/MFD. The Contractor shall provide a copy of the database, in usable form, to the County's Purchasing Manager, and shall provide updates to the database each time a Copier/MFD is removed or added.
8. The Contractor shall provide department contacts designated by the County with an online "dashboard" view of all service and billing data applicable to the particular department. The Contractor shall provide the Purchasing Manager and DOIT personnel full access to an online

dashboard that identifies all service and billing data for all Copiers/MFDs at all County departments. The Contractor shall provide the Purchasing Manager and DOIT personnel summary reports of services provided for all Copiers/MFDs deployed at County departments.

9. County and its representatives will provide the following:
 - a. Availability of operational computer network environments when practical
 - b. Timely responses to requests by the Contractor.
 - c. County IT personnel to assist Contractor staff in implantation process

10. The Contractor shall :
 - a. Provide timely notice to County contacts regarding all needs and issues related to implementation.
 - b. Complete all required tasks as determined by the various assessments approved by each County department.
 - c. Verify that it has performed all required tasks.
 - d. Provide all Copiers/MFDs and associated software and services in accordance with the pricing schedules and all other terms of this Agreement.
 - e. Install FMAudit, a free software, in a server in each Department.
 - f. Timely resolve all problems that arise under this Agreement.
 - g. Provide the County monthly and quarterly reports of meter readings, uptime and downtime for each device, and invoices for each department.

EXHIBIT D

SERVICE AND SUPPORT LEVEL AGREEMENT (“SLA”) FOR COPIER/MFDs

1. Description of Services and Support

This Service and Support Level Agreement (“SLA”) covers the following service levels in relation to the Copier/MFDs and related maintenance, software, support and services during the term of this Agreement. All capitalized terms used not defined in Exhibit J or elsewhere in this Agreement shall have the respective meanings given to them in this Agreement.

2. Account Manager and Field Technicians

- a. CONTRACTOR shall provide one (1) Account Manager and six (6) factory-trained service technicians and extra technical resources dedicated to support all installed Copiers/MFDs to meet the service response time and uptime provisions of the Agreement, during the term of this Agreement and all purchase orders issued under this Agreement.
- b. The Contractor shall ensure that the Account Manager assigned to the County performs all of the following requirements:
 1. Daily response to inquiries on Copier/MFD Operations and acceptance of orders.
 - a. Being available for the County during County business hours, Monday through Friday, excluding County holidays.
 - b. Evaluate County department needs and make recommendations regarding equipment and accessory selection.
 - c. Serve as the man point of contact for the receipt of all orders, scheduling, installation and training services.
 2. Invoicing – Verify the accuracy of all invoices and will investigate any discrepancies. This includes, but is not limited to, resolving all invoice related issues directly with the County department accounts payable staff.
 3. Repairs – Contact the County department to ensure all repairs were performed in accordance with the requirements of this Agreement. This includes, but is not limited to, ongoing equipment uptime, service response time, and expediting the ordering of any parts which may have to be installed.
 4. Reports – Provide the monthly, quarterly, semi-annual, and special reports to the County Purchasing Manager, or designee, as required. The reports must include

- meter readings, uptime and downtime for each device, and invoices for each department.
5. Meter Reading – Ensure that meter readings are obtained on a regular basis and, therefore be responsible for the accuracy and verification of meter readings in accordance with the requirements of the Agreement.
 6. Replacement Equipment – Coordinate the installation of replacement equipment, either temporary or permanent, in accordance with purchase orders issued under this Agreement. The Contractor shall ensure that all equipment delivered to the County is new and not refurbished.
 7. General Correspondence – Be the primary point of contact for all correspondence between the Contractor and the County’s Purchasing Manager, or designees, and County department contacts.
 8. Attend meetings at times designated by the County Purchasing Manager, or designee, or requested by County departments.
- c. The Contractor shall assign eight (8) factory-trained service technicians and extra technical resource to the County. The Contractor shall ensure that the service technicians effectively and promptly provide reliable customer service related to Copiers/MFDs, in accordance with the requirements of this Agreement. The Contractor shall require its service technicians and other employees to strictly adhere to all County regulations while on the premises of any County facility, including but not limited to regulations governing access to buildings, personal conduct, and prohibitions against smoking. The Contractor shall require its employees supporting the County to wear professional dress company logo shirts at all times when on County premises or at County facilities. The Contractor shall require its factory-trained technicians to do all of the following:
1. Serve as the first point of contact for any equipment-related issues and device malfunction notifications, and resolve all such notifications within four (4) business hours. For the purposes of this Agreement, a business hour is an hour of time between 8:00 a.m. and 5:00 p.m. on any day Monday through Friday, excepting only County holidays.
 2. Repair all Copiers/MFDs within eight (8) business hours. If a Copier/MFD cannot be fixed within that time period, the technician shall arrange to replace the Copier/MFD with another Copier/MFD that meets the same specifications.
 3. Coordinate the scheduling of all preventative maintenance and the scheduled replacement of supplies.
 4. Open service tickets routed from the County’s departments via phone, email or other means; and close all such tickets after service resolution is completed.

5. Train County departmental staff on ordering adequate level of supplies. If emergency orders are required, the account representative/technicians shall make best efforts to expedite the order and assure supplies arrive when needed.
 6. As authorized by DOIT personnel, install print drivers and troubleshoot print and scan related issues; and routinely interfacing with the County's DOIT personnel and Purchasing Division personnel regarding technical issues.
- d. If the number of Contractor's personnel are reduced because of death, permanent termination of employment, or extended illness, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualification subject to County approval. County, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall make interim arrangement to assure that the Contractor will continue to meet its obligations under this Agreement and under each purchase order issued under this Agreement.
 - e. The Contractor shall make every attempt to ensure that key Contractor personnel are not diverted from this Project without prior notice to the County. Key personnel are those individuals who are determined by County to be central to the management of the Project. In the event the Account Manager is re-assigned by the Contractor to a different account or is otherwise unavailable, the Contractor shall notify the County at least two (2) weeks in advance, and a replacement account manager with equivalent competence shall be appointed, subjected to the approval of the County.
 - f. The County reserves the right to require a change in a Contractor representative if assigned representatives are not, in the opinion of the County, meeting County's needs adequately.

3. Full Service Support; Additional Technician Support for the Various County Departmental Locations; All Service Calls to be placed via Toll-Free Number, Email or Online:

- a. The Contractor shall provide full service and maintenance support (as described in this Exhibit) related to all Copiers/MFDs installed at the County's various locations. In addition to the eight (8) assigned factory-trained technicians, sufficient numbers of additional factory-trained technicians will be dispatched to each County location to fulfill the response time and uptime provisions of this Exhibit, during the term of this Agreement and any extension.
- b. The Contractor's technical support personnel, as required, must be available to be dispatched to the County's locations between the regular working hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays ("Regular County Business Hours"). The County will provide the Contractor a list of County holidays each year during the term of this Agreement. To ensure access for support purposes, the Contractor

understands that different County departments, offices, and buildings may have unique operating hours, and the Contractor is responsible for obtaining this information from the department. The County shall not be responsible for any transportation cost or mileage reimbursement associated with maintenance, support required under this Agreement.

- c. The Contract shall route service calls from County departments directly through the Contractor's dispatch center via a toll-free service hotline staffed by live operators (no recordings except after hours) or via email. The service hotline shall be accessible to County personnel who require technical assistance on Copiers/MFDs installed by the Contractor under this Agreement. The Contractor shall ensure that its technicians do not, under any circumstances, give out cell phone or pager numbers to County personnel; all service calls must be logged and tracked via the Contractor's service dispatch system for reporting purposes.
- d. If the Contractor is required to respond to a call from a County department any time other than Regular County Business Hours, the CONTRACTOR shall charge \$150 per hour for labor only, excluding travel time; costs for parts and supplies are included in Exhibit E cost-per-impression pricing. The Contractor also shall provide all supplies required to produce images on the equipment under this Agreement, including toner and staples. In no instance shall the Contractor be permitted to replace defective or depleted parts and supplies with non-branded, refurbished, or remanufactured parts and supplies without prior written authorization of the County's departmental contact. The Contractor shall maintain an adequate supply of spare components per Section 10 of this Exhibit. All maintenance parts and labor cost shall be included in the all-inclusive cost-per-impression price which is set forth in Exhibit E.
- e. While servicing the Copiers/MFDs, the Contractor's technicians shall authenticate utilizing a unique authorization code used only by Contractor technicians. All copies and prints produced during each service call by the Contractor's technicians shall be itemized and credited to the appropriate County department on the subsequent quarterly invoice.
- f. Field technicians assigned to the County shall respond to outstanding service calls first and then to make the scheduled preventative maintenance customer service visits.

4. Preventative Maintenance

- a. It shall be the responsibility of the Contractor to perform preventive maintenance (PM) service for each Copier/MFD installed under the Agreement according to the PM schedule specified by the equipment manufacturer. At a minimum, the Contractor shall ensure that all Segment 1 through 6 units in Exhibit A have PM work performed at the published manufacturer PM volume interval during the term of the Agreement.
- b. Contractor shall schedule PM service with the designated County department contact in advance of a PM service visit so as to minimize disruption.

- c. Unless otherwise approved by the County in writing, County employees shall not be responsible for installing or replacing any equipment components with the exception of toner cartridges/bottles and staple cartridges.
- d. The Contractor shall proactively perform PM service on all installed Copiers/MFDs according to the PM schedule specified by the manufacturer.
- e. The Contractor's preventive maintenance (PM) schedule (in terms of copy/print count intervals, time period intervals, or both), including both mini-PM and full-PM schedules, for all Copier/MFDs are as follows:

Every model has its own PM cycle. The auto alert system will provide the notification to CONTRACTOR staff. The intervals are anywhere between 10,000 and 100,000 images. The time required to perform the PM service ranges from 1 hour to 2 hours.

- f. The Contractor's full time on-site technicians are not required to visit all Copier/MFD locations at each County department during these proactive customer service visits. However, during the proactive customer service visit, the technicians will, at minimum, verify with the County department's designated contact that all of the installed Copiers/MFDs are working in accordance with the specifications outlined in this Agreement. The Contractor's technician duties during these proactive customer service visits at each facility shall include, but are not limited to, the following items as deemed necessary by the County's department contact or Contractor's technician: training of operators; cleaning units externally and internally; verifying adequate levels of toner and staple supplies; installing preventive maintenance kits; and other duties that will ensure minimal unit downtime.
- g. The schedule of proactive customer service visits shall be mutually agreed upon by the County department contact and the Contractor and provided a minimum of six (6) full-time on-site technicians on a daily, weekly or monthly basis. At all times during the term of this Agreement, the County shall retain the right to amend, adjust, or suspend the proactive customer service visit rotational schedule for the full-time on-site technicians.

5. Network Support and Operator and User Training

- a. The Contractor shall provide complete Copier/MFD network interface support, user and operator training by a dedicated training specialist for all units in the Copier/MFD Category installed by the Contractor at no additional cost to the County.
- b. The Contractor shall provide County departments initial training on functioning equipment at each site within 48 hours of delivery and set up of the Copiers/FDs at that site. The Contractor shall ensure that this initial training includes:
 1. A detailed explanation of the features of the system installed;

2. Hands-on training of the Copier/MFD features, applications, and benefits;
 3. An opportunity for County staff to ask questions; and
 4. Providing summary user guides ("Quick Tip sheets"), user manuals showing basic user steps for copying, scanning, and printing, online user training modules, FAQs, and other appropriate materials for all Copiers/MFDs installed under this Agreement.
- c. The Contractor shall provide the County all training and related materials and manuals at no additional cost to the County.
- d. If requested by the County, the CONTRACTOR shall provide training to the County's DOIT personnel on technical components, network functionality, features and capabilities of the Copiers/MFDs being deployed. This training shall be provided at a location designated by the County, at no additional cost to the County.

6. Quarterly Uptime Performance and Definition of Uptime

- a. The Contractor shall ensure that each individual Copier/MFD in each Segment 1 through 6 installed and/or serviced under the Agreement shall attain at least a 98% quarterly uptime performance. At the County's discretion, any individual Copier/MFD in any Segment not meeting the 98% uptime requirement for two (2) consecutive quarters shall be replaced with a Copier/MFD of the same, equivalent substitute, or upgraded model. Any Copier/MFD installed to replace a Copier/MFD not meeting the uptime provisions of this Section 6 shall be substituted on all documentation for the original Copier/MFD and shall not carry any additional guaranteed per-unit minimum volume obligation beyond that of the original Copier/MFD.
- b. "Uptime" shall be defined as the number of hours, rounded to the nearest one-quarter hour that a given Copier/MFD is available to be used by an operator. Any number of hours, rounded to the nearest one quarter hour, that a Copier/MFD is not available to be used by an operator shall be counted as "downtime" hours, subject to the following provisions:
1. The Contractor shall track and quarterly report to each County department the downtime hours for Copiers/MFDs at that department, and those downtime hours shall be counted towards the uptime requirements where the downtime hours are attributable to any of the following circumstances: due to a failed part, until such time as the replacement part is installed and working properly; due to a specific capability (i.e., Duplexing, document feeding, or scanning, if so equipped) listed in the Agreement that is not functioning to the County's satisfaction; and due to copy/print quality that is unreadable or unacceptable for the County's purposes.
 2. Downtime hours shall be tracked and listed on the quarterly report required under this Section by Contractor but not counted towards the uptime requirements under the following circumstances: due to the response time allowance per service call or

email; due to the number of hours associated with performing preventive maintenance; and due to obvious and unanticipated customer negligence or abuse.

- c. CONTRACTOR shall calculate quarterly uptime per copier as follows: the total number of uptime hours per calendar quarter divided by average working hours per calendar quarter.
- d. A \$25 per-hour downtime credit shall be applied to each County Department's account for each hour or partial hour any individual Copier/MFD is operating at less than 98%% uptime. Downtime credits will appear automatically on the next quarterly invoice sent to each respective County department.

7. Service Response Time for Equipment

- a. Except for service calls from the Contra Costa Regional Medical Center, West County Health Center, and other County clinics, the Contractor shall ensure that each response to a service call for a Copier/MFD occurs within four (4) hours of when the County places the request for service. Copier/MFDs installed under this Agreement. The Contractor shall respond to service calls from the Contra Costa Regional Medical Center, West County Health Center, and other County clinics within two (2) hours of when the County places the request for service.
- b. "Service response time" shall be defined as the number of working hours it takes CONTRACTOR technician to begin actual work on the given machine from the time that the service call or email is placed by an authorized representative of the COUNTY. For example, a service call or email placed at 4 p.m. on a Wednesday afternoon would need to be physically responded to by 11 a.m. on Thursday morning. The full-time on-site technicians shall not give out cell phone or pager numbers to key operators, or otherwise bypass the dispatch and reporting system put in place by Contractor under this Agreement.
- c. In the event that repairs cannot be completed within eight (8) working hours (one business days) from the first service call is placed on a given Copier/MFD, equivalent loaner equipment shall be provided by the Contractor immediately and proactively (without official request by County staff) at no additional cost or penalty to the County.
- d. The Contractor shall ensure that all service call requests received by the Contractor via telephone and/or online are documented and included in a report that must be provided to the County's Contract Administrator on a monthly basis. That report shall list the name of the County department, the caller's name, date and time of call, problem, resolution, and date and time the resolution was communicated to the caller.

8. Equipment Testing

- a. In the event that a County department wants to test a particular Copier/MFD before making a decision and issuing a purchase order, the Contractor shall provide the department with a test/demo Copier/MFD for up to 30 days, at no cost to the County department and with no obligation of the County department to procure Copiers/MFDs and associated software and services.

9. Exclusive Utilization of OEM Parts, Supplies and Consumables for Copier/MFDs; Supplies and Consumables to be Available throughout Term of Contract

- a. At all times throughout the term of the Agreement, the Contractor shall exclusively utilize the manufacturer's officially approved OEM parts, supplies, and consumables in all Copiers/MFDs procured by the County under this Agreement. At no time shall non-OEM parts, supplies, and consumables be utilized in Copiers/MFDs. At all times, parts, supplies, and consumables as required in Section 10 of this Exhibit must be available from the Contractor for all Copiers/MFDs installed and/or serviced under the Agreement.
- b. The Contractor shall maintain its nearest parts and supplies warehouse to support the Copiers/MFDs procured under this Agreement at the following location:

Caltronics Business Systems
6160 Stoneridge Mall Road, Suite 270
Pleasanton, CA 94588

10. Stocking of Supplies and High-Mortality Parts at COUNTY Buildings; Supplies to be delivered by CONTRACTOR Personnel; Waste Toner Recycling

- a. The Contractor shall at all times under the Agreement provide each Copier/MFD location with sufficient supplies (including, but not limited to, such items as toner and staples) to last a minimum of thirty (30) days, based on the monthly average consumption rates of toner and staples by each device. Upon request by a County department, the Contractor shall provide additional reserve supplies. All reserve supplies shall be either hand-delivered by the Contractor's assigned personnel or shipped via pre-paid overnight freight service directly to each respective device location at no charge to the County.
- b. High-mortality consumable parts (including, but not limited to, fuser rollers, feed rollers, corona wires and drums) and other parts as required by the Contractor may be stored closer in a location mutually agreed to by both parties. The Contractor shall keep all supplies and parts stocked in a neat and orderly fashion, shall not store hazardous materials at any County location, and shall obey all local fire codes and all other safety regulations. The County shall not be responsible for any lost, stolen, or damaged items,

and loss, theft, or damage of supplies and parts shall not relieve the Contractor of any of its obligations under this Contract.

- c. The Contractor shall collect used toner bottles/cartridges from each Copier/MFD location and dispose of such bottles/cartridges in an environmentally responsible manner at no additional cost to the County.
- d. The Contractor shall maintain an inventory and delivery system of parts and consumable supplies in quantities sufficient to serve the requirements of the County..
- e. The Contractor shall implement a specific environmental sustainability program under this Agreement to ensure that the Copiers/MFDs installed are environmentally friendly with at least the following:
 - 1. Toner cartridges made of recyclable plastic;
 - 2. Copier/MFD exterior made of recycled plastic and also bio-based plastic;
 - 3. Copier sleep mode uses only 1 watt of electricity;
 - 4. All copier/MFD packaging that comes from the manufacturer is recycled;
 - 5. CONTRACTOR uses an electronics recycler to dispose all copiers at the end of life. There will be zero landfill;
 - 6. Copier/MFD manufacturer's plants are zero landfill.

11. Provision for Renewal Term Replacement Copier/MFDs

- a. The term for this lease/rent agreement shall be for Thirty-Six (36) months with the option of two (2) successive of one (1) year renewals at 30% discount, for a total term not to exceed five (5) years. The extension option of years 4 and 5 shall be at the sole discretion of the COUNTY. There shall be no charge to any COUNTY departments for the de-installation of existing Copier/MFDs or the installation of the renewal term replacement Copier/MFDs. Any renewal term replacement Copier/MFD must be of like speed and capability compared with the existing Copier/MFD or at the sole choice of the user department. At the inception of any renewal term period, CONTRACTOR shall provide a listing of all existing Copier/MFDs and will make recommendations for the renewal term replacement Copier/MFDs. COUNTY shall retain the right of acceptance and placement of the renewal term replacement devices.

12. Guaranteed Units and Volumes; Cost Summary and Compensation Plan

- a. Notwithstanding any Section of this Agreement, the County, at its sole discretion, may require the Contractor to change, without limitation, the unit quantities in aggregate and the unit quantities in each Segment listed in Exhibit A and Exhibit B during the term of this Agreement without additional cost or penalty.

- b. The Cost-per-page pricing for monochrome (black) and color copies/prints set forth in Exhibit E shall be identical for all County departments and for all installed equipment. The prices in Exhibit E shall not increase during the term of any purchase order issued in accordance with the terms of this Agreement.
- c. The Contractor acknowledges that the County does not guarantee any minimum or maximum volume of impressions per device or location during the entire term of this Agreement.
- d. The Contractor acknowledges that the County does not guarantee any volume of monochrome or color impressions.
- e. In the event that any Copier/MFD on Exhibit A is discontinued or upgraded, the County's Purchasing Manager may replace Exhibit A with a new Exhibit A. However, the discontinuation or upgrade of a Copier/MFD shall not result in any increase in price above the comparable Copier/MFD included in Exhibit A. Minimum mandatory hardware specifications must be met or exceeded with any replacement model(s).
- f. The Contractor shall not charge County departments any charge for Copiers/MFDs and associated software and services except for those charges specified in this Agreement.
- g. Purchases of alternative/ optional items that are not listed under Exhibit E will be priced based on acceptable intergovernmental purchasing programs like; U.S. Communities, NASPO and other coop programs, or pre-approved pricing structure.

13. Quarterly Billing in Arrears by County Department; Determining the Aggregate Quarterly Monochrome/Color Volume per County Department; Annual Monochrome and Color Volume Reconciliations on July 1st of Each Contract Year

- a. The Contractor shall invoice individual County departments for Copiers/MFDs and associated software and services procured by that department under a purchase order that incorporates this Agreement by reference. The Contractor's shall ensure that invoices reflect pricing in Exhibit E of this Agreement. The Contractor shall submit each invoice to the applicable County department. Prior to submitting any invoices under this Agreement the County's Purchasing Manager must approve the Contractor's invoice format that will be used to invoice County departments.
- b. Invoices shall include: Contractor's complete name and remit-to address, invoice date, invoice number, and payment term; the contract number; monochrome and color per-impression pricing per Exhibit E of this Agreement, model number and location of each Copier/MFD installed for that particular County department; actual copy and print volume and estimated monthly volume (from Exhibit A) of each Copier/MFD; any applicable taxes; and the total monthly cost.

- c. The quarterly billing statement, which shall be issued directly to each County department in arrears quarterly, will reflect a charge equal to the number of units in each respective segment multiplied by the monochrome volume (as listed in Exhibit A) for each Copier/MFD Segment, with that result multiplied by the contracted cost per-impression monochrome cost as listed on Exhibit E. Likewise, the quarterly billing statement for each County department shall reflect a charge equal to the number of units in each respective Segment multiplied by the color volume (as listed in Exhibit A) for each Copier/MFD Segment, with that result multiplied by the cost per-impression color cost as listed on Exhibit E.
- d. The Contractor acknowledges that all cost-per-page pricing covers all expenses associated with usage and maintenance of Copiers/MFDs, including but not limited to labor, parts, consumable supplies, and other services excluding paper.
- e. Cost-per-page charges will apply only to copies, prints and any physical impressions or output otherwise produced by the device.
- f. Cost-per-page will exclude scanned images and outgoing faxes.
- g. Letter (8½" x 11"), legal (8½" x 14") and all other page sizes except ledger (11" x 17") will count as only one "click". Ledger and duplexed documents will be chargeable as two clicks.
- h. The Contractor and the County shall make reasonable efforts to resolve all invoicing disputes with ten (10) business days.

14. Payment Terms

- a. Payment will be made quarterly in arrears. A County department that receives a quarterly billing statement shall pay all undisputed charges within thirty (30) days from date of invoice. If a dispute exists, the County department shall not be required to pay the disputed charges until the Contractor has resolved the dispute to the reasonable satisfaction of County department. After the disputed charges are substantiated, the County will make payment to the Contractor accordingly. If an invoice is disputed and is resolved in the County department's favor, the Contractor shall issue a corrected invoice to the County department. The Contractor shall not require the payment of any advance payments under this Agreement.
- b. The County expressly reserves the right to withhold payment until equipment/services have been rendered and an undisputed invoice has been received. Invoices shall be deemed submitted in proper form unless the County department notifies the Contractor to the contrary within 14 business days following the County department's receipt of the invoice. The Contractor shall not charge late payment charges. For any undisputed invoice, the Contractor shall notify the respective County department in writing within

twenty-four hours of a past due billing. The respective County department will endeavor to ensure payment is made within sixty (60) days after receipt of an accurate, undisputed billing from the Contractor. In addition, a discussion between the Contractor's representative and the respective County department representative concerning the reasons for the delinquent payment shall ensue.

- c. Payment of State, Federal and Property Taxes: the Contractor shall be solely responsible for paying all state, Federal and property taxes assessed on the compensation received under this Agreement.
- d. The County will be responsible for paying sales tax. The Contractor shall include applicable sales taxes on monthly, quarterly color invoices and/or annual reconciliation. The Contractor shall be responsible for remitting sales tax to the taxing entity.

At any extension of this Agreement, the same sale tax formula will apply on the-then monochrome supplies cost-per-impression and color cost-per-impression. The Contractor shall comply with Pub. 46, Leasing Tangible Personal Property, issued by Franchise Tax Board that lessor must collect the use tax from the lessee at the time rentals are paid by the lessee, give the lessee a receipt, and report and pay the tax to the Board of Equalization. However, optional charges, for example, equipment maintenance, warranty, assembly, reassembly, disassembly, etc., are not to be included in taxable rental receipts subject to tax when the lessee is not obligated under the lease contract to use services provided by the lessor.

15. Delivery and Installation / De-installation

- a. All Copiers/MFDs and related software, services, and supplies shall be delivered to a County site specified on the County's purchase order. Only those models specified in Exhibit A and listed in Exhibit E shall be installed by the Contractor, unless replacement models are made available, through contract amendment, during the term of this Agreement.
- b. Next Day Supply delivery: Orders placed by 3pm shall be delivered within two (2) business days. Orders County departments designate as emergency orders shall be received the next business day. The package will be identified by the Copier/MFD unique ID#, location and contact person.
- c. All shipments to the County shall be delivered as Free on Board (F.O.B.) destination-freight prepaid and allowed. Any shipments returned to the Contractor shall be Contractor pick-up or delivered as F.O.B. shipping point with pre-paid UPS labels and shipping boxes.

- d. All invoices, packing lists, packages, shipping notices, and other written documents shall contain the applicable Blanket Purchase Order (BPO) number. Packing lists shall be enclosed in each and every box or packages shipped pursuant to each BPO order.
- e. Risk of Loss: Regardless of the F.O.B point, Contractor shall bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release Contractor from any of its obligations under this Agreement.
- f. The Contractor shall inspect of each site prior to installing equipment under this Agreement for the purpose of ensuring the electrical service and floor space will accommodate the model of Copiers/MFDs to be installed. Unless requested by the County Purchasing Manager, the Contractor shall not engage in any form of marketing activities during this visit to modify the model or features of the Copier/MFD to be installed. If electrical service or network drop changes are required they will be the responsibility of the County.
- g. The Contractor shall perform complete installation of all Copiers/MFDs and verify operation of all Copiers/MFDs placed under this Agreement. The Contractor shall work with County department technical staff to ensure seamless printing and scanning functionality as per the technical requirements of this Agreement. The Contractor shall perform all standard installation, provide drivers and software/firmware needed for the County DOIT representatives to load to the network. The Contractor shall enter the County-supplied TCP/IP address, and other required configuration information, to connect to the local area network and other applications. The Copier/MFD system at this point must be fully ready for end users. The Contractor shall demonstrate a successful copy/print/scan from the equipment and desktop /laptop computer workstation.
- h. Upon completion of installation of a Copier/MFD, the Contractor shall provide training for designated County department staff at no additional cost to the County. This training shall include, but may not be limited to, providing a comprehensive operator training program for a primary operator, a back-up key operator and an operations demonstration for the causal users to be schedules at mutually agreed upon times following the Installation, and quarterly thereafter, if requested by the County department.
- i. The Contractor shall be solely responsible for any damage to County property, or the property of County employees, that occurs during Installation; and the Contractor shall repair and restore such damaged property to the satisfaction of the County or affected County employee.
- j. The Contractor shall ensure that its representatives wear proper identification while on site.

- k. The Contractor shall be responsible for de-Installing Copiers/MFDs and returning them to the leasing company (as applicable) with prepaid freight and insurance, at no charge to the COUNTY within fourteen (14) days following the expiration of this Agreement's initial or renewal term.
- l. Upon de-installation of all equipment from County departments at the end of the term of any purchase order issued under this Agreement, or at any other time, the Contractor shall ensure that all storage devices (e.g. hard drive and RAM memory modules) are wiped clean of all stored, scanned, faxed, copied or printed data and shall surrender all such storage devices to County DOIT personnel. The Contractor shall wipe clean all equipment prior to removal of equipment from a County department, or prior to the movement of equipment from one County department office to another office. Failure by the Contractor to comply with this Section shall constitute a material breach of this Agreement.

16. Equipment Requirements

- a. Unless otherwise approved by the County, all equipment will be 100-percent new, not previously used, and models in current production at time of installation. Contractor shall be the manufacturer or an authorized dealer of the equipment.
- b. All Copiers/MFDs offered and installed under this Agreement must meet the specifications of Exhibit A and B. Should a model of equipment originally installed under this Agreement become discontinued by the manufacturer during the term of this Agreement, the Contractor, with mutual Agreement of the County's Purchasing Manager, may substitute a like model when it is required by the County to add units or replace units. Such model(s) to be substituted must be equal or greater capability as the model to be replaced and must be offered at the same or less per-impression costs (as listed in Exhibit E) as the original model.
- c. Only Copier/MFDs being offered by the Contractor as of the inception date of a purchase order under this Agreement shall be "New" or "Newly Manufactured" models and used for the first time by the County. Copiers/MFD with a build status of either Rebuilt," "Used," "Reconditioned," "Remanufactured" or "Discontinued" shall not be installed.
- d. If additional or replacement equipment is required by the County, the Contractor shall install only new equipment. Regardless of when equipment is installed under the Agreement, all units must conform to the specifications set forth in Exhibit A and Exhibit B. At no time will the Contractor install analog equipment under the Agreement.
- e. The COUNTY reserves the right to inspect and approve all service histories on new Copiers/MFDs to be installed by the Contractor.

- f. The Contractor shall ensure that, with regard to all Copiers/MFDs installed, all network print drivers and device management utilizes installed under this Agreement must be fully compatible with the County's current network operating systems, and shall perform updates on an ongoing basis throughout the term of this Agreement as the COUNTY's network environment evolves, at no cost to the COUNTY.
- g. The County will provide server software in each County department to support all scanning by Copiers/MFDs installed under this Agreement.
- h. All Copier/MFDs to be installed shall have the following required scanning functions as more fully defined and described in the required CONTRACTOR responses under Exhibit A: Scan-to-email and scan to desktop.
- i. The Contractor shall also provide LDAP authentication functionality to enable each of the Copiers/MFDs to scan and send documents to any email address in any a County employee's address book. The Contractor will not be supplying any additional servers for scanning or printing. The Contractor shall ensure that the Copiers/MFDs have the ability to print/scan within the current County environment. If the COUNTY requests additional products, the Contractor shall provide these products at the same discount level under Exhibit E in this Agreement.
- j. An operator's manual shall be furnished with each Copier/MFD. Upon request, the Contractor shall furnish users with descriptive literature, technical data and service information for equipment.
- k. The Contractor shall, at all times, be responsible for collecting meter readings on the connected fleet of equipment installed.
- l. The Contractor shall guarantee its Copier/MFDs to be free from defects in material and workmanship, given normal use and care, during the course of this Agreement.

17. Adding, Deleting, Upgrading and Relocating Equipment

- a. During the contract term, incremental equipment and services may be added to this Agreement at the COUNTY's sole discretion.
- b. Adding units or services will not in any way renew or extend the term of this Agreement.
- c. The Contractor shall relocate Copiers/MFDs to another area of the same building or another County facility following initial installation at no additional cost. Upon relocation, the Contractor shall perform all obligations related to the installation for a Copier/MFD.

- d. Except as specifically stated in this Agreement, County personnel have no authority to order or direct any additions or changes to this Agreement. The Contractor must not provide any equipment, services or other items that would cause the County to incur additional costs beyond those stated in this Agreement, without prior approval of the County's Purchasing Manager. If any changes to this Agreement require the approval of County's Board of Supervisors, such changes shall not be effective until the Board has approved the changes. Failure by the Contractor to secure proper prior written authorization from the County for additional equipment, services or other items beyond those specifically stated in this Agreement shall constitute a waiver by Contractor of any claim for additional compensation related to such items, and the County shall have no obligation to provide such compensation.

18. Functionality Upgrade of Units, One-Time Flat Rate Upgrade Charges

- a. At its sole discretion, the COUNTY may require certain functional upgrades on various installed equipment from time to time during the course of this Agreement. Functionality upgrades may consist of, but not limited to: Hole-Punching for Segment 2 through 6 Copier/MFDs including Color Multifunctional Devices as applicable. Fax Boards (if applicable) for Segment 2 through 6 Copier/MFDs; and Saddle-Stitching for Segment 2 through 6 Copier/MFDs devices as applicable. The rate charge for such functionality upgrades, as listed in Exhibit E, shall be firm fixed for the duration of the contract term.
- b. Each Copier/MFD functional upgrade installed during any previous quarter will be billed as a separate one-time line item charge. Functionally upgrading units will not in any way renew or extend the term of this Agreement.

19. Substituting Models of Equipment That Become Discontinued

- a. Should a Copier/MFD model originally installed under this Agreement become discontinued by the manufacturer during the term of the Agreement, Contractor shall, with written approval of the County, substitute a like Copier/MFD when the Contractor is required by the County to add units or replace units to complete the current term.
- b. Such Copier/MFDs to be substituted must be of equal or greater capability as the Copier/MFD to be replaced and must be offered at the same cost per copy term charges. Contractor must communicate its intentions to the County regarding this Section prior of any substituted equipment.
- c. In the event a Copier/MFD is recalled due to manufacturer request, the Contractor shall replace the recalled Copier/MFD with a Copier/MFD that has substantially similar or greater capacity without extension of the current term of the applicable purchase order.

20. Responsibility for Collecting Meter and Departmental Code Readings County-wide; Copy/Print Tracking and Billing Solution Requirements

- a. The CONTRACTOR shall be responsible for collecting meter and departmental code readings from all connected installed equipment to fulfill Contractor's invoicing and quarterly reporting requirements. A print tracking and billing capture software solution must be provided to the County to meet the requirements of this Section. The software, FMAudit, shall meet all County data security requirements as set forth below in this Exhibit as well as Exhibit K.
- b. The Contractor shall have the responsibility for providing a print tracking and billing solution (FMAudit) to be hosted on various County servers. The print tracking and billing solution must meet minimum requirements as set forth below in this Section.
- c. The print tracking and billing solution must have the capacity for multiple platforms for collecting data, and periodically reporting/sending data securely to the Contractor hosted server.
- d. All connected installed Copiers/MFDs will send usage and other data to the copy/print tracking and billing solution and, in turn, this usage and other data securely to the hosted server.
- e. All connected Copiers/MFDs will have the capability to communicate with the solution and for new installations they will be preconfigured for this communication prior to installation.
- f. The print tracking and billing solution will be able to receive threshold alerts from all network and/or desktop printers as a preventative measure as well as alerts in case of a failure or needing other attention (e.g., low on toner, misfeed).
- g. The software will be able to send alert information to authorized individuals designated for each County Department.
- h. The Contractor must provide a copy/print tracking and billing solution that is automated with low management overhead. The County does not need to provide the Contractor with any software solution.
- i. The copy/print tracking and billing solution must be secure when transmitting, when at rest and when communicating to all external sources.
- j. The implementation of the centralized copy/print tracking and billing solution will be accomplished at the time of Copier/MFD device roll out.

- k. All Copiers/MFDs and the centralized copy/print tracking and billing solution must adhere to FISMA, HIPAA, PCI, CJIS, IRS 1075 standards and regulations.
- l. All Copiers/MFDs will be scanned via PaperCut monthly to verify and validate configurations.
- m. All copy/print tracking and billing solution requirements will be configured prior to County acceptance of the solution.
- n. A web portal to the copy/print tracking and billing solution will be provided to allow each County Department to view their current/historical billing and service histories.

21. Copy/Print Tracking and Billing Solution Requirements; Responsibility for Collecting Meter and Department Code Readings County-wide; Quarterly Equipment Performance and Meter Code Reports

- a. The Contractor shall provide the County with a Quarterly Equipment Performance and Meter/Departmental Code Report. All meter and departmental code readings provided under this Section must exactly match the number of impressions reconciled to each County Department on July 1st of each calendar year of this Agreement.
- b. Meter and departmental code readings shall include the total copy/print volume as well as the per departmental code copy/print volumes for each device in each Segment/Product Category.
- c. Estimated meter readings are not permissible under the Agreement.
- d. All meter and departmental code copy/print volume data provided to the County must be sorted by departmental general ledger code or similar identification code.
- e. The formatting of the Quarterly Equipment Performance and Meter/Departmental Code Report will be accomplished according to the needs of the County's Purchasing Manager, however, the Quarterly Equipment Performance and Meter/Departmental Code Report shall indicate at minimum the following information during the period for each unit in each Segment/Product Category.
 - 1. Device identification number (if applicable);
 - 2. Room number, site and/or department name and departmental code number;
 - 3. Applicable academic/departmental general ledger code/cost center (provided by the County);
 - 4. Total number of billable monochrome and color copies and prints;
 - 5. Total number of copies for the device by departmental code, number of prints for the device by departmental code, number of emergency service calls, number of

- preventive maintenance calls performed, actual response time for each required service call, total uptime hours; and
6. The resulting Copier/MFD uptime percentage for the quarter.
 - f. The Quarterly Equipment Performance and Meter/Departmental Code Report will be sent to the Purchasing Manager and one or more designees of each County department that may be named during the term of a purchase order issued under this Agreement, by the tenth day of each succeeding month following the close of each quarterly period during the term purchase orders issued under this Agreement.
 - g. Authorized representatives of each County department will be able to access on-line billing and service records on all Copiers/MFDs in the given department's fleet.

22. Remote Monitoring of Devices

- a. The Contractor shall ensure that the remote monitoring software solution provided by the Contractor offers centralized Copier/MFD management and monitoring, and the software must, at minimum, possess the following attributes:
 1. Locate Copier/MFDs that have errors and identify problems, enabling DOIT to take the appropriate actions to remedy the situation;
 2. Provide alerts via email notifications when a Copier/MFD needs attention;
 3. Remotely monitor toner and paper-in-tray status;
 4. Group multiple Copiers/MFDs with similar setups together for easy upgrades of all devices in the group;
 5. Contain the ability to view inventory and manage the network and/or desktop printer environment from a web browser;
 6. Include a database to capture audit logs and track all network and/or desktop printer events, alerts and changes;
 7. Provide for scheduled cleanup and backup tasks to ensure that stored data is relevant and storage resources are maximized;
 8. Enable Copier/MFD grouping based on environmental-specific requirements;
 9. Include a Windows-based graphic user interface design allowing for real-time copier/printer monitoring, preconfigured email alerts, and comprehensive default and customizable Copier/MFD status reports.

23. Networking Infrastructure; Driver and Management Utility Updates

1. All Copiers/MFDs shall be fully network compatible with the COUNTY's networking environment when installed and shall be compatible with Active Directory's printing management function.

2. The following County Operating Systems must be supported for printing on all installed Copier/MFDs: Windows XP Professional, Vista, Windows 7 and Windows 8, Redhat Linux and Mac OS 10.4 or higher.
3. Network interface cards must communicate over 10/100/1000 Base-Tx Ethernet lines running TCP/IP protocols. IP addresses shall be statically assigned and Device Names must be fully configurable via a secure password protected web-based interface.
4. All Copier/MFDs must also be compatible with the County's Exchange and Lotus Notes email servers. All Copier/MFDs must use County SMTP gateways to send email and must not send email directly from the devices.
5. Mobile printing from Apple, Windows and Android phones/tablets must also be supported on all Copier/MFDs. Near Field Communications (NFC) printing must also be supported on all Copier/MFDs.
6. The Contractor shall ensure that all Copier/MFD network print drivers and device management utilities installed under the Agreement are fully compatible with the County's current network operating systems, as described above and shall perform updates on an ongoing basis throughout the term of the Agreement as the County's network environment evolves, at no cost to the County. Furthermore, all Copier/MFD drivers shall be fully compatible with the County's Microsoft Active Directory environment.

24. Security Requirements; Adherence to IRS Publication 1075 and U.S. Department of Commerce Publication 800-88 Guidelines for Media Sanitation Mandatory; data Encryption and overwrite protections to be included; Data overwrite mandatory every 24 hours and expiration of Contract Term; Hard-Drive Removal at expiration of Contract Term according to the COUNTY's Standard Policy

1. The Contractor shall ensure that network security features are included and maintained on all Copier/MFDs provided by Contractor under this Agreement. The County DOIT reserves the right to conduct a thorough evaluation of all included network security elements prior at all times during the term of this Agreement. All Device services/ports not required to perform specific requirements of this Agreement must be closed prior to installation at any County facility.
2. At all times during the Agreement term, the Contractor shall ensure that all Copier/MFDs adhere to the IRS Publication 1075 and U.S. Department of Commerce Publication 800-88 Guidelines for Media Sanitation security specifications (please refer to <http://www.irs.gov/uac/IRS-Publication-1075-Media-Sanitation-Requirements-Explained>).

3. The Contractor shall ensure that all Copiers/MFDs come standard with job encryption to encrypt all jobs being written to the hard drive or non-volatile memory areas. This encryption must be accomplished securely via hardware/software using algorithms of published specification and recognized as secure by the U.S. Government Department of Defense Specification (please refer to http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf).
4. The Contractor shall provide a listing of the data elements to be transferred from the County IT environment to the Contractor, the planned schedule of transfers, and the technical requirements and infrastructure required to ensure that it is secured both during data transfer and when the data is at rest in Contractor's IT infrastructure.
5. In addition, after a job is processed and no longer required on the device, the job must be deleted and securely overwritten by random patterns meeting a government recognized standard for this type of activity. The hard drive and non-volatile memory user data areas must have an on-demand overwrite protection capability. This feature should allow for complete secure user data removal from the Copier/MFD on regularly scheduled intervals no longer than every 24 hours. The removal of this data should be accomplished with algorithms from a recognized government specification for this type of activity and should involve multiple data overwrites with random patterns. This activity should be available as user requirements demand. In addition, this procedure shall apply to all Copier/MFDs installed that have a hard drive and/or the capability of storing data locally and further shall apply during the repair, moving (including moving between County Departments) and prior to Device de-installation upon the expiration of the Agreement. If re-installing a Device's memory it shall be overwritten at no additional cost to the County.
6. Additional security/access features of the Copiers/MFDs installed at various County facilities must comply at all times during the term of this Agreement:
 - a. All Copiers/MFDs must be able to be remotely managed by an authorized administrator;
 - b. All Copiers/MFDs must be able to be locked down so configuration settings cannot be changed;
 - c. Physical hard drives must be encrypted and physically locked within the device;
 - d. Discretionary access control list to the device must be supported;
 - e. Able to support SSL / TLS (AES 256);
 - f. Able to support static IP addressing;
 - g. Capable of supporting secure fax lines;
 - h. Capable of supporting SNMPv3;
 - i. S/MIME for scan to Email capable;
 - j. The Copier/MFD must possess the latest WiFi security WPA2 and above;
 - k. Job log and access log feeds – threshold alerts as preventative measure;
 - l. Capable of remote monitoring from a central console;

- m. Hard drive encryption for local hard drive; Data Overwrite Security that is configurable by a system administrator to one or more of the following overwrite schedules: On demand image overwrite, immediate image overwrite, and/or scheduled image overwrite;
- n. Network authentication and authorization capable for access to scan, e-mail, and fax features (all access shall be on a per-user basis);
- o. Remote patching and updating capable;
- p. Document security function capable with PDF password encryption, locked print and unauthorized copy control;
- q. Secured embedded web server;
- r. Encrypted email attachments; and
- s. Firewall capable.
- t. Records shall be kept and provided to the COUNTY as requested demonstrating that these procedures are being followed. The COUNTY shall have the right to obtain these records at any time within ten (10) days after written notice.
- u. All job data sent from or to the Copier/MFDs must be encrypted. Thus, identify specifically the technologies utilized to enforce encryption at all times.
- v. The specific network security elements (i.e. Encryption type, secure printing, and hard drive cleaning every set number of hours) that are set forth in Exhibit L and Exhibit M are included in Exhibit E pricing.

25. Help Desk Support; Print and Scan Drivers/Controllers; Responsibility for Installation and Troubleshooting

- a. All pricing set forth in Exhibit E, covering Copiers/MFDs, includes the cost for Contractor to provide off-site help desk support to respond to calls from either designated key operators at each Copier/MFD location or County help desk personnel during normal working hours, as well as all necessary print/scan drivers and controllers, and all network administration utilities and updates. As new print/scan drivers are released by the manufacturer(s) of the installed equipment, Contractor shall proactively provide said drivers to the County DOIT via email or secure download.
- b. All pricing set forth in Exhibit E also include the cost for Contractor's professional services staff to provide the following specific duties:
 1. Setting up the Network Interface Cards (NIC) of all Copier/MFDs;
 2. Setting up print queues on the appropriate server;
 3. Installing all print drivers;
 4. Printing a test page from each device;
 5. Training local departmental IT personnel on how to load additional print drivers; and
 6. Training local departmental IT personnel on using the installed print drivers.
- c. Although Contractor is, at all times, ultimately responsible for installing, configuring, and troubleshooting all Copiers/MFDs on the County's network environment under the

Agreement, each County department's DOIT teams will assist and supervise Contractor in installing the equipment, device drivers, and utilities on the network. The Contractor shall provide sufficient resources to accomplish this network installation, if required and must be provided to the County DOIT and to the Information Technology groups within each County department.

- d. The Contractor shall, at all times, be responsible for remediating any discovered security vulnerabilities in all hardware and software solutions provided to the County within ninety (90) days of written notice by the County, or immediately if the County or the Contractor determines the vulnerability poses a high risk to the County.
- e. The Contractor shall provide comprehensive video and printed training media for each Copier/MFD installed.

26. Report

At no additional charge, the Contractor shall furnish inventory, usage, and service reporting to the County on a quarterly basis through electronic and/or on-line means. The report shall display monthly and quarterly totals. The Contractor also shall provide the County, for its optional use, any available software tools for fleet monitoring and management. The quarterly reporting shall provide information on each device and for the total fleet, including any of the following data items that the County may request:

- a. Make, model, serial number, location and IP address;
- b. Beginning and ending meter readings;
- c. Average number of impressions (copy/print/fax/scan) per month, quarter and calendar year;
- d. Volume by individual user/account codes;
- e. Actual billable impressions produced;
- f. Black and white, and color volume;
- g. Number of service calls;
- h. Number of impressions and mean time between machine failure;
- i. Average response and repair time;
- j. Percentage uptime/downtime;
- k. Log of performed maintenance and repair.

27. Other Contractor Responsibilities

- a. The Contractor shall assume responsibilities for delivery, installation, training, and maintenance of the units ordered during the term of the Agreement, regardless if subcontractors who manufacture and/or supply any components and/or software, Further, the County considers the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges for Deliverables and/or services provided under the Agreement and any issues regarding the

subcontractor(s), if any. The Contractor shall provide to the County monthly, quarterly and annual spend and usage reports, at no additional cost.

b. Personnel and Facility Access

1. All Contractor personnel assigned to the account shall comply the COUNTY policy of accessing COUNTY facilities;
2. All Contractor personnel who will access to County's health facilities shall comply with HIPAA Final Rule in 45 CFR 160 and 164; and
3. TB Test Requirement

All Contractor personnel who provide services to the Health Services Department are required to register under the Vendormate program in order to comply with state regulations. Information regarding this program may be found here: <https://registersupplier.ghx.com/reg/network/vendor/>, see Exhibit L.

- c. County's Purchasing Manager and Contractor representatives shall develop and mutually-agreed upon instructions for County department users, including invoice format, procedures on ordering, adding, relocating, and deleting equipment.

28. Assigned Team

- a. All personnel assigned to work on-site will be required to undergo a criminal history check.
- b. The following are the personnel assigned to the County:
 1. Guy Gray
Senior Account Manager
grayg@caltronics.net
925-964-3557
 2. Mark Demee
Branch Manager
demeem@caltronics.net
925-226-1277
 3. Kyle Harvey
VP Manager for East Bay Region
harveyk@caltronics.net
530-651-3782
 4. Mike Catapano
MPS Support Manager for Contra Costa County
catapanom@caltronics.net
916-717-4735
 5. Kevin Griffin
griffin@caltronics.net
916-275-3263

6. Eric Carlson
Field Service Supervisor
carlsone@caltronics.net
925-596-8028
7. Field Technicians for Contra Costa County
 - Rich Lowry – lowryr@caltronics.net
 - Edgar Ramirez – ramireze@caltronics.net
 - Mohammad Alcozai – alcozaim@caltronics.net
 - Hector Hernandez – hernandezh@caltronics.net
 - Brian Chan – chanb@caltronics.net
 - Lipfun Lee – leel@caltronics.net
8. Dispatch
 - Phone Number – 800-366-3345
 - Email Address – dispatch@caltronics.net
9. Chrissy Beratta
CSR Manager for Training for Contra Costa County
berattac@caltronics.net
408-592-1924

EXHIBIT E

PRICING SUMMARY FOR COPIER/MFD MODELS

A. COPIER/MFD KONICA MINOLTA – PRICING

Segment	PPM/ Speed	MFD Model	Device Monthly Lease Cost	Cost Per Copy Black & White	Cost Per Copy Color
1	15-20	Bizhub 28e (desktop B/W)	\$35.93	\$0.0055	N/A
2	21-30	Bizhub 308e (Copier B/W)	\$45.87	\$0.0055	N/A
2	21-30	Bizhub c258 (Copier Color)	\$68.83	\$0.0055	\$0.045
2	21-30	Bizhub c308 (Copier Color)	\$92.68	\$0.0055	\$0.045
3	31-40	Bizhub 368e (Copier B/W)	\$70.00	\$0.0055	N/A
3	31-40	Bizhub c3351 (desktop Color)	\$60.44	\$0.0055	\$0.045
3	31-40	Bizhub c368 (Copier Color)	\$95.62	\$0.0055	\$0.045
4	41-69	Bizhub 4052 (desktop B/W)	\$33.18	\$0.0055	N/A
4	41-69	Bizhub 4752 (desktop B/W)	\$39.76	\$0.0055	N/A
4	41-69	Bizhub 458e (Copier B/W)	\$97.02	\$0.0055	N/A
4	41-69	Bizhub 558e (Copier B/W)	\$124.52	\$0.0055	N/A
4	41-69	Bizhub 658e (Copier B/W)	\$155.74	\$0.0055	N/A
4	41-69	Bizhub c458 (Copier Color)	\$126.84	\$0.0055	\$0.045
4	41-69	Bizhub c558 (Copier Color)	\$163.46	\$0.0055	\$0.045
4	41-69	Bizhub c658 (Copier Color)	\$179.83	\$0.0055	\$0.045

4	41-69	Bizhub c659 (Copier Color)	\$250.55	\$0.0055	\$0.045
5	70-90	Bizhub 808 (Copier B/W)	\$208.75	\$0.0055	N/A
5	70-90	Bizhub c759 (Copier Color)	\$263.72	\$0.0055	\$0.045
5	70-90	Bizhub 6120 (Copier B/W)	\$456.46	\$0.0055	N/A
5	70-90	Bizhub 6136 (Copier B/W)	\$651.29	\$0.0055	N/A
6	90+	Bizhub 958 (Copier B/W)	\$237.22	\$0.0055	N/A

B. LIST OF ADDITIONAL OPTIONS/FEATURES – B&W

Item	Accessories	Description	Monthly Cost
Seg. 1	PF-508	PF-508 Paper Cassette (500-sheet)	\$7.07
Seg. 1	SCD-26L	PAPER STORAGE CABINET - LARGE	\$3.58
Seg. 1	SCD-26S	PAPER STORAGE CABINET - SMALL	\$3.54
Seg. 1	JS-604	JS-604 External Job Separator	\$3.14
Seg. 1	PS-505	PS-505 POSTSCRIPT 3 ENABLER	\$3.60
Seg. 1	BC-904	BARCODE PRINTING/OCR ENABLER	\$4.96
Seg. 1	PS-506	POSTSCRIPT 3/BARCODE PRINTING/OCR ENABLER	\$8.59
Seg. 1	EM-905	EM-905 POSTSCRIPT MEMORY UPGRADE (1GB)	\$3.60
Seg. 1	SX4600WAN	SX-4600WAN WIRELESS LAN ADAPTOR	\$6.00
Seg. 1	ESP Power Filter	ESP Power Filter Next Gen PCS 120V/15A	\$4.64
Seg. 2	DF-704	DF-704 Dual Scan Document Feeder	\$18.02
Seg. 2	PC-415	PC-415 Large Capacity Cassette (2,500 sheets/Letter size only)	\$13.89
Seg. 2	PC-215	PC-215 2-way Paper Feed Cabinet (2 x 500-sheet universal tray)	\$13.89
Seg. 2	PC-115	PC-115 Paper Feed Cabinet (500-sheet universal tray + storage)	\$10.93
Seg. 2	DK-510	DK-510 Enhanced Copy Desk (Storage only)	\$3.18
Seg. 2	LU-302	LU-302 Large Capacity Unit (3,000 sheets/Letter size only)	\$29.30
Seg. 2	JS-506	JS-506 Job Separator	\$8.05
Seg. 2	FS-533	FS-533 Finisher (50-sheet inner staple finisher)	\$18.10
Seg. 2	FS-536	FS-536 Finisher (50 Sheets)	\$19.84
Seg. 2	FS-536SD	FS-536SD Finisher	\$36.61
Seg. 2	PK-520	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$6.09
Seg. 2	PK-519	PK-519 Punch Kit (2/3 hole - for FS-533)	\$9.19
Seg. 2	FK-514	FK-514 Fax Kit (Supports 1st & 2nd fax line - no mount kit required)	\$11.41
Seg. 2	LK-102	LK-102 v3 i-Option License Kit (Encrypted PDF, PDF/A, Linearized PDF)	\$13.92
Seg. 2	Ext. Keyboard	External Keyboard	\$3.70
Seg. 2	KH-102	KH-102 Keyboard Holder	\$1.51
Seg. 2	KP-101	KP-101 Keypad	\$1.51
Seg. 2	EK-608	EK-608 Local Interface Kit	\$3.42
Seg. 2	EK-609	EK-609 Local Interface Kit	\$4.93
Seg. 2	WT-506	WT-506 Working Table	\$1.72
Seg. 2	SC-508	SC-508 Security Kit (Copy Guard/Password Protect)	\$20.29

Seg. 2	AU-205H	AU-205H IC Card Reader	\$3.98
Seg. 2	MK-735	MK-735 Mount Kit (IC Card Internal Mount Kit)	\$1.19
Seg. 2	UK-212	UK-212 Upgrade Kit (Provides Wireless LAN)	\$6.00
Seg. 2	HD-524	HD-524 Hard Disk Mirroring	\$7.18
Seg. 2	Power Tamer	ESP Diagnostic Power Filter 120V/15A	\$4.10
Seg. 3	DF-704	DF-704 Dual Scan Document Feeder	\$18.02
Seg. 3	PC-415	PC-415 Large Capacity Cassette (2,500 sheets/Letter size only)	\$13.89
Seg. 3	PC-215	PC-215 2-way Paper Feed Cabinet (2 x 500-sheet universal tray)	\$13.89
Seg. 3	PC-115	PC-115 Paper Feed Cabinet (500-sheet universal tray + storage)	\$10.93
Seg. 3	DK-510	DK-510 Enhanced Copy Desk (Storage only)	\$3.18
Seg. 3	LU-302	LU-302 Large Capacity Unit (3,000 sheets/Letter size only)	\$29.30
Seg. 3	JS-506	JS-506 Job Separator	\$8.05
Seg. 3	FS-533	FS-533 Finisher (50-sheet inner staple finisher)	\$18.10
Seg. 3	FS-536	FS-536 Finisher (50 Sheets)	\$19.84
Seg. 3	FS-536SD	FS-536SD Finisher	\$36.61
Seg. 3	PK-520	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$6.09
Seg. 3	PK-519	PK-519 Punch Kit (2/3 hole - for FS-533)	\$9.19
Seg. 3	FK-514	FK-514 Fax Kit (Supports 1st & 2nd fax line - no mount kit required)	\$11.41
Seg. 3	LK-102	LK-102 v3 i-Option License Kit (Encrypted PDF, PDF/A, Linearized PDF)	\$13.92
Seg. 3	Ext. Keyboard	External Keyboard	\$3.70
Seg. 3	KH-102	KH-102 Keyboard Holder	\$1.51
Seg. 3	KP-101	KP-101 Keypad	\$1.51
Seg. 3	EK-608	EK-608 Local Interface Kit	\$3.42
Seg. 3	EK-609	EK-609 Local Interface Kit	\$4.93
Seg. 3	WT-506	WT-506 Working Table	\$1.72
Seg. 3	SC-508	SC-508 Security Kit (Copy Guard/Password Protect)	\$20.29
Seg. 3	AU-205H	AU-205H IC Card Reader	\$3.98
Seg. 3	MK-735	MK-735 Mount Kit (IC Card Internal Mount Kit)	\$1.19
Seg. 3	UK-212	UK-212 Upgrade Kit (Provides Wireless LAN)	\$6.00
Seg. 3	HD-524	HD-524 Hard Disk Mirroring	\$7.18
Seg. 3	Power Tamer	ESP Diagnostic Power Filter 120V/15A	\$4.10
Seg. 4	PF-P15	PF-P15 250 sheet tray	\$3.54
Seg. 4	PF-P16	PF-P16 550 sheet tray	\$3.98
Seg. 4	DK-P02	DK-P02 Copy Desk	\$4.37
Seg. 4	FS-P02	Finisher FS-P02	\$6.76
Seg. 4	FK-517	FK-517 Fax Kit	\$3.98

Seg. 4	LK-102 v3	LK-102 v3 i-Option License Kit (Encrypted PDF, PDF/A, Linearized PDF)	\$16.94
Seg. 4	LK-104	LK-104 v3 i-Option License Kit (Voice Guidance)	\$14.16
Seg. 4	LK-106	LK-106 I-OPTION Bar Code Font	\$10.37
Seg. 4	LK-107	LK-107 i-Option License Kit (Unicode Font)	\$13.70
Seg. 4	LK-108	LK-108 i-Option OCR Font	\$2.98
Seg. 4	LK-111	LK-111 i-Option License Kit (ThinPrint Client Support)	\$4.62
Seg. 4	KP-101	KP-101 Keypad	\$1.51
Seg. 4	AU-205H	AU-205H IC Card Reader	\$3.98
Seg. 4	ESP Power Filter	ESP Diagnostic Power Filter 120V/15A	\$4.10
Seg. 4	PC-415	PC-415 Large Capacity Cassette (2,500 sheets/Letter size only)	\$13.89
Seg. 4	PC-215	PC-215 2-way Paper Feed Cabinet (2 x 500-sheet universal tray)	\$13.89
Seg. 4	PC-115	PC-115 Paper Feed Cabinet (500-sheet universal tray + storage)	\$10.93
Seg. 4	DK-510	DK-510 Enhanced Copy Desk (Storage only)	\$3.18
Seg. 4	LU-302	LU-302 Large Capacity Unit (3,000 sheets/Letter size only)	\$29.30
Seg. 4	JS-506	JS-506 Job Separator	\$8.05
Seg. 4	FS-533	FS-533 Finisher (50-sheet inner staple finisher)	\$18.10
Seg. 4	FS-536	FS-536 Finisher (50 Sheets)	\$19.84
Seg. 4	FS-536SD	FS-536SD Finisher	\$36.61
Seg. 4	PK-520	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$6.09
Seg. 4	PK-519	PK-519 Punch Kit (2/3 hole - for FS-533)	\$9.19
Seg. 4	FK-514	FK-514 Fax Kit (Supports 1st & 2nd fax line - no mount kit required)	\$11.41
Seg. 4	LK-102	LK-102 v3 i-Option License Kit (Encrypted PDF, PDF/A, Linearized PDF)	\$13.92
Seg. 4	Ext. Keyboard	External Keyboard	\$3.70
Seg. 4	KH-102	KH-102 Keyboard Holder	\$1.51
Seg. 4	KP-101	KP-101 Keypad	\$1.51
Seg. 4	EK-608	EK-608 Local Interface Kit	\$3.42
Seg. 4	EK-609	EK-609 Local Interface Kit	\$4.93
Seg. 4	WT-506	WT-506 Working Table	\$1.72
Seg. 4	SC-508	SC-508 Security Kit (Copy Guard/Password Protect)	\$20.29
Seg. 4	AU-205H	AU-205H IC Card Reader	\$3.98
Seg. 4	MK-735	MK-735 Mount Kit (IC Card Internal Mount Kit)	\$1.19
Seg. 4	UK-212	UK-212 Upgrade Kit (Provides Wireless LAN)	\$6.00
Seg. 4	HD-524	HD-524 Hard Disk Mirroring	\$7.18
Seg. 4	Power Tamer	ESP Diagnostic Power Filter 120V/15A	\$4.10
Seg. 5	LU-303	LU-303 Large Capacity Tray	\$19.71

Seg. 5	FS-537	FS-537 Finisher (100 Sheets)	\$35.79
Seg. 5	FS-537SD	FS-537SD Finisher	\$56.27
Seg. 5	PK-523	PK-523 Punch Kit For Fs-537	\$9.46
Seg. 5	OT-508	OT-508 Output Tray	\$4.37
Seg. 5	JS-602	JS-602 Job Separator Tray	\$7.55
Seg. 5	PI-507	PI-507 Post Inserter For Fs-537	\$18.63
Seg. 5	FS-536	FS-536 Finisher (50 Sheets)	\$21.11
Seg. 5	FS-536SD	FS-536SD Finisher	\$37.88
Seg. 5	PK-520	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$6.09
Seg. 5	FK-516	FK-516 Fax Kit	\$12.57
Seg. 5	LK-102	LK-102 v3 i-Option License Kit (Encrypted PDF, PDF/A, Linearized PDF)	\$13.92
Seg. 5	AU-205H	AU-205H IC Card Reader	\$3.98
Seg. 5	MK-735	MK-735 Mount Kit (IC Card Internal Mount Kit)	\$1.19
Seg. 5	EK-611	EK-611 Local Interface Kit	\$4.93
Seg. 5	EK-610	EK-610 Local Interface Kit	\$3.42
Seg. 5	Ext Keyboard	External Keyboard	\$3.70
Seg. 5	KH-102	KH-102 Keyboard Holder	\$1.51
Seg. 5	KP-101	KP-101 Keypad	\$1.51
Seg. 5	WT-506	WT-506 Working Table	\$1.72
Seg. 5	WT-513	WT-513 Working Table (Upright Panel)	\$37.87
Seg. 5	SC-508	SC-508 Security Kit (Copy Guard/Password Protect)	\$20.29
Seg. 5	UK-501	UK-501 Double Feed Detection Kit	\$7.70
Seg. 5	Power Tamer	ESP Diagnostic Power Filter 120V/20A	\$4.27
Seg. 5	PP-701	PP-701 Pre-Printed Paper Feed Enhance Kit (For PF-701 and PF-702)	\$26.44
Seg. 5	PF-709	Paper Feeder PF-709	\$112.03
Seg. 5	PF-710	Paper Feeder PF-710	\$182.45
Seg. 5	FA-503	PFU Adjustment Kit FA-503	\$80.29
Seg. 5	HT-506	Dehumidifier Heater HT-506	\$34.59
Seg. 5	IQ-501	IQ-501 Intelligent Quality Optimizer	\$198.49
Seg. 5	VI-512	Video Interface Kit VI-512 (Required w/ IQ-501)	\$20.01
Seg. 5	OT-510	OT-510 Open Stacker (3000 sheet stacking)	\$65.40
Seg. 5	PI-502	PI-502 Multi-Post Inserter	\$12.68
Seg. 5	FD-503	FD-503 Multi Folding Unit	\$274.58
Seg. 5	LS-506	LS-506 Large Stacker Unit	\$352.07
Seg. 5	SD-506	SD-506 Saddle Stitch Unit	\$468.18
Seg. 5	SD-513	SD-513 Saddle Stitcher	\$258.03
Seg. 5	SD-513	SD-513/F Saddle Stitcher Front	\$229.02
Seg. 5	CR-101	CR-101 Creaser Unit	\$163.81
Seg. 5	FD-504	FD-504 Square Folding Unit	\$176.13

Seg. 5	TU-503	TU-503 Trimmer Unit	\$268.99
Seg. 5	GP-501	GP-501 GBC Punch Unit (punch dies sold separately)	\$272.47
Seg. 5	DS-501	DS-501 3 Hole Punch Die	\$22.85
Seg. 5	DS-502	DS-502 19 Hole Cerlox Punch Die	\$22.85
Seg. 5	DS-503	DS-503 32 Hole Wirebind Punch Die	\$22.85
Seg. 5	DS-504	DS-504 21 Hole Wirebind Punch Die	\$22.85
Seg. 5	DS-505	DS-505 44 Hole Color Coil Punch Die	\$22.85
Seg. 5	DS-506	DS-506 11 Hole Velobind Punch Die	\$22.85
Seg. 5	DS-507	DS-507 32 Hole Proclick Punch Die	\$22.85
Seg. 5	GP-502	GP-502 Ring Binder	\$793.32
Seg. 5	RB-101	RB-101 Binding Element for GP-502 - BLACK (1,000 pcs)	\$12.32
Seg. 5	RB-101	RB-101 Binding Element for GP-502 - CLEAR (1,000 pcs)	\$12.32
Seg. 5	RB-101	RB-101 Binding Element for GP-502 - WHITE (1,000 pcs)	\$12.32
Seg. 5	RB-101	RB-101 Binding Element for GP-502 - NAVY (1,000 pcs)	\$12.32
Seg. 5	PB-503	PB-503 Perfect Binder	\$736.98
Seg. 5	LC-501	LC-501 Additional Cart for LS-505	\$19.15
Seg. 5	RU-518	RU-518 RELAY UNIT w/BANNER OUTPUT TRAY\$150.88	\$150.88
Seg. 5	HM-103	HM-103 Humidification Unit for RU-518	\$179.51
Seg. 5	Envelo	Envelope Fuser EF-105	\$67.91
Seg. 5	FS-532	FS-532 100 Sheet Staple Finisher	\$109.00
Seg. 5	FS-532	FS-532 100 finisher with PK and SD	\$167.45
Seg. 5	SD-510	SD-510 Saddle Stitch Kit	\$44.61
Seg. 5	MK-732	MK-732 (mount kit for PI-502)	\$9.26
Seg. 5	PK-522	PK-522 Punch Kit	\$13.94
Seg. 5	RU-510	RU-510 Relay Unit	\$45.88
Seg. 5	GBC 3-	GBC 3-Hole DuraGlide HD Die Set	\$33.84
Seg. 5	GBC 19	GBC 19-Hole DuraGlide HD Die Set	\$67.91
Seg. 5	GBC 44	GBC 44 Oval Hole Die for GP-501	\$63.43
Seg. 5	Plockm	Plockmatic SD-350 Bookletmaker	\$369.30
Seg. 5	Plockm	Plockmatic 50 Sheet Upgrade Kit	\$261.72
Seg. 5	Plockm	Plockmatic Face Trimmer	\$218.62
Seg. 5	Plockm	Plockmatic BookFold (Square Folder)	\$209.38
Seg. 5	Plockm	Plockmatic Cover Feeder	\$78.52
Seg. 5	Plockm	Plockmatic RCT (Incl Interface Module)	\$662.01
Seg. 5	Plockm	Plockmatic High Capacity Belt Stacker	\$98.53
Seg. 5	Plockm	Plockmatic Trim Waste Conveyer for RCT	\$86.22
Seg. 5	MK-737	MK-737 Mount Kit for 3rd Party Options	\$24.66
Seg. 5	GBC PU	GBC PUNCH G2 (Requires at least one Die Set)	\$298.25
Seg. 5	DIE	DIE , Coil, Rnd 43/44H	\$21.82
Seg. 5	DIE, W	DIE, Wire 2:1, Rnd 32H	\$21.82
Seg. 5	DIE, W	DIE, Wire 3:1, Rnd 21H	\$21.82

Seg. 5	DIE, 3	DIE, 3 Hole, 8mm	\$20.71
Seg. 5	DIE, 3	DIE, 3/5/7 Hole, 8mm	\$20.71
Seg. 5	DIE, V	DIE, VeloBind, 11 Hole, Ltr	\$21.82
Seg. 5	DIE, C	DIE, CombBind 19H	\$19.05
Seg. 5	DIE, W	DIE, Wire 2:1, Sq	\$20.71
Seg. 5	DIE, W	DIE, Wire 3:1, Sq	\$20.71
Seg. 5	DIE, C	DIE, Coil, Oval 43/ 44H	\$48.33
Seg. 5	DIE, 2	DIE, 2/4 Hole, 8mm	\$20.71
Seg. 5	DIE	DIE , Coil, Rnd, 44/47H HD	\$62.14
Seg. 5	DIE, 3	DIE, 3 Hole, 8mm, HD	\$35.90
Seg. 5	DIE, C	DIE, CombBind, 19/21H HD	\$69.04
Seg. 5	Hard D	Hard Disk HD-523	\$25.85
Seg. 5	Remova	Removable HDD RH-101	\$59.97
Seg. 5	Upgrad	Upgrade Kit UK-217 (APPE Option)	\$11.38
Seg. 5	PATLIT	PATLITE STATUS LIGHT KIT FOR BIZHUB PRESS MODELS	\$7.90
Seg. 5	AU-205	AU-205H IC Card Reader	\$3.98
Seg. 5	ESP	ESP Diagnostic Power Filter 120V/15A	\$4.10
Seg. 6	LU-411	LU-411 Large Capacity Paper Feed Unit (letter size)	\$37.12
Seg. 6	LU-412	LU-412 Large Capacity Paper Feed Unit (12x18)	\$50.14
Seg. 6	MB-507	MB-507 Multi Bypass Tray Unit	\$81.13
Seg. 6	FS-532	FS-532 100 Sheet Staple Finishe	\$109.00
Seg. 6	FS-532	FS-532 100 finisher with PK and SD	\$167.45
Seg. 6	SD-510	SD-510 Saddle Stitch Kit	\$44.61
Seg. 6	PK-522	PK-522 Punch Kit	\$13.84
Seg. 6	ZU-608	ZU-608 Z-folding unit	\$104.18
Seg. 6	MK-732	MK-732 (mount kit for PI-502)	\$9.26
Seg. 6	PI-502	PI-502 Multi-Post Inserter	\$12.68
Seg. 6	OT-507	OT-507 Output Tray	\$15.67
Seg. 6	RU-518	RU-518 RELAY UNIT w/BANNER OUTPUT TRAY	\$150.88
Seg. 6	ESP	ESP Diagnostic Power Filter 120V/15A	\$4.10
Seg. 6	AU-205H	AU-205H IC Card Reader	\$3.98

C. LIST OF ADDITIONAL OPTIONS/FEATURES – COLOR

Item	Accessories	Description	Monthly Cost
Seg. 2, 3	DF-704	DF-704 Dual Scan Document Feeder	\$18.02
Seg. 2, 3	PC-410	PC-410 Large Capacity Cassette (2,500 sheets/Letter size only)	\$15.05
Seg. 2, 3	PC-210	PC-210 2-way Paper Feed Cabinet (2 x 500-sheet universal tray)	\$13.89
Seg. 2, 3	PC-110	PC-110 Paper Feed Cabinet (500-sheet universal tray + storage)	\$11.02
Seg. 2, 3	DK-510	DK-510 Enhanced Copy Desk (Storage only)	\$3.18
Seg. 2, 3	JS-506	JS-506 Job Separator	\$8.05
Seg. 2, 3	FS-534	Finisher FS-534 + RU-513	\$23.56
Seg. 2, 3	FS-533	FS-533 Finisher (50-sheet inner staple finisher)	\$18.10
Seg. 2, 3	PK-519	PK-519 Punch Kit (2/3 hole - for FS-533)	\$9.19
Seg. 2, 3	PK-520	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$6.09
Seg. 2, 3	FS-534SD	Finisher FS-534 with SD-511 + RU-513	\$56.69
Seg. 2, 3	FK-514	FK-514 Fax Kit (Supports 1st & 2nd fax line - no mount kit required)	\$11.41
Seg. 2, 3	SP-515	SP-501 Fax Stamp Unit	\$0.75
Seg. 2, 3	Spare TX	Spare TX Marker Stamp 2	\$0.45
Seg. 2, 3	Keyboard	External Keyboard	\$3.70
Seg. 2, 3	KH-102	KH-102 Keyboard Holder	\$1.51
Seg. 2, 3	KP-101	KP-101 Keypad	\$1.51
Seg. 2, 3	EK-608	EK-608 Local Interface Kit	\$3.42
Seg. 2, 3	EK-609	EK-609 Local Interface Kit	\$4.93
Seg. 2, 3	WT-506	WT-506 Working Table	\$1.72
Seg. 2, 3	AU-205H	AU-205H IC Card Reader	\$3.98
Seg. 2, 3	Power Filter	ESP POWER FILTER 120V/15A BASIC	\$3.84
Seg. 3	PF-P13	PF-P13 Paper Feed Unit	\$6.33
Seg. 3	DK-P03	DK-P03 Copy Desk	\$4.22
Seg. 3	FS-P03	FS-P03 Finisher	\$6.13
Seg. 3	FK-517	FK-517 Fax Kit	\$3.98
Seg. 3	KP-101	KP-101 Keypad	\$1.51
Seg. 3	ESP Power Filter	ESP Diagnostic Power Filter 120V/15A	\$4.10
Seg. 4	PC-415	PC-415 Large Capacity Cassette (2,500 sheets/Letter size only)	\$13.89
Seg. 4	PC-215	PC-215 2-way Paper Feed Cabinet (2 x 500-sheet universal tray)	\$13.89

Seg. 4	PC-115	PC-115 Paper Feed Cabinet (500-sheet universal tray + storage)	\$10.93
Seg. 4	DK-510	DK-510 Enhanced Copy Desk (Storage only)	\$3.18
Seg. 4	LU-302	LU-302 Large Capacity Unit (3,000 sheets/Letter size only)	\$29.30
Seg. 4	FS-537	FS-537 Finisher (100 Sheets)	\$35.79
Seg. 4	FS-537SD	FS-537SD Finisher	\$56.27
Seg. 4	PK-523	PK-523 Punch Kit For FS-537	\$9.46
Seg. 4	OT-506	OT-506 Output Tray	\$1.88
Seg. 4	FS-536	FS-536 Finisher (50 Sheets)	\$19.84
Seg. 4	FS-536SD	FS-536SD Finisher	\$36.61
Seg. 4	PK-520	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$6.09
Seg. 4	JS-506	JS-506 Job Separator	\$8.05
Seg. 4	FS-533	FS-533 Finisher (50-sheet inner staple finisher)	\$18.10
Seg. 4	PK-519	PK-519 Punch Kit (2/3 hole - for FS-533)	\$9.19
Seg. 4	FK-514	FK-514 Fax Kit (Supports 1st & 2nd fax line - no mount kit required)	\$11.41
Seg. 4	SP-501	SP-501 Fax Stamp Unit	\$0.75
Seg. 4	Spare TX	Spare TX Marker Stamp 2	\$0.45
Seg. 4	LK-102	LK-102 v3 i-Option License Kit (Encrypted PDF, PDF/A, Linearized PDF)	\$13.92
Seg. 4	AU-205H	AU-205H IC Card Reader	\$3.98
Seg. 4	MK-735	MK-735 Mount Kit (IC Card Internal Mount Kit)	\$1.19
Seg. 4	EK-608	EK-608 Local Interface Kit	\$3.42
Seg. 4	EK-609	EK-609 Local Interface Kit	\$4.93
Seg. 4	Ext. Keyboard	External Keyboard	\$3.70
Seg. 4	KH-102	KH-102 Keyboard Holder	\$1.51
Seg. 4	KP-101	KP-101 Keypad	\$1.51
Seg. 4	WT-506	WT-506 Working Table	\$1.72
Seg. 4	UK-212	UK-212 Upgrade Kit (Provides Wireless LAN)	\$6.00
Seg. 4	UK-501	UK-501 Double Feed Detection Kit	\$7.70
Seg. 4	Power Filter	ESP POWER FILTER 120V/15A BASIC	\$3.84
Seg. 5	LU-303	LU-303 Large Capacity Tray	\$19.71
Seg. 5	FS-537	FS-537 Finisher (100 Sheets)	\$35.79
Seg. 5	FS-537SD	FS-537SD Finisher	\$56.27
Seg. 5	PK-523	PK-523 Punch Kit For Fs-537	\$9.46
Seg. 5	OT-508	OT-508 Output Tray	\$4.37
Seg. 5	JS-602	JS-602 Job Separator Tray	\$7.55
Seg. 5	PI-507	PI-507 Post Inserter For Fs-537	\$18.63
Seg. 5	FS-536	FS-536 Finisher (50 Sheets)	\$21.11
Seg. 5	FS-536SD	FS-536SD Finisher	\$33.91
Seg. 5	PK-520	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$6.09

Seg. 5	MK-715	MK-715 Banner Paper Mount Kit	\$12.38
Seg. 5	FK-516	FK-516 Fax Kit	\$12.57
Seg. 5	SP-501	SP-501 Fax Stamp Unit	\$0.75
Seg. 5	Spare TX	Spare TX Marker Stamp 2	\$0.45
Seg. 5	LK-102	LK-102 v3 i-Option License Kit (Encrypted PDF, PDF/A, Linearized PDF)	\$13.92
Seg. 5	UK-501	UK-501 Double Feed Detection Kit	\$7.70
Seg. 5	AU-205H	AU-205H IC Card Reader	\$3.98
Seg. 5	MK-735	MK-735 Mount Kit (IC Card Internal Mount Kit)	\$1.19
Seg. 5	EK-610	EK-610 Local Interface Kit	\$3.42
Seg. 5	EK-611	EK-611 Local Interface Kit	\$4.93
Seg. 5	Ext Memory	External Keyboard	\$3.70
Seg. 5	KP-101	KP-101 Keypad	\$1.51
Seg. 5	KH-102	KH-102 Keyboard Holder	\$1.51
Seg. 5	WT-506	WT-506 Working Table	\$1.72
Seg. 5	Power Filter	ESP Diagnostic Power Filter 120V/20A	\$4.27
Seg. 5	PF-707	PF-707m Paper Feed Unit	\$118.89
Seg. 5	PF-711	PF-711 Paper Feed Unit with Document Feeder	\$212.88
Seg. 5	HT-506	HT-506 Heater Dehumidifier for PF-704/705/707/708	\$27.11
Seg. 5	FA-502	FA-502 PI-PFU Connection Kit	\$13.86
Seg. 5	LU-202XL	LU-202XLm BANNER PAPER FEED UNIT	\$92.37
Seg. 5	HT-515	HT-515 Dehumidifier Heater (For LU-202XLm connected to PF-707m)	\$30.24
Seg. 5	MB-508	MB-508 BANNER SHEET BYPASS UNIT	\$95.30
Seg. 5	MK-740	MK-740 Media Feeding Kit for Banner Printing	\$16.93
Seg. 5	IQ-501	IQ-501 Intelligent Quality Optimizer	\$198.49
Seg. 5	VI-511	VI-511 Video Interface Kit (required for IQ-501)	\$20.01
Seg. 5	HM-101	HM-101 Humidification Unit for RU-508/509/511	\$231.81
Seg. 5	RU-518	RU-518 RELAY UNIT w/BANNER OUTPUT TRAY	\$150.88
Seg. 5	HM-103	HM-103 Humidification Unit for RU-518	\$179.51
Seg. 5	OT-510	OT-510 Open Stacker (3000 sheet stacking)	\$65.40
Seg. 5	FS-532	FS-532 100 Sheet Staple Finisher	\$109.00
Seg. 5	FS-532+PK+SD	FS-532 100 finisher with PK and SD	\$167.45
Seg. 5	PK-522	PK-522 Punch Kit	\$13.84
Seg. 5	PI-502	PI-502 Multi-Post Inserter	\$12.68
Seg. 5	MK-732	MK-732 (mount kit for PI-502)	\$9.26
Seg. 5	SD-510	SD-510 Saddle Stitch Kit	\$44.61
Seg. 5	FD-503	FD-503 Multi Folding Unit	\$274.58
Seg. 5	SD-506	SD-506 Saddle Stitch Unit	\$468.18
Seg. 5	SD_513	SD-513 Saddle Stitcher	\$258.03
Seg. 5	SD-513/F	SD-513/F Saddle Stitcher Front	\$229.02
Seg. 5	CR-10	CR-101 Creaser Unit	\$163.81

Seg. 5	FD-504	FD-504 Square Folding Unit	\$176.13
Seg. 5	TU-503	TU-503 Trimmer Unit	\$268.99
Seg. 5	LS-506	LS-506 Large Stacker Unit	\$352.07
Seg. 5	PB-503	PB-503 Perfect Binder	\$736.98
Seg. 5	WT-512	WT-512 Working Table	\$9.79
Seg. 5	MK-737	MK-737 Mount Kit for 3rd Party Options	\$24.66
Seg. 5	DIE Combbind 19/21	DIE, CombBind, 19/21H HD	\$67.36
Seg. 5	EF-104	EF-104 Envelope Fuser	\$67.74
Seg. 5	Fuser Wagon	Fuser Loading Wagon	\$55.90
Seg. 5	UK-110	UK-110 Upgrade Kit (required with PF-711	\$76.98
Seg. 5	IC-604	IC-604 KM Image Controller	\$228.16
Seg. 5	IC-315	IC-315 Fiery Image Controller	\$913.88
Seg. 5	Fiery NX Station	FURNITURE for Fiery NX Station LS w 27in	\$110.85
Seg. 5	NX PRM HD	NX PRM HD 500GB+(X2)2TB HDD CARRIERS	\$94.53
Seg. 5	NX PRM 3 Bay	NX PRM 3-BAY CASE EXT HDD KIT	\$98.53
Seg. 5	IC-313	IC-313 EFI Server Type Image Controller	\$394.13
Seg. 5	Impose	Fiery Impose	\$56.88
Seg. 5	Compose	EFI Fiery Compose S/W License	\$25.65
Seg. 5	Impose- Compose	EFI Fiery Impose-Compose S/W License	\$68.39
Seg. 5	JobMaster	Fiery JobMaster (includes 1yr maintenance)	\$82.63
Seg. 5	Gappe	EFI Fiery Gappe(GA2)	\$155.23
Seg. 5	EFI HDD Secure	EFI HDD Security For PRO80	\$25.87
Seg. 5	FACI Kit	FACI/FURNITURE BUNDLE for IC-308 includes Stand, Keyboard, 22" Monitor	\$66.35
Seg. 5	EFI Opt Bundle	EFI Option Bundle for IC-308 - 22in FACI+CPS+Imp+JM+Gappe	\$294.93
Seg. 5	JobMaster Support	Fiery JobMaster Annual Support & Maintenance	\$20.10
Seg. 5	JobMaster Impose Support	Fiery JobMaster-Impose Annual Support & Maintenance	\$11.37
Seg. 5	VI-509	VI-509 Video Interface Kit	\$12.32
Seg. 5	IC-313 V2	IC-313 V1.0/V1.1 TO V2.0 UPGRADE KIT	\$30.48
Seg. 5	IC-315 V2	IC-315 V1.0/V1.1 TO V2.0 UPGRADE KIT	\$30.48
Seg. 5	IC-314	IC-314 Creo Image Controller	\$461.63
Seg. 5	Action Pack	Action Pack Option for Creo IC-309 and IC-309m	\$109.31
Seg. 5	Fast Pack	Fast Pack Option for Creo IC-309 and IC-309m	\$109.31
Seg. 5	Match Pack	Match Pack Option for Creo IC-309	\$109.31
Seg. 5	Preps Pack	Preps Pack Option for Creo IC-309 and IC-309m	\$50.28
Seg. 5	Trans Pack	Trans Pack Option for Creo IC-312 and IC-312m	\$345.63

Seg. 5	IC-314 V2	IC-314 V2.0 S/W MEDIA UPGRADE KIT	\$24.63
Seg. 5	Light Kit	PATLITE STATUS LIGHT KIT FOR BIZHUB PRESS MODELS	\$7.90
Seg. 5	AU-205H	AU-205H IC Card Reader	\$3.98
Seg. 5	Power Filter 30A	ESP POWER FILTER 240V/30A	\$24.62
Seg. 5	Power Filter 15A	ESP Diagnostic Power Filter 120V/15A	\$4.10
Seg. 5	APC UPS	APC Smart UPS 1500VA - Tower	\$18.47
Seg. 5	Color Care	Color Care 2 Suite Bundle with bizhub Press	\$35.79
Seg. 5	Color Care Curve	Color Care Curve Core Optional Too	\$34.19
Seg. 5	iPro 2 Spectro	i1Pro 2 SPECTROPHOTOMETER	\$30.79
Seg. 5	EFI Profile Kit	Fiery Color Profiler Suite V 4.0 with ES-2000 Spectrophotometer	\$82.07
Seg. 5	Profile Suite	EFI Color Profiler Suite V4.x Software Only	\$56.42
Seg. 5	SB Kit	SB Kit Fiery CPS Upgrade V3.X To V4.0	\$23.77
Seg. 5	ES-2000	ES-2000 Spectrophotometer	\$32.48
Seg. 5	EFI CPS V4xES-2000 3 yr	EFI CPS V4.X ES-2000 THREE YEARS SMSA	\$101.90
Seg. 5	EFI CPS V4xES-2000 5 yr	EFI CPS V4.X ES-2000 FIVE YEARS SMSA	\$123.78
Seg. 5	EFI CPS Software 3yr	FIERY CPS V4.x Software Only w 3 YR SMSA	\$84.49
Seg. 5	EFI CPS Software 5yr	FIERY CPS V4.x Software Only w 5 YR SMSA	\$109.34
Seg. 5	EFI CPS Support Addl Yr	CPS Support And Maintenance Contract, CPS V4.0, Addl Year	\$12.14

D. MISCELLANIOUR PRICING

- a. Delivery = \$0.00
- b. Relocation of device within the same facility or to another facility = \$0.00
- c. Card Reader = \$6.90 per month
- d. After hours phone support cost = \$150.00 per hour

E. EXTENDED TERMS. If the County issues a purchase order with a term that exceeds 36 months, or if the County extends the term of a purchase order beyond 36 months, the Contractor shall discount the Monthly Device Lease Cost shown in Tables A, B, C, and D, as follows

- a. A 30% discount for months 37 through 60 will apply.

F. SOFTWARE PRICING

EPIC Program – additional 20% cost for annual maintenance and support

Output Manager Device Licenses - Tiered	License Type	Monthly Lease Cost (per device)
1 - 9	Device License	\$33.37
10 - 24	Device License	\$27.70
25 - 49	Device License	\$24.03
50 - 99	Device License	\$21.03
100 - 499	Device License	\$16.68
500+	Device License	\$15.02

PaperCut Software tier pricing per user licenses:

Tier	Monthly cost per user
1 - 100	\$33.00 plus 20% for 1-year of maintenance and support
102 - 250	\$48.23 plus 20% for 1-year of maintenance and support
251 - 500	\$67.10 plus 20% for 1-year of maintenance and support
501 - 1000	\$104.66 plus 20% for 1-year of maintenance and support
1001 - 2500	\$217.50 plus 20% for 1-year of maintenance and support
2501 - 3000	\$255.10 plus 20% for 1-year of maintenance and support
3001 - 4000	\$330.30 plus 20% for 1-year of maintenance and support
4001 - 5000	\$405.50 plus 20% for 1-year of maintenance and support

PaperCut Software tier pricing per device:

Tier	Monthly cost per device
1 - 10	\$13.20 plus 20% for 1-year of maintenance and support
11 - 25	\$11.55 plus 20% for 1-year of maintenance and support
26 - 50	\$9.90 plus 20% for 1-year of maintenance and support
51 - 100	\$7.26 plus 20% for 1-year of maintenance and support

PaperCut Software installation cost: \$61.31 per day

EXHIBIT F

Software licensing definition

- I. Software licenses for all software ("Software") used in connection with the Copier/MFD leases and managed print services are attached hereto. Contractor shall be responsible for ensuring that the County, its officers, employees, and agents are either sublicensees, or are otherwise authorized users of, the Software.

- II. In addition to any indemnity provided by the owner of the Software, the Contractor, at its sole cost and expense, shall indemnify, defend, and hold County, its officers, employees, and agents, (collectively, "County Parties") harmless from any third-party claims alleging that the equipment, the Services, or the Software, or the use of the equipment, the Services, or the Software by County Parties under this Agreement, infringe on any patent, copyright, intellectual property right, or trademark (each a "Claim"). After receiving notice of a Claim, County will: (a) tender the Claim to the Contractor within 45 days after it receives said notice of the Claim; (b) provide the Contractor reasonable assistance to defend the Claim at the Contractor's sole cost and expense; (c) not unreasonably withhold its consent to any settlement of a Claim, provided that any such settlement does not require any payment of damages by the County and does not admit any liability on the County's behalf. Following receipt of a Claim from the County, the Contractor, at its discretion, shall either (a) procure for County parties the right to continue using the equipment, Software, and Services through the term of the Agreement and each purchase order issued under this agreement, at no additional cost to the County Parties, or (b) replace the equipment, Software, or Service with substantially similar equipment, Software, or Service so that it becomes non-infringing. The Contractor's requirements under this Section B shall survive the expiration or termination of this Agreement and each purchase order issued under this Agreement.

- III. Licenses for the following Software PaperCut and FMAudit are attached:

A. PaperCut End User License Agreement:

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END USER LICENSE AGREEMENT

1. AGREEMENT

This End User License Agreement is between PaperCut Software International Pty Ltd (ACN 124 440 400) of Level 1, 3 Prospect Hill Rd, Camberwell, Victoria, 3124, Australia (PaperCut), and:

- a. if there has been no charge for the license (an Evaluation License), the company or other entity that installed the Software for the purpose of the evaluation; or
- b. if there has been a charge for the license (a Production License), the company or other entity that applied for the Production License as set out in the Company Details tab on the Website.

2. DEFINITIONS

Affiliate means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, an entity. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Agreement means the terms and conditions in this End User License Agreement and the Support Policies, and, if this is a Production License any details in the Contract Details, as may be amended by a Variation.

Authorised Platform means servers, workstations, printers, multi-function devices and mobile devices that are owned, leased or controlled by You or Your Affiliates on which the Software is designed to be used.

Confidential Information means any non-trivial, non-public information, however recorded, preserved, disclosed or communicated (whether directly, indirectly, orally or by writing), disclosed by either party or its Representatives to the other party or its Representatives in connection with this agreement that is or, ought to have been, understood by the parties using reasonable business judgment, to be confidential. The Software and related documentation, License Keys and this agreement, including the terms, pricing and Fees payable, are agreed to be the Confidential Information of PaperCut.

Contract Details means the details of any transaction for a Production License that relate to the Software license, including the maximum number of Users (or other license metric that is applicable to the particular Software program), the Maintenance & Support service and applicable Fees and Taxes, that are advised to You and/or are selected, or entered, by You on the Website prior to You placing Your order for the Production License, or to which You have otherwise agreed in writing with PaperCut.

Discloser means the party that makes a disclosure of Confidential Information.

Effective Date means:

- a. for an Evaluation License, the first date of installation of the Software on any of Your Authorized Platforms; or
- b. for a Production License, the date outlined where the person clicked "I Agree" during the sign-on process.

Evaluation License means the right to use the Software in accordance with clause .1.

Expiration Date means the last day of the production license period you may use the software.

Fees means the amount payable for the relevant Software license, the Maintenance & Support service or other items acquired under the Agreement, as applicable, exclusive of Taxes.

Fixed Term means the period between the Effective Date and the Expiration Date.

Intellectual Property Rights means copyright, moral rights, trade mark, design rights, service marks, patent, semiconductor or circuit layout right, trade secrets, know-how, database rights or other rights in the nature of intellectual property rights (whether registered or unregistered), or any right to registration of such rights, existing anywhere in the world, or protected by statute from time to time, whether created before, on or after the Effective Date.

License Key means any form of license file, lock, password or other mechanism that may be used to control access to, or manage use of, the Software.

PaperCut Marks means all trademarks, service marks, logos or other words or symbols identifying the Software, Maintenance & Support service, PaperCut Customer Care service or PaperCut's business (whether owned by PaperCut or any PaperCut Affiliate), , and all trademarks, service marks, logos or other words or symbols

identifying any third party software that is licensed by the third party to PaperCut and integrated in the Software.

Maintenance & Support means the services described in clause 5.

Production License means the right to use the Software in accordance with clause 4.2.

Recipient means the party that receives a disclosure of Confidential Information.

Representatives means the employees, agents, contractors of a party, or those of any Affiliate, and the professional representatives of a party providing advice in relation to this Agreement, including the lawyers, bankers, auditors, accountants and insurers of a party.

Software means the object code version of PaperCut's software program made available to You, and any Updates and Upgrades that may be made available to You by PaperCut in its discretion, under this Agreement. The term Software does not include any beta, pre-release or other special release programs.

Support Policies means PaperCut's document that describes the policies, processes and scope of support services for the Software, as are posted on the Website under the heading 'Support'. The Support Policies may be updated by PaperCut in its discretion from time to time.

Taxes includes goods and services taxes or other sales taxes, duties, withholding taxes, levies, imposts or other charges or duties levied by any federal, state or local government which arise out of or in connection with the Software, Maintenance & Support service or this Agreement, and any interest, penalties or liabilities incurred on such amounts, but excludes taxes based on the net income of PaperCut.

Update means any bug fixes, patches or workarounds for the Software that have been produced primarily to overcome defects in the Software without significantly altering the functionality of the Software.

Upgrade means a version of the Software that has been produced primarily to extend, alter or improve the Software by providing additional functionality or performance enhancements (whether or not defects are also corrected). Upgrades do not include any software that is marketed by PaperCut as a different product. PaperCut shall determine in its discretion whether any software is an Upgrade or a different product. User means an identifier (individual's name or generic term such as "purchasing officer") that is listed as a user in the Software's database. Any User that is defined by a generic term may only be used by a single individual. All Users from You and/or Your

Affiliates who have identifiers listed as users in the Software's database are included in aggregate in the total number of Users.

Variation means any addition, deletion or substitution to any part of this Agreement that is made in accordance with this Agreement.

You (and Your) refer to the other party to this Agreement, being the entity that is the licensee of the Software.

Website means PaperCut's website from which You can acquire the Software, Maintenance & Support service, additional Software programs, add more Users or other license usage or extended Your Maintenance & Support service.

3. AGREEMENT AND LICENSE

3.1 In the case of an Evaluation License, the person that installs the Software and clicks "I Agree" during the installation process warrants to PaperCut that he/she has authority to enter into this Agreement on behalf the entity that is his/her employer.

3.2 In the case of a Production License, the person that clicked "I Agree" during the sign-on process warrants to PaperCut that he/she has authority to enter into this Agreement on behalf the entity that was entered into the Company Details tab on the Website during the sign-on process.

3.3 By using the Software You accept this Agreement as from the Effective Date, and acknowledge that You are bound by the terms and conditions of the Agreement

3.4 PaperCut may send a "proof of purchase" confirmation email or other document (Order Confirmation) after You acquire a Production License, summarizing the Contract Details. If You do not notify PaperCut in writing of any discrepancy in the Contract Details as set out in the Order Confirmation within 48 hours of receiving it, then you accept the Contract Details as set out in the Order Confirmation.

3.5 PaperCut will send a notification email to the nominated address confirming EULA acceptance. This notification will inform you that personal data is collected, stored and retained with PaperCut for the purpose of providing our software and service in accordance with our Privacy Policy.

Evaluation

- 3.6 If you requested a free-of-charge Evaluation License for the Software (via the Website or other means), then PaperCut will make the Software available for You to download from the Website, subject to Your acceptance of this Agreement. If You accept this Agreement then You acquire an Evaluation License, from the Effective Date until the license is terminated in accordance with clause.
- 3.7 There is no Fee payable for an Evaluation License.
- 3.8 PaperCut does not provide Maintenance & Support services for Evaluation Licenses, but may, in its discretion, provide assistance, advice and error correction services to support Your evaluation of the Software.
- 3.9 Evaluation License:
- a. terminates automatically after 40 days from the Effective Date, unless extended by agreement with PaperCut;
 - b. will be terminated if the Agreement terminates in accordance b. with clause 12.

Upgrading to a Production License

- 3.10 You may upgrade an Evaluation License to a Production License by completing and agreeing the Taxes. You may also order Maintenance & Support services at the same time. The Production License and any Maintenance & Support service will be provided on the terms and conditions of this Contract Details via the sign-on process on the Website and agreeing to pay the relevant Fees and Agreement. In the case of a Production License, PaperCut will provide You with a License Key to enable You to use the Software.

Production License

- 3.11 Where you acquire a Production License by agreeing to the Contract Details with PaperCut, including by completing the Contract Details in the sign-on process, then You acquire a license for the Software in accordance with clause 4.2 and the right to receive and install any Updates for that Software that may be issued by PaperCut from time to time. You must install Updates promptly, especially Updates that have been made available for security issues. There are no additional Fees for this right to receive Updates.

Limited Feature Validity of License

The Scan to Cloud feature will only be activated with the Production License during the Maintenance & Support period. When this period ceases, the Scan to Cloud service may be deactivated. The OCR Reader feature will only be activated with the Production License during the Maintenance & Support period. When this period ceases, the OCR Reader may be deactivated.

Maintenance & Support

3.12 Where You ordered Maintenance & Support services in the Contract Details, upon acceptance of your order, PaperCut will provide the Maintenance & Support services for 12 months from the Effective Date in accordance with clause 5.

Additional Licenses, Usage or Maintenance & Support.

3.13 If You wish to add more Software programs, add more Users or other license usage, or extended Your Maintenance & Support service – and such items are available from PaperCut at the time, You may order those items by completing and agreeing to the relevant Contract Details with PaperCut via the Website, and agreeing to pay PaperCut's then current Fees and Taxes for such items. Any such items will be provided on the terms and conditions of this Agreement.

3.14 If You do not extend Your Maintenance & Support service so that Maintenance & Support service is provided continuously, and subsequently wish to reinstate Maintenance & Support service, then You must back pay all the Maintenance & Support service fees outstanding prior to the Maintenance & Support service being reinstated.

Variations

3.15 Subject to clauses 3.9 and 3.12, this Agreement, or any part of it, may be varied by the parties agreeing to the Variation in writing (and the Variation will be binding when both parties have signed the Variation).

4. LICENSES

Evaluation License

4.1 From the Effective Date until the license is terminated in accordance with this Agreement PaperCut grants You a non-exclusive, non-transferable, limited use license solely to install and run the Software on one or more computers that are Authorized Platforms, so You and your Affiliates can evaluate the Software to determine whether to acquire a Production License. Under this Evaluation License You and Your Affiliates may use the Software for testing and evaluation in a production environment prior to the termination of the Evaluation License.

Production License

4.2 Subject to PaperCut's receipt of the applicable Fees and related Taxes in accordance with the Contract Details, PaperCut grants You a non-exclusive, non-transferable, indivisible, limited use license solely to install and run the

Software on one or more computers that are the Authorized Platforms, for use by You or Your Affiliates from the Effective Date until the license is terminated in accordance with this Agreement, for:

- a. up to the maximum number of Users or other license metric set out in the Contract Details, for Your internal business data processing/printing requirements in accordance with, and subject to any other limitation of use set out in, the Contract Details; and
- b. for testing, disaster recovery and backup (hot or cold), without b. additional Fees.
- c. For a Fixed Term Production License:
 - i. terminates automatically at the Expiration Date, unless extended by agreement with PaperCut;
 - ii. will be terminated if the Agreement terminates in accordance with clause 12.

Delivery and installation

4.3 PaperCut will make the Software available for download from the Website. If You specifically request, PaperCut will ship to You a physical copy of media with the software loaded on it, at additional cost. You are responsible for copying and installing the Software on the Authorized Platforms. You must follow any instructions provided by PaperCut when installing the Software. All Software is deemed to be accepted by You upon successful installation on the first Authorized Platform.

Prohibited Actions

4.4 Nothing in this Agreement permits You to:

- a. use the Software to provide any facility management or service bureau service, or for the benefit of any third party (other than an Affiliate);
- b. disclose the Software or any online or hardcopy documentation related to the Software to any third party (other than an Affiliate);
- c. adapt, translate, publish, communicate to the public, or create any derivative work or translation of the Software, unless expressly permitted by law;
- d. sub-license, lease, rent, loan, assign, novate or otherwise transfer the Software to any third party;
- e. reverse engineer, reverse compile, decompile or disassemble the object code of the Software or any part of the Software (or other underlying data), or otherwise attempt to derive the source code of the Software, except to the extent the permitted by law;
- f. use any part of the Software other than as an integrated part of the overall f. Software program;

- g. remove, alter or obscure any PaperCut Marks, or any proprietary or restricted use notice on the Software;
- h. allow the Software to become the subject of any charge, lien, encumbrance or security interest; or
- i. deal in any other manner with any or all of Your rights and obligations under this Agreement.

Compliance

- 4.5 You acknowledge and agree that the License Key may prevent, hinder or reduce availability of features where You are using the Software in excess of the usage rights that You have agreed to pay for.
- 4.6 During the period of this Agreement and for 2 years thereafter, You must permit PaperCut, or its nominee, to inspect and have access to the Software, the usage logs in the Software, and to any records kept in connection with this Agreement, for the purposes of ensuring that You (and Your Affiliates) are complying with the terms of this Agreement. If PaperCut requires access to Your offices (or those of Your Affiliates) in order to access the Software or the relevant records then:
 - a. PaperCut must provide reasonable advance a. notice to You;
 - b. any access must be during business hours or other times agreed by You;
 - c. PaperCut must use reasonable endeavors to minimize any disruption to Your business; and
 - d. if PaperCut uses a nominee to conduct the inspection, such nominee must not be a competitor to You and must sign a non-disclosure agreement with PaperCut that protects any information found during the inspection on terms that are no less protective than those terms that are included in clause 9 of this Agreement.

5. Maintenance & Support

- 5.1 This clause 5 applies during the period when You have acquired Maintenance & Support services for a Production License.
- 5.2 If and when PaperCut makes an Update or Upgrade generally available to customers with Maintenance & Support services for the Software, the Update or Upgrade will be made available to You at no additional charge. You must, at your own cost, download and install the Update or Upgrade within a reasonable period.
- 5.3 If You (or any of Your employees or employees of any of Your Affiliates) believe that there is a defect in the Software, those employees should report it to Your internal support desk personnel, and Your internal support desk personnel should report it to PaperCut's support email address 24/7, or call PaperCut's

support helpline during business hours. You must ensure that Your internal support desk personnel are technically competent and trained in the use of Software. They must use reasonable efforts to resolve the issue prior to contacting PaperCut for assistance.

5.4 PaperCut will use its best efforts to provide a remedy or a workaround for any defect in the Software that is reported to its support helpline in a timeframe that is reasonable, given the nature of the issue and the impact on Your business operations.

5.5 PaperCut shall have no obligation to provide Maintenance & Support services:

- a. for any Software which has not had any Update or Upgrade installed prior to the date that PaperCut has notified its customers as being the "end of life" date for that version. PaperCut shall provide its customers with at least 90 days' notice by posting notice on the Website of an "end of life" date for that particular version;
- b. to any adaptations, translations or derivative works made to the Software; or
- c. for any Evaluation License.

5.6 PaperCut shall have no obligation to provide Maintenance & Support services where faults arise from:

- a. misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by PaperCut), including failure or fluctuation of electrical power;
- b. failure to maintain the necessary environmental conditions for use b. of the Software;
- c. use of the Software in combination with any equipment or software other than Authorized Platforms;
- d. any breach of Your obligations under this Agreement;
- e. having the Software maintained by a third party; or
- f. user error.

5.7 If it is necessary for PaperCut to attend Your (or Your Affiliates') premises to provide Maintenance & Support services, or PaperCut determines that the work it performed in relation to a logged issue was caused by any of the items in clause 5.6, then You must pay for such work at PaperCut's then current Fees and charges as well as any expenses (and travel time) incurred by PaperCut in performing such work.

5.8 Maintenance & Support Plus – PaperCut offers extended support services beyond standard business hours based on the same terms of support at an additional cost to You.

6. FEES AND TAXES

6.1 PaperCut will provide You with the ability to download the Software from our Website as an Evaluation License for use in accordance with this Agreement without charge.

6.2 Where You agree on the Contract Details to pay the Fees, charges and Taxes for any Production License, Maintenance & Support, additional Software, additional Users or extended usage rights, further period of Maintenance & Support or other thing acquired under this Agreement by credit card (or other online payment mechanism supported by PaperCut) then you must complete the relevant details and authorizations stated on the Website. PaperCut will provide you with a tax invoice/receipt promptly following receipt of Your payment.

6.3 Where You agree on the Contract Details to pay the Fees, charges and Taxes for any Production License, Maintenance & Support, additional Software, additional Users or extended usage rights, further period of Maintenance & Support or other thing acquired under this Agreement following receipt of a tax invoice, PaperCut will provide You with a tax invoice for the Fees and Taxes at the start of the license or the supply of the service, and You must pay this tax invoice within 14 days of receipt.

6.4 You are solely responsible for ensuring that PaperCut receives the net amount of the Fees for any transaction under this Agreement. This means:

- a. You must pay any fee for receiving the Software on physical media;
- b. You must pay any fee associated with the use of a credit card (or other payment mechanism accepted by PaperCut);
- c. You must pay any fee associated with a bank charge c. or transfer fee;
- d. You must pay any fee incurred by PaperCut for any charge back or other payment failure, plus PaperCut's administration fee for dealing with a failed payment (other than where a refund of the Fees is required to be provided by law);
- e. You are responsible to pay all Taxes. All payments under the Agreement must be made free and clear and without deduction for any and all present and future Taxes. Payments due to PaperCut under the Agreement must be increased so that the amounts received by PaperCut, after provision for

Taxes and all Taxes on such increase, will be equal to the amounts required under the Agreement as if no Taxes were due on such payments.

- 6.5 You irrevocably authorize PaperCut to deduct from your credit card (or any debit card accepted by PaperCut) any amount due and payable under this Agreement without further reference to You.
- 6.6 You must pay a late charge for any failure to make any payment by the date required under the Agreement, calculated daily using a rate that is 4% over the Reserve Bank of Australia's Cash Rate, from the date that the payment first becomes overdue, to the date that the payment is received by PaperCut, both dates inclusive.
- 6.7 If any Fee, charge or Tax is not received by the required date, PaperCut may suspend Your access to the Software or suspend or cease providing services to You until the outstanding amounts (including applicable late charges, damages, costs and expenses) are paid. You do not have any claim for breach of contract or otherwise for any action taken by PaperCut under this clause.

7. TRADEMARKS

- 7.1 You acknowledge and agree that PaperCut is the owner and/or licensee of the PaperCut Marks. You do not acquire any right to use, or interest in, any of the PaperCut Marks. You must not at any time or in any way assert any ownership of, or any right in, the PaperCut Marks and You must not contest the right of PaperCut or any PaperCut Affiliate or any of their licensors to the use of any of the PaperCut Marks.
- 7.2 PaperCut will not use Your (or those of Your Affiliates) trademarks, logos or branding without your prior written consent. You give us consent to incorporate any trademark, logo or branding that You provide us into the Software in order to take advantage of the Software features that allow the use of customers' branding. PaperCut may disclose the fact that You (and Your Affiliates) are customers and the nature of Your (and Your Affiliates') use of the Software to third parties in private conversations and documentation, but PaperCut will not use Your name (or the names of Your Affiliates) in PaperCut's general marketing materials, websites, etc., without Your prior written consent.

8. PROPRIETARY RIGHTS

- 8.1 All Intellectual Property Rights created by any person that are adaptations, translations and derivative works in the Software or related documentation,

are and shall remain the exclusive property of PaperCut (and its licensors, if any) or shall vest in or be transferred to PaperCut immediately upon creation, as the case may be.

8.2 Except for the rights expressly granted by PaperCut to You under this Agreement:

- a. PaperCut and its licensors, if any, reserve all right, title and interest in and to the Software or related documentation and all Intellectual Property Rights in them;
- b. no right, title or ownership interest in or to the Software or related documentation whether by implication, estoppel or otherwise, is granted, assigned or transferred to You under or in connection with this Agreement.

8.3 You must not make any unauthorized copies of the whole or part of the Software or related documentation. You acknowledge and agree that the unauthorized disclosure, use or copying of the Software or related documentation may cause PaperCut serious financial loss that may not be adequately compensated by monetary damages. Accordingly, in the event of any unauthorized disclosure, use or copying of the Software or related documentation, You agree that PaperCut shall have the right to seek injunctive relief to stop such unauthorized disclosure, use or copying.

Third Party Proprietary Rights:

8.4 Third party software. The Software may include third party software from whom PaperCut has obtained a licensed right.

Licenses for Attributions to third party software and relevant license information are provided in the file THIRDPARTYLICENSEREADME.txt in the root folder of the Software installation.

9. CONFIDENTIAL INFORMATION

9.1 The Recipient must not use any of the Discloser's Confidential Information except in connection with the performance of its obligations specified in this Agreement.

9.2 The Recipient must not disclose the Discloser's Confidential Information to any third party without obtaining the Discloser's prior written consent, provided that the Recipient may disclose the Discloser's Confidential Information to:

- a. its employees, agents and contractors, and those of any of its Affiliates, who have entered into a written agreement with the Recipient that is no less protective of the Discloser's Confidential Information than this

Agreement provided those persons have a need to know such information for the purposes of this Agreement;

- b. to its lawyers, bankers, auditors, accountants and insurers, who have a need to know the information in order to provide professional advice to the Discloser relating to this Agreement.

9.3 You must ensure that each person who is issued with a License Key does not disclose their License Key to any other person.

9.4 The Recipient must use, and must ensure that any person to whom it is permitted by this Agreement to disclose the Discloser's Confidential Information to uses, the same measures to protect the Discloser's Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable measures.

9.5 The restrictions in this clause 9 shall not apply to information that:

- a. is independently developed by the Recipient without any access to the Confidential Information of the Discloser;
- b. becomes known to the Recipient without restriction, from a third party who, to the Recipient's knowledge, was not bound by a confidentiality agreement with the Discloser, or otherwise prohibited from disclosing the information to the Recipient, or had the right to disclose it;
- c. was available to the Recipient on a non-confidential basis prior to disclosure c. by the Discloser;
- d. was lawfully in the possession of the Recipient before the information was disclosed to it by the Discloser, and that was not subject to a confidentiality obligation;
- e. is or becomes part of the public domain through no act or omission of the Recipient;
- f. the parties agree in writing is not confidential or may be disclosed; or
- g. is required to be disclosed under an order or requirement of a court, administrative agency, or other governmental body (but only to the minimum extent required to comply), provided however, that Recipient shall provide prompt notice to Discloser of any potential disclosure and shall use its reasonable efforts to prevent disclosure of such information.

Privacy

9.6 The parties must:

- a. comply with the requirements of the any privacy law in the country in which the party is located and in any country to which the personal information is to be sent; and

- b. only use, manipulate, store and handle personal information for the purposes of meeting its obligations under this Agreement.

9.7 You warrant that:

- a. Each individual about whom PaperCut will obtain personal information from You as a result of this Agreement has agreed to the handling and processing of his or her personal information as outlined in our Privacy Policy;
- b. You have obtained the informed consent from each individual about whom PaperCut will obtain personal information from You as a result of this Agreement, including the individual's consent to transfer his or her personal data outside of his or her country of residence as outlined in our Privacy Policy; and
- c. PaperCut, its Representatives and their permitted successors, assignees and sub-licensees may use that individual's personal information in any manner that may be reasonably contemplated by this Agreement, including a transfer overseas for the purpose of providing support and error correction services, and as outlined in our Privacy Policy. Consent to use of data.

9.8 You agree that PaperCut may collect and use technical information – including but not limited to technical information about your system setup, license, and feature usage – that is gathered periodically to facilitate the provision of Software updates, product improvement, product support and other services to You. PaperCut may use this information to improve, provide, and develop our products, services and technologies. PaperCut will not disclose this information in a form that personally identifies you.

9.9 Obtaining Updates

- a. By clicking the "Check for updates" button, You authorize PaperCut to gather system, version and licensing information to facilitate the provision of software updates, product support, and other services to You (if any) related to the PaperCut software.
- b. You agree that our systems may from time to time automatically update the PaperCut Mobility Software that You have installed to a newer version. This may involve the automated collection of system information. You agree to receive these automatic updates without any additional notice.

10. LIMITATION OF LIABILITY

- 10.1 Except as set out in this Agreement, to the extent permitted by law, and subject to clause 10.2, PaperCut's total, cumulative liability to You (and Your Affiliates) for any claim whether it be for breach of contract (including under an indemnity), in tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the Software, the Maintenance & Support service, this Agreement or the relationship between the parties, shall be limited to:
- a. where the claim arises in connection with the Software, the total of all Fees paid by You for the Production License; or
 - b. where the claim arises in connection with the Maintenance & Support, the total of all Fees paid by You for the Maintenance & Support during the Maintenance & Support year in which the claim first arose; or
 - c. or any other c. claim, USD\$10,000
- 10.2 To the extent permitted by law, PaperCut will not be liable for any loss, damage or expense which is indirect, consequential, special or exemplary damages, nor for any lost profits, lost revenue, lost data or business interruption, even if PaperCut has been advised of, knows of, or should have known of the possibility of such loss, damage or expense.
- 10.3 You acknowledge and agree that owing to the nature of the Software, PaperCut does not represent or warrant that:
- a. access to the Software will be continuously available; or
 - b. the Software will be error free.
- 10.4 You act as agent for Your Affiliates in respect of this Agreement and are responsible to PaperCut for their acts and omissions.

11. INDEMNIFICATION

- 11.1 In addition to any rights You may have at law, PaperCut undertakes at its own expense to indemnify and defend You or, at PaperCut's option, settle any claim or action brought against You alleging that the use or possession of the Software in accordance with this Agreement infringes any Intellectual Property Right enforceable in the United States, Canada, United Kingdom, any country in the EU, Switzerland, Australia, New Zealand, China, Hong Kong, Singapore and Japan (an "Infringement Claim") and shall be responsible for any losses, damages, expenses or costs (including reasonable legal fees)

incurred by, or awarded against You as the result of, or in connection with, any such Infringement Claim, provided that:

- a. You promptly notify PaperCut of the Infringement Claim in writing, specifying the nature of the claim in reasonable detail and providing access to, and copies of, documents, software any other material, that are relevant to the Infringement Claim, as well as providing prompt access to any Representative who may be relevant to PaperCut's defense of Infringement Claim;
- b. You do not make any admission of liability, agreement or compromise in relation to the Infringement Claim without the prior written consent of PaperCut;
- c. You grant PaperCut the sole right to defend, negotiate and settle the Infringement Claim, at PaperCut's expense, or at PaperCut's option, PaperCut may permit You to defend the Infringement Claim in which case:
 - i. PaperCut will pay any costs associated with Your defense, and will provide security for such costs; and
 - ii. You must follow any reasonable request from PaperCut to avoid, dispute, defend and/or compromise the Infringement Claim;
- d. You provide PaperCut with reasonable assistance, at PaperCut's expense, to defend, negotiate and settle the Infringement Claim.

11.2 PaperCut will have no obligation under this clause 11 or otherwise with respect to any Infringement Claim based upon:

- a. any use of the Software not in accordance with this Agreement, or documentation provided by PaperCut;
- b. the combination, operation or use of the Software with any other product, equipment, business method, software or data;
- c. any modification of the Software by any person other than PaperCut or its authorized agents or subcontractors; or
- d. any use of the Software after PaperCut has provided You a new software version, patch or correction that would have overcome the infringement.

11.3 If any Infringement Claim is made, or in PaperCut's opinion is likely to be made, then PaperCut may (at its sole option and expense) either:

- a. procure for You the right to continue using the affected Software, or substantially similar software that does not substantially affect the functionality of the Software, in accordance with this Agreement;
- b. replace or modify the affected Software so that it becomes non-infringing but performs substantially the same functions; or

- c. if neither (a) or (b) is commercially reasonable, as determined in PaperCut's sole discretion, then PaperCut may terminate Your rights to use the affected Software and pay damages of up to an amount of the Fees paid for the license for the Software.

11.4 Subject to any rights that You may have under statute, this clause 11 states PaperCut's entire liability and Your sole and exclusive remedy for any claims related to any infringement of the Intellectual Property Rights in respect of the Software.

12. TERMINATION

12.1 PaperCut may immediately terminate this Agreement for cause by giving You written notice if You:

- a. breach any of the provisions of clauses 4, 6, 7.2, a. 8.3, 9 or 13.5;
- b. breach any other provision of the Agreement and You do not remedy it within 14 days of PaperCut providing You written notice of the breach;
- c. cease to carry on business, are unable to pay Your debts as they fall due, You enter into liquidation or have a controller, managing controller, liquidator or administrator appointed or suffer any similar event in any jurisdiction; or
- d. merge with, sell substantially all of Your assets, or You are subject to a change of control. A "change of control" shall be deemed to occur when an entity acquires fifty percent (50%) or more of Your voting shares or equity interest, or fifty percent (50%) or more of Your assets, in the event of a change of a majority of Your Board of Directors (or majority of the partners if a partnership), or if there is any other effective change of control.

12.2 You may immediately terminate this Agreement for cause by giving PaperCut written notice if PaperCut:

- a. breaches any of the provisions of this Agreement and PaperCut does not remedy it within 30 days of You providing PaperCut written notice of the breach; or
- b. ceases to carry on business, is unable to pay its debts as they fall due, enters into liquidation or has a controller, managing controller, liquidator or administrator appointed or suffer any similar event in any jurisdiction.

12.3 If this Agreement terminates:

- a. any license for Software and its related Maintenance & Support terminates immediately;
- b. each party shall immediately return to the other – or at the other party's request, destroy – any of the other's Confidential Information;
- c. You must ensure that all copies of the Software installed pursuant to this Agreement are uninstalled and deleted from all hardware in your possession or control within 14 days of the date this Agreement is terminated.

12.4 Any termination of this Agreement shall not prejudice, limit or restrict any other rights or remedies either party may have arising prior to such termination. To the extent permitted by law, PaperCut shall be under no obligation to refund any amounts paid by You for any of the Software or Maintenance & Support services that have been provided prior to any termination of this Agreement.

13. GENERAL

Notices

13.1 Any notice that is given under this Agreement:

- a. by PaperCut NG/MF may be:
 - i. posted to You;
 - ii. emailed to You at any email address provided by You;
 - iii. included on any invoice (which may be emailed or posted to You);
or
 - iv. posted on the Website. You must review the Website regularly for notices.
- b. by You must be posted to PaperCut at the address stated on b. the latest invoice.

13.2 A notice is deemed to be received:

- a. when posted from Australia to an address in Australia; within 3 business days of the date when it was posted;
- b. when posted from an address outside of Australia, within 7 days of the date when it was posted; or
- c. when emailed; within 1 business day of the date that the email was sent, provided no notice of failure has been received by the sender;
- d. when posted on the Website, within 3 business days of the date it was posted.

Relationship of Parties

- 13.3 The parties to this Agreement are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

Compliance with Laws

- 13.4 You must comply with all laws which are relevant to You performing Your obligations under this Agreement.

Assignment

- 13.5 You must not assign or transfer this Agreement or any rights or obligations under this Agreement, in whole or part, without the prior written consent of PaperCut.

- 13.6 PaperCut may assign or transfer this Agreement, in whole or part, without Your consent to any PaperCut Affiliate or in connection with a merger, acquisition, or purchase of fifty percent (50%) or more of its assets. PaperCut may assign or transfer all or part of any of its rights to receive any Fees and Taxes or other monies due under this Agreement, to any person without Your consent. Notwithstanding clause 9, PaperCut may disclose any of Your Confidential Information which is reasonably necessary to affect any assignment or transfer.

Waiver

- 13.7 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Remedies

- 13.8 Except as specifically provided otherwise in this Agreement, the rights and remedies provided under this Agreement are cumulative and in addition to, and not exclusive of, any rights or remedies provided by law.

Severability

- 13.9 If any part of this Agreement is determined to be invalid, illegal or unenforceable by any court or competent authority, such part will be severed from the remainder of the Agreement and the remaining provisions will continue in force.

Force Majeure

- 13.10 Except for Your obligations to pay PaperCut under this Agreement, neither party shall be in breach of this Agreement nor liable to the other party for any failure or delay in performance caused by events beyond the party's reasonable control.

Agreement

- 13.11 All clauses which naturally survive termination of the Agreement, including clauses 4.6, 7.1, 8, 9, 10, 12.3(b), 12.4 and 13, will survive termination of this Agreement.

- 13.12 The parties are entitled to rely on any notice or communication in electronic format, including any facsimile or email, that on its face appears authentic, and that has the purported author's name on it to the same extent as if it were a document written by the author. The parties consent to this Agreement being signed or varied through electronic communication.

- 13.13 To the extent permitted by law:

- a. PaperCut excludes any warranty or guarantee not expressly stated in this Agreement, whether express, implied or statutory, including any guarantees or warranties of acceptability and fitness for a particular purpose;
- b. this Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior or contemporaneous agreements, arrangements, understandings and communications, whether written or oral.

Export

- 13.14 You acknowledge and agree that the Software may be subject to applicable export and import laws. You agree not to export the Software or any direct product thereof, directly or indirectly in violation of these laws, nor will they be used for any purpose prohibited by these laws, including nuclear, chemical or biological weapons proliferation.

Governing Law

- 13.15 If You are resident, domiciled or incorporated in the USA, this Agreement will be governed by the laws of the State of Oregon, USA, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the courts in the State of Oregon. You hereby agree any claims will be brought exclusively in the federal or state courts located in Oregon and the parties

hereby irrevocably consent to the personal jurisdiction and venue of the courts located in Oregon for the purpose of litigating any and all such claims.

13.16 If You are resident, domiciled or incorporated in the United Kingdom, this Agreement will be governed by the court of England and Wales, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the courts of England and Wales. You hereby agree any claims will be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules and the parties hereby irrevocably consent to the personal jurisdiction and venue of the courts located in England for the purpose of litigating any and all such claims.

13.17 In all other cases, this Agreement will be governed by the laws of the State of Victoria, Australia, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the courts in the State of Victoria, Australia.

14. COUNTRY-SPECIFIC PROVISIONS

The following provisions apply to the extent required under local laws.

Australia:

Australian Consumer Law

14.1 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

14.2 The Maintenance & Support services that are provided to remedy any defect in the Software may be a "Warranty Against Defects" as defined in the ACL.

The Maintenance & Support services are provided by PaperCut Software International Pty. Ltd. (CAN 124 440 400) Level 1, 3 Prospect Hill Rd, Camberwell, Victoria, 3124, Australia, tel +61 3 9809 5194, email address customer.service@papercut.com.

In order to make use of the Maintenance & Support services, You must contact PaperCut's support helpline during the period of your agreement for

Maintenance & Support service using process in clause 5.3. When you make use of the Maintenance & Support services, PaperCut will use its best efforts to provide a remedy or a workaround for any defect in the Software in a timeframe that is reasonable given the nature of the issue and the impact on your business operations. This service is not available for Evaluation Licenses. The costs for the service in respect of the Production Licenses are included within the Fees that are set out in the Contract Details. No additional fees are payable by you for the Maintenance & Support for Production Licenses. You are responsible for any expenses you incur in using the Maintenance & Support. The benefits that we provide to consumers under our Warranty Against Defects are in addition to any other rights or remedies a consumer may have in respect of these goods or services under the ACL. The provision of Maintenance & Support services may result in the loss of user generated data.

14.3 To the extent permitted by law, PaperCut's liability for a failure to comply with any statutory guarantee is limited to one or more of the following, at PaperCut's option:

- a. the replacement of the goods or the supply of a. equivalent goods;
- b. the repair of the goods;
- c. the payment of the cost of replacing the goods or of acquiring equivalent goods;
- d. the payment of the cost of having the goods repaired, unless it is not fair or reasonable for PaperCut to rely on this term of the Agreement.

14.4 If You are entitled to the benefit of a guarantee under the ACL then in respect of goods and/or services which are not of a kind that are ordinarily acquired for personal, domestic or household use or consumption, PaperCut's liability for a failure to comply with such guarantee is limited to one of the following, at PaperCut's option:

- a. supplying the goods and/or services again; or
- b. payment of the cost of having the goods and/or services supplied again, unless it is not fair or reasonable for PaperCut to rely on this term of the Agreement.

USA:

USA Government Rights

14.5 If You are a US civilian agency, the US government acquires certain parts of this commercial computer software and/or commercial software documentation or other technical data subject to the terms of this Agreement

as specified in the 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulation (FAR) and its successors. If acquired by or on behalf of any agency within the Department of Defence (DOD), the US Government acquires certain parts of this commercial computer software and/or commercial software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of DOD FAR Supplement (DFARS) and its successors. The US Government Rights clause is in lieu of, and supersedes any other FAR, DFARS or other clause or provision that addresses US Government rights in computer software or technical data.

**European Union:
Data Protection Agreement**

14.6 The transfer of personal data between the Controller (end user) and Processors (third parties), you are consenting to the disclosure of your personal data to entities or facilities located outside the country of your residence (including for the avoidance of doubt, outside of the European Union). In the event these entities or facilities are not located in your country of residence, PaperCut will be subject to the European Union General Data Protection Regulation 2016/279. You agree and acknowledge that PaperCut is not required to ensure that these entities or facilities comply with the privacy legislation of your country of residence.

Copyright (c) 1999-2019 PaperCut Software International Pty. Ltd.

B. MPS / FMAudit Terms and Conditions:

In addition to any indemnity provided by the owner of the Software, the Contractor, at its sole cost and expense, shall indemnify, defend, and hold County, its officers, employees, and agents, (collectively, "County Parties") harmless from any third-party claims alleging that the equipment, the Services, or the Software, or the use of the equipment, the Services, or the Software by County Parties under this Agreement, infringe on any patent, copyright, intellectual property right, or trademark (each a "Claim"). After receiving notice of a Claim, County will: (a) tender the Claim to the Contractor within 45 days after it receives said notice of the Claim; (b) provide the Contractor reasonable assistance to defend the Claim at the Contractor's sole cost and expense; (c) not unreasonably withhold its consent to any settlement of a Claim, provided that any such settlement does not require any payment of damages by the County and does not admit any liability on the County's behalf. Following receipt of a Claim from the County, the Contractor, at its discretion, shall either (a) procure for County parties the right to continue using the equipment, Software, and Services through the term of the Agreement and each purchase order issued under this agreement, at no additional cost to the County Parties, or (b) replace the equipment, Software, or Service with substantially similar equipment, Software, or Service so that it becomes non-infringing. The Contractor's requirements under this Section B shall survive the expiration or termination of this Agreement and each purchase order issued under this Agreement.

I. FMAudit:

A. FMAudit Software ("Tracking Software"). You grant Permission to Install and Maintain FMAudit Software. FMAudit enables Us to monitor the usage of, and the copy count produced on, the Equipment. You agree that We shall have the right, at any time during the term of this Agreement, to install the Tracking Software on one or more of Your computer networked station(s). You agree to provide Us, during normal business hours, access to Your computer-networked station(s) to enable Us to upgrade, modify or maintain the Tracking Software or to install new releases or additions to the Tracking Software. Under no circumstances will the Tracking Software provide Us access to Your information other than information directly related to this Agreement. You agree to not delete or remove the Tracking Software or to alter, modify or otherwise render it unusable during the term of this Agreement without the prior written consent of Us. If You disagree, then We retain the right to invoice You the prevailing hourly billable rate for labor required to obtain meter readings, per meter reading cycle.

B. No License, other Prohibitions. Nothing herein shall be construed as granting a license to You for the use of the Tracking Software. You may not, nor may You permit or cause any other person to (a) use or copy the Tracking Software, in whole or in part, in any manner, (b) modify, translate, reverse engineer, decompile or disassemble the Tracking Software, (c) rent, lease, loan, resell, distribute, use in a customer-server network to provide third parties access to, or otherwise transfer the Tracking Software, or (d) remove any proprietary notices on the Tracking Software.

C. Intellectual Property Rights. All rights (including all intellectual property rights, whether recognized currently or in the future) in and to the Tracking Software (including any source code, executable

code, object code, tools and/or libraries related to the Tracking Software) will at all times be owned by Us. No modifications and/or use by You of the Tracking Software shall under any circumstances transfer any right, title or interest in or to the Tracking Software to You or any third party.

D. Tracking Software Warranty, Liability. You acknowledge that the Tracking Software will be installed on Your networked workstation(s) “as is” without warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We do not warrant that the Tracking Software will be error free or will operate without interruption. We shall in no event be liable to You or any third party for any special, consequential, incidental or indirect damages in connection with the Tracking Software. If the software is found to cause issues on Your network, and these issues can be reasonably associated to the installation of the software through uniform software testing and tracing methodologies, Our liability will be limited to the removal of said Tracking Software from Your environment.

II. MISCELLANEOUS.

- A. **Software.** Performance issues related to Software and/or connectivity are not covered under the terms of this Agreement. Any warranties related to Software will be those offered by the manufacturer and will be passed directly to the user.

- B. **Software/Hardware.** Connectivity and performance issues related to Software and non-standard hardware are not covered under the terms of this Agreement. Any warranties related to these solutions, which include but are not be limited to: HP Digital Sending Software, Web Jet Admin, Auto Store, any OCR software, computers and scanners, will be those offered by the manufacturer and passed directly to the user. Operation and configuration of the Software will be the responsibility of You after initial install and operation test of (1) “Send To” folder is completed by Us.

EXHIBIT G

STATEMENT OF WORK FOR NETWORK PRINTERS

1. INTRODUCTION

The purpose of this Statement of Work document is for the County and the Contractor to have a common understanding and agreed-upon plan and process for a successful and smooth implementation of the Managed Print Services Program to include network desktop printers inclusive of all software, supplies and service deliverables as defined herein (the "MPS").

When the County issues a purchase order for MPS, the Contractor shall provide maintenance, support, and services to the County's existing Network Desktop Printers as set forth in this Statement of Work. The services shall include project management, installation/configuration, implementation, training, on-site support, supplies with the exception of paper and related professional services as outlined in this Exhibit.

2. NETWORK DESKTOP PRINTERS AND MANAGED PRINTER SERVICE (MPS) OBJECTIVES

The Contractor acknowledges that the objectives of MPS are:

1. Reducing participating County Department expenditures related to Network desktop printers;
2. Improving Network desktop printer-related services and support for participating County Departments;
3. Automating the meter readings and service alerts;
4. Migrating printing volumes from Network desktop printers to Copier/MFDs.

3. SCOPE

This Statement of Work includes the terms governing the Contractor's implementation of MPS when requested by a County department, including:

- a. Planning and Management of the implementation process/plan including communication of the benefits of the managed printer program to the participating County departments.
- b. Implementation of the Information technology elements needed for automatic meter reading.

- c. Site Assessment of the participating County Departments, capturing the current inventory of the network laser and local USB printers (if any).
- d. Training County personnel.
- e. Setting up agreed-upon procedures for post-implementation support, billing and reporting.

4. UNDERSTANDINGS

The County and the Contractor understand that the Contractor shall communicate the value of the MPS to each County department, and shall correspondingly and communicate regularly with County's DOIT personnel and Purchasing Manager regarding implementation of MPS. The County and the Contractor further agree as follows:

- a. It is up to each of the County's departments to procure MPS by issuing purchase orders procuring said services in accordance with this Agreement. The Contractor acknowledges that the County does not guarantee the number of departments that will procure MPS or the number of printers that will participate in the program.
- b. The Contractor understands and shall promote when appropriate that the County is striving to migrate, where feasible, to MPS.
- c. The County is reliant on the Contractor's resources, leadership, experience, expertise, professionalism, and methodology to ensure an adaptation and the implementation of MPS at County departments. The Contractor is reliant on the County to reciprocate with resources, leadership, experience, expertise, professionalism, and methodology that only the County possesses related to the functions of its departments.
- d. The Contractor shall assist County DOIT personnel to setup and test the mutually agreed upon IT architecture as well as the end-to-end functionality of MPS implementation. The County will provide the Contractor with main point of contact for DOIT personnel.
- e. The Contractor shall provide the needed support and training for each participating County department and DOIT personnel to properly install and operate the local agent on the printers, as needed.
- f. The Contractor and each County department's DOIT personnel shall mutually agree on the IT implementation plan that includes the tasks, schedule, responsible party, etc. to ensure a timely and successful overall implementation of the MPS program.
- g. The Contractor shall maintain a database of network and desktop printers that are managed by this program along with their location and contact information at all times for on-going support. The Contractor shall provide this database, in usable

form, to the County's Purchasing Manager, and shall provide database updates as printers are added or deleted from the program.

- h. The Contractor shall provide IT Team of each County department with an on-line "dashboard" view of all service and billing data applicable to the given department. The County Purchasing Manager IT Team in each department will have full access to view all service and billing data on-line at any time. Summary printable reports suitable for analyzing the service and billing data will be made easily available to County personnel.
- i. The schedule for the implementation of managed printer program will be jointly developed and agreed upon by both the Contractor and each participating County department.

5. RESPONSIBILITY

Both County and the Contractor will work diligently and without delay to accomplish the scope of work.

A. County Responsibility

The County and its representatives will provide the following:

- a. Timely responses to requests by the Contractor subject to the availability of County resources.
- b. County IT Teams (or DOIT personnel) in each department

B. Contractor's Responsibility

- 1. The Contractor shall assume the leadership and project management roles and will provide:
 - a. Timely notice to County of the County personnel needs for each phase of the project;
 - b. All required tasks as determined by the various Assessments approved by each County department;
 - c. Performance of all tasks delivered;
 - d. Deliverables provided in accordance with the pricing schedules established;
 - e. Timely resolutions to problems or a plan communicated to the appropriate County personnel;
- 2. The Contractor shall provide a weekly status report to the County's Purchasing Manager that includes, but not limited to:

- a. Planned versus actual implementation summary by department;
- b. Update of the Overall Project Plan and the individual department's Implementation Plan.

6. OVERALL PROJECT PLAN AND SCHEDULE

The successful implementation of the MPS program and associated meter reading, billing and service alerts shall be completed by the mutually agreed upon date with each County department IT Team.

The Contractor shall implement MPS at County departments using the following phases, each of which is discussed in greater below. When a department decides to implement MPS, the Contractor shall perform items b. through f., as described below.

- a. Conduct a County-wide presentation and communicate with County departments;
- b. Perform a department site assessments;
- c. Prepare Project Planning and Schedule;
- d. Work with DOIT for detail planning and architectural design;
- e. Implement MPS at the participating departments and perform End-User Training; and
- f. Complete post-implementation process setup, communication and transition to ongoing service phase.

A. Countywide Presentation and Communication

The purpose of this phase is for the Contractor to communicate the value of MPS and promote, when appropriate, that the County is striving to migrate, where feasible, to MPS. The Contractor shall provide the Countywide Presentation at a time designated by the County.

1. Contractor's Deliverables:

Presentation to the County Departments that:

- a. Promotes the business benefits of MPS provided by the Contractor;
- b. Explains the proposed implementation plan and timeline;
- c. Points out the highlights of the implementation procedures namely the:
 - Assessment
 - Training
 - Roll-out
- d. Describes the department roles and responsibilities (What do I need to do? How does this change my existing work? Etc.)

- e. Written communications to the departments describing the implementation approach including but not limited to the Assessment, training and Implementation plan; and
- f. Provide additional written instruction as well as a method to promote print migration and optimize County usage of the Copier/MFDs.

B. Department Site Assessment

The Contractor shall perform an assessment of each network and desktop printers in each department under for the purpose of ensuring that:

- a. The volume and workflow needs of the facility are appropriate to the capacities of the anticipated numbers of existing devices;
- b. There is adequate electrical service and network cabling. If electrical service and/or network drop changes are required they will be the responsibility of the County;
- c. The existing Network and desktop printers are properly deployed from a functional and location perspective and, if not, providing recommendations for redeployment, swapping or removal of each device; and
- d. Collect printer inventory in each department.

C. Overall Project Planning

The Contractor shall prepare an overall project plan. The purpose of the overall project plan is to have an all-encompassing, well thought-through and mutually agreed-upon plan to implement MPS, including training plans for end-users, administrators and DOIT staff.

- 1. Contractor's Deliverables and Responsibilities
 - a. A Project Plan document that contains the project milestones, schedule, tasks with County resource requirements and their roles and responsibilities during the implementation; and
 - b. County department roles and responsibilities document for the ongoing support and maintenance of the IT infrastructure specific to the MPS program.
- 2. County Responsibility
 - a. County department and DOIT staff will work with the Contractor during the Assessment phase;
 - b. County department and/or DOIT staff will provide printer Spreadsheet (IPs to Locations/Queue Names/Print Servers/Sites); and

- c. County departments will provide main points of contact within the department for coordination of Contractor's site assessment.

D. Information Technology Implementation for Managed Print Services

The Contractor shall install and setup any software needed for automated meter reading, billing and service alerts based on the agreed architecture design. The Contractor shall be responsible for providing end-user license agreement to the County that allow the County to utilize the software required for MPS.

E. Department MPS implementation for the participating departments and End-User Training

Contractor shall:

- a. Evaluate each model to determine type, condition, and total volume;
- b. If there are no major problems with a network printer and it is still to be considered within its useful life, it will added to the program;
- c. If the printer is old with high lifetime volumes, non-repairable due to age or parts unavailability, a replacement model will be recommended;
- d. The Contractor shall consistently monitor the usage of the printers to determine if they are the most cost effective solution for that printing environment;
- e. The Contractor shall look for cost savings and help the County department develop a print migration strategy by doing the following:
 - 1. Demonstrate the estimated cost savings in transitioning each County Department from a toner/ink cartridge-purchase program for network printers to MPS approach
 - 2. Provide an analysis of current printers using a toner/ink cartridge purchase model vs. the MPS program.
- f. Service technicians are included as part of the Contractor's MPS services;
- g. Contractor shall ensure that its technicians servicing the printers are certified to work on HP printers as well as Samsung, Kyocera, Lexmark, Canon, Ricoh, Brother and Dell printers;
- h. If resolution of a service issue will take more than one business day while waiting for parts, the Contractor shall provide a loaner device at no additional cost to the County;

- i. The Contractor shall develop a script linked to Active Directory that will automate drive installation for the County users;
 - j. The Contractor shall provide training to the end users, as directed by the County department, at no additional cost.
 - 1. Depending on the needs of each department, the department can choose:
 - a. Live instruction
 - b. Web based training
 - c. YouTube video instruction
 - d. One-on-one training
 - e. If a printer is added or deleted from the MPS program, prior County department approval is required. An add/delete form must be used.
- F. The Contractor shall complete post-implementation process setup, communication and transition to ongoing service phase.**

EXHIBIT H

SERVICE AND SUPPORT AGREEMENT FOR NETWORK AND DESKTOP PRINTER PROGRAM

1. Description of Network and Desktop Printer Service and Support

This Service and Support Level Commitment ("SLA") covers the following service levels in relation to the County existing Network and Desktop Printer maintenance, repairs, supplies with the exception of paper, support and service during the term of this Agreement. All capitalized terms used not defined in Exhibit J shall have the respective meanings given to them in this Agreement.

The Contractor acknowledges that the Network and Desktop Printer program is not a lease program; the County owns all equipment. The MPS program is a cost per copy based program and includes all the services listed above.

2. Account Manager and Technical Personnel

- a. Contractor shall provide one (1) Account Manager and eight (8) factory-trained service technicians and extra technical resources dedicated to support the County's existing network and desktop printer fleet within the various County departments.
- b. Specific duties of the Account Manager assigned to the County shall include, but not be limited to, the following:
 1. Daily Response to Inquiries on Network and/or Desktop Printer Operations and Acceptance of Orders
 - I. Being available for the County-operated facility during all normal County business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding County holidays; and
 - II. Serve as the main point of contact for the receipt of all orders, scheduling installation and training services.
 2. Invoicing – Verify the accuracy of all invoices and will investigate any discrepancies. This includes resolving all invoice related issues directly with the County department or Purchasing Manager.

3. Repairs – Contact the County department to ensure all repairs are performed to the requirements of this Agreement. This includes ongoing equipment uptime, service response time and expediting any parts which may have to be installed.
 4. Meter Reading – Ensure that meter readings are obtained on a regular basis and, therefore be responsible for the accuracy and verification of meter readings in accordance with the requirements of the Agreement.
 5. General Correspondence – Be the primary point of contact for all correspondence between the Contractor and the County’s Purchasing Manager.
 6. Attend Quarterly meetings with County Purchasing Manager and provide monthly, quarterly, semi-annual and special reports to the County Purchasing Manager, as requested.
- c. The Contractor shall assign eight (8) factory-trained service technicians and extra technical resources to the County and shall at all times be responsible for effective and prompt reliable customer service related to MPS for County’s network and desktop printers. Contractor shall ensure that its employees strictly adhere to County regulations while on the premises of any County facility, including but not limited to, regulations governing access to buildings, personal conduct, and possession of prescribed substances or articles. The Contractor shall ensure that its employees supporting the County maintain a dress code that incorporates the Contractor’s name and logo (Badge). The factory-trained service technicians’ responsibilities shall include but not limited to:
1. Serving as the first point of contact for any equipment related issues and device malfunction notifications and resolve all such notifications within four (4) business hours;
 2. Repairing all network and desktop printers;
 3. Opening service tickets routed from the County’s Help Desk and closing all such tickets after service resolution is completed;
 4. Educating County staff on ordering adequate level of supplies. If emergency orders are required, the account representative / technicians will make best efforts to expedite the order and assure supplies arrive when needed.
 5. As authorized by the various Information Technology teams within each County department, installing print drivers and troubleshooting print- and scan-related issues; and routinely interfacing with the County’s DOIT staff and Purchasing Division staff regarding all technical issues encountered.

- d. If the number of Contractor's personnel are reduced because of death, permanent termination of employment, or extended illness, the Contractor shall, within ten (10) working days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualification subject to County approval. The County, in its sole discretion, may approve additional time beyond the ten (10) working days for replacement of personnel. The Contractor shall also make interim arrangement to assure that the implementation of MPS is not affected by the loss of personnel.
- e. In the event, the Account Manager is re-assigned by the Contractor to a different project or is otherwise unavailable, the County will be notified and a replacement project manager with equivalent competence shall be appointed, subjected to the approval of the County.
- f. The County reserves the right to require a change in Contractor representatives if the County determines that the Contractor's assigned representatives are not meeting the County's needs.

3. Full Service Support; Additional Field Technician Support for the Various County Departments; All Calls to be placed via Toll-Free Number or Email

- a. The Contractor shall provide full service and maintenance support (as described in this Exhibit) related to all network and desktop printers at the County's various departments. In addition to the eight (8) assigned factory-trained technicians, sufficient numbers of additional factory trained technicians and resources will be dispatched to each County location when necessary to fulfill the response time and uptime provisions of this Exhibit, during the term of this Agreement and any extension.
- b. The Contractor's technical support personnel, as required, must be available to be dispatched to the County's locations between the normal working hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on scheduled County holidays. To ensure access for support purposes, the Contractor shall be responsible for obtaining the operating hours of each County office and department that procures MPS under this Agreement.
- c. Service calls from County offices will all be routed directly through the Contractor's dispatch center via a toll-free service hotline staffed by live operators (no recordings except after hours) or via email. The service hotline shall be accessible to County personnel who require technical assistance on the MPS. The Contractor's technicians are not, under any circumstances, to give out cell phone or pager numbers to County personnel, as all service calls are to be logged and tracked via the Contractor's service dispatch system for reporting purposes.

- d. Regarding service calls from County offices that are responded to by Contractor outside of normal business hours, the Contractor shall charge \$150 per hour for labor only (parts and supplies are included in Exhibit I cost-per-impression pricing). The Contractor shall also provide all supplies required to produce images on the equipment under this Agreement, including toner with the exception of paper. The Contractor must maintain an adequate supply of spare components outlined in this Exhibit. All maintenance parts and labor cost shall be included in the cost-per-impression price which is set forth in Exhibit I.
- e. While servicing County network and desktop printers utilizing MPS, the Contractor's technicians shall authenticate utilizing a unique authorization code used only by Contractor's technicians. All copies and prints produced during each service call by Contractor's technicians shall be itemized and credited to the appropriate County Department on the subsequent quarterly invoice.
- f. The Contractor shall provide technical support to various County departments that have 24/7/365 operating hours (e.g., Contra Costa Regional Medical Center, Sheriff, County Fire) within a response time of four (4) business hours.
- g. All CONTRACTOR personnel who will access to County health facilities shall comply with HIPAA Final Rule in 45 CFR 160 and 164.
- h. TB Test Requirement:
All Contractor personnel who provide services to the Health Services department are required to register under the Vendormate program in order to comply with state regulations. Information regarding this program may be found here: <https://registersupplier.ghx.com/reg/network/vendor/>, see Exhibit L.
- i. The priority of the Field Technicians assigned to the County will be respond to outstanding service calls first and then to make the scheduled proactive customer service visits.

4. Preventive Maintenance

- a. It shall be the responsibility of the Contractor to perform preventive maintenance (PM) service for each network and desktop Printer that is part of the MPS program according to the PM schedule specified by the equipment manufacturer. At a minimum, the Contractor shall ensure that all existing County network and desktop printers will have PM work performed at the published manufacturer PM volume interval.

- b. County shall schedule PM Service in advance with the designated County key operator at each facility so as to minimize disruption.
- c. Unless otherwise approved by the County in writing, County employees shall not be responsible for installing and/or replacing any equipment components with the exception of toner cartridges/bottles and staple cartridges.
- d. The Contractor shall provide and install PM schedule kits for all network and desktop Printers on a timely basis at the volume intervals designated by each printer device manufacturer and at no additional cost to the County.
- e. The Contractor's Field Technicians are not required to visit all network and desktop printer locations at each County Department during these proactive customer service visits. However, during the proactive customer service visit, the technicians will, at minimum, verify with the County department's designated copier manager that all of the existing network and desktop Printers are working in accordance with the specifications outlined in this Agreement. Other Field Technician duties during these proactive customer service visits at each facility shall include, but not limited to, the following items as deemed necessary by the County's or the Contractor's representatives: training of operators; cleaning units externally and internally; verifying adequate levels of toner and staple supplies; installing preventive maintenance kits; and other duties that will ensure minimal unit downtime.
- f. The schedule of proactive customer service visits shall be mutually agreed upon by County's Purchasing Manager and the Contractor. The County shall retain the right to amend, adjust or suspend the proactive customer service visit rotational schedule for the Field Technicians based on County needs.

5. Network Support and Operator and User Training

- a. The Contractor shall provide complete network and desktop printer network interface support at no additional cost.
- b. All training and related materials and manuals will be provided to the County at no additional cost.
- c. If required by the County, the Contractor shall provide training to the County's information services technicians on the technical components, network functionality, features and capabilities of the models. Training shall be completed at times and locations designated by the County, at no additional cost to the County.

6. Quarterly Uptime Performance and Definition of Uptime

- a. Each existing County network and desktop printer that is part of MPS under this Agreement shall attain at least a 98% quarterly uptime performance. At the County's discretion, any individual printer not meeting the 98% uptime requirement for two (2) consecutive quarters contractor shall recommend to be replaced with a network and desktop printer of the same, equivalent substitute, or upgraded model. Departments at their discretion shall buy the printer from the contractor or from other sources.
- b. "Uptime" shall be defined as the number of hours, rounded to the nearest one-quarter hour that a given network and desktop printer is available to be used by an operator. Any number of hours, rounded to the nearest one-quarter hour that a network and desktop printer is not available to be used by an operator shall be counted as "downtime" hours, subject to the following provisions:
 - 1. Downtime hours shall be tracked and listed on the quarterly report required under this Section by Contractor and counted under the following circumstances: Due to a failed part, until such time as the replacement part is installed and working properly; Due to a specific capability (i.e., Duplexing, document feeding, or scanning, if so equipped) listed in the Agreement that is not functioning to the County's satisfaction; and due to copy/print quality that is unreadable or unacceptable for the County's purposes.
 - 2. Downtime hours shall be tracked and listed on the quarterly report required under this Section by Contractor but not counted under the following circumstances: due to the response time allowance per service call or email; due to the number of hours associated with performing preventive maintenance; and due to obvious and unanticipated customer negligence or abuse.
- c. The Contractor shall calculate quarterly uptime per copier as follows: the total number of uptime hours per calendar quarter.
- d. A \$25 per-hour downtime credit shall be applied to each County department's account for each hour or partial hour any individual network and/or desktop printer is not operational below the 98% requirement. Downtime credits will appear automatically on the next quarterly invoice sent to each respective County Department.

7. Service Responses Time for Equipment

- a. Service response time shall be within four (4) hours for network and desktop printers covered under this Agreement. County hospitals shall have high priority status and will be recorded in Contractor's dispatch system. High priority status is defined as a two-hour response time.

- b. "Service response time" shall be defined as the number of working hours it takes Contractor's technician to begin actual work on the given machine from the time that the service call or email is placed by an authorized representative of the County. For example, a service call or email placed at 4 p.m. on a Wednesday afternoon would need to be physically responded to by 11 a.m. on Thursday morning. The Field Technicians shall not give out cell phone or pager numbers to key operators, or otherwise bypass the dispatch and reporting system put in place by the Contractor under this Agreement.
- c. All service call requests, received by the Contractor via telephone and/or online, shall be documented and a report provided to the County Purchasing Manager and departments on a monthly basis. This report shall list the name of the County agency or department, caller's name, date and time of call, problem, resolution, and date and time the resolution was communicated to the caller.

8. Loaner Equipment

- a. In the event that repairs cannot be completed within eight (8) working hours (one business day) from the time that the first service call is placed on a network and desktop printer, equivalent loaner equipment shall be provided by the Contractor immediately and proactively (without official request by the County) at no additional cost or penalty to the County.

9. Exclusive Utilization of OEM Parts, Supplies and Consumables for Network and Desktop Printers; Supplies and Consumables to be Available throughout Term of Contract

- a. The Contractor shall utilize non-OEM parts, supplies and consumables for the network and desktop printers. Parts, supplies and consumables as required in Section 10 of this Exhibit must be available from Contractor for all network and desktop printers installed and serviced under the Agreement.
- b. CONTRACTOR's nearest parts and supplies warehouse that support the network and desktop printer fleets at various County Departmental locations is as follows:

Caltronics Business Systems
6160 Stoneridge Mall Road, Suite 270
Pleasanton, CA 94588

10. Stocking of Supplies and High-Mortality Parts at COUNTY Buildings; Supplies to be delivered by CONTRACTOR Personnel; Waste Toner Recycling

- a. CONTRACTOR shall provide each network and/or desktop printer location with sufficient supplies (including, but not limited to, such items as toner/cartridges with

the exception of paper) to last a minimum of thirty (30) days given the historical volumes being produced on each device. Certain high-volume or concentrated locations may require additional backup supplies. All supplies shall be either hand-delivered by the Contractor's assigned personnel or shipped via pre-paid overnight freight service directly to each respective device location at no charge to the County.

- b. At all times under the Agreement, the Contractor shall provide UPS mailing labels for the printer cartridges to be mailed back for recycling. The cartridges provided by Contractor shall be returned at no cost through the UPS label included in the package.

11. Quarterly Billing in Arrears by County Department Based on Actual Printing Volumes per Device

- a. The Contractor shall invoice according to the pricing and compensation schedule of Exhibit I of this Agreement. Invoices shall be sent to each respective County Department. There shall be no centralized billing on the Network and Desktop Printer Program under this Agreement. The actual final invoice format shall be approved by County's Purchasing Manager.
- b. Invoices shall include: Contractor's complete name and remit-to address. Invoice date, invoice number, and payment term; the County contract number (Purchase Order); per-impression pricing per Exhibit I of this Agreement, model number and location of each network and desktop printer; actual copy and print volume; any applicable taxes; and the total monthly cost.
- c. The quarterly billing statement, which shall be issued directly to each County Department in arrears, will reflect a charge equal to the monochrome impression volume for each network and desktop printer multiplied by the contracted cost per-impression monochrome and color cost as listed on Exhibit I.

12. Responsibility for Collecting Meter and Department Code Readings Countywide; Print Tracking and Billing Solution Requirements.

- a. The Contractor shall be responsible for collecting meter and departmental code readings from all connected equipment to fulfill Contractor invoicing and quarterly reporting requirements. A print tracking and billing capture software solution must be provided to the County to meet the requirements of this Section. The software, FM Audit, shall meet County's data security requirements as set forth below in this Exhibit as well as Exhibit K. The Contractor shall be responsible for collecting meter and departmental code readings from all compatible network connected printers and local/USB printers (if any) installed with print tracking software solution to fulfill invoicing and quarterly reporting requirements. The Contractor, in consultation with the County department contacts, will be responsible for collecting meters and

- departmental code readings from all network connected printers and local/USB printers (if any) installed that are not using the print tracking software solution (if any) to fulfill invoicing and quarterly reporting requirements.
- b. The CONTRACTOR shall be responsible for providing a print tracking and billing solution to be hosted on various County servers. The print tracking and billing solution must meet minimum requirements as set forth below in this Section.
 - c. The print tracking and billing solution must have the capacity for multiple platforms for collecting data, and periodically reporting/sending data securely to the Contractor hosted server.
 - d. All installed network and desktop printers will send usage and other data to the print tracking and billing solution and, in turn, this usage and other data securely to the hosted server.
 - e. All network and desktop printers will have the capability to communicate with the solution and will be preconfigured for this communication prior to installation.
 - f. The print tracking and billing solution will be able to receive threshold alerts from all network and/or Desktop Printers as a preventative measure as well as alerts in case of a failure or needing other attention (e.g., low on toner, miss-feed).
 - g. The software will be able to send alert information to authorized individuals designated for each County department.
 - h. The Contractor shall provide a print tracking and billing solution that is automated with low management overhead. The County is not required to provide the Contractor any resources to implement this software solution.
 - i. The print tracking and billing solution must be secure when transmitting, when at rest and when communicating to all external sources.
 - j. The implementation of the centralized print tracking and billing solution will be accomplished at the time of Network and Desktop Printer device roll out.
 - k. All network and desktop Printer and the centralized print tracking and billing solution must adhere to FISMA, HIPAA, PCI, CJIS, IRS 1075 standards and regulations.
 - l. All network and desktop Printers will be scanned via PaperCut monthly to verify and validate configurations.
 - m. All print tracking and billing solution requirements will be configured prior to County acceptance of the solution.

- n. A web portal to the print tracking and billing solution will be provided to allow each County Department 6:00am through 6:00pm Pacific Time to view their current/historical billing and service histories.

13. Print Tracking and Billing Solution Requirements; Responsibility for Collecting Meter and Departmental Code Readings County-wide; Quarterly Equipment Performance and Meter Code Reports

- a. The Contractor shall provide the County or each County Department with a Quarterly Equipment Performance and Meter/Departmental Code Report. All meter and departmental code readings provided under this Section must exactly match the number of impressions reconciled to each County Department on July 1st of each calendar year of this Agreement.
- b. Meter and departmental code readings shall include the total copy/print volume as well as the per departmental code copy/print volumes for each device in each Segment/Product Category.
- c. Estimated meter readings are not permissible under the Agreement.
- d. All meter and departmental code copy/print volume data provided to the County must be sorted by departmental general ledger code or similar identification code.
- e. The formatting of the Quarterly Equipment Performance and Meter/Departmental Code Report will be accomplished according to the needs of the County's Purchasing Manager, however, the Quarterly Equipment Performance and Meter/Departmental Code Report shall indicate at minimum the following information during the period for each network and/or desktop printer:
 - 1. Device identification number;
 - 2. Room number, site and/or department name and departmental code number;
 - 3. Total number of billable monochrome and color prints;
 - 4. Total number of copies for the device by departmental code, number of prints for the device by departmental code, number of emergency service calls, number of preventive maintenance calls performed, actual response time for each required service call, total uptime hours; and
 - 5. The Network and Desktop Printer uptime percentage for the quarter.
- f. The Quarterly Equipment Performance and Meter Report, Spend and usage report, upgrade/downgrade report and monthly service call requests report will be sent to the County's Purchasing Manager and departments by the tenth day of each succeeding month following the close of each quarterly period during the term of the Agreement.

- g. Authorized representatives of each County Department will be able to access online billing and service records on all network and desktop printers in the given department's fleet.

14. Payment Terms

- a. Payment will be made quarterly in arrears. The County shall pay all undisputed charges within thirty (30) days from the receipt of an invoice. The County shall not be required to pay disputed charges until the Contractor has resolved the dispute to the reasonable satisfaction of the County. After the disputed charges are substantiated, the County will make payment to the Contractor accordingly. If an invoice is disputed and is resolved in the County's favor, the Contractor shall issue a corrected invoice to the appropriate County department. Advance payments will not be permitted.
- b. The County reserves the right to withhold payment until the equipment/services on the invoice have been rendered and an undisputed invoice has been received. Invoices shall be deemed submitted in proper form unless the County notifies the Contractor to the contrary within fourteen (14) business days following the County's receipt of invoice. County departments will not pay late payment charges. For any undisputed invoice, the Contractor shall notify the respective County department in writing within twenty-four hours of past due. The respective County department will expedite and ensure payment is made within thirty (30) days thereafter. In addition, a discussion between the Contractor and County department concerning the nature of the incident shall ensue. The County Purchasing Manager will intercede on the highest level to expedite and remedy recurring late payment issues. The commitment from the County will be to ensure that every accurate, timely, viable, and undisputed invoice from the Contractor is paid within thirty (30) days following the County's receipt of said invoice.
- c. Payment of State, Sales and Federal Taxes: The Contractor shall agree that the responsibility for payment of all state, sales and federal taxes assessed on the compensation received under this Agreement shall be the Contractor's obligation and be identified under the Contractor's state, local and federal and state identification number(s).

15. Delivery

All equipment and supplies shall be delivered to a County site specified by the County.

- a. Next Day delivery: Orders placed by 3pm are delivered the next business day. The package will be identified by the network or desktop printer unique ID#, location and contact person.

- b. All shipments to the COUNTY shall be delivered as Free on Board (F.O.B.) destination-freight prepaid and allowed. Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point with pre-paid UPS labels and shipping boxes.
- c. All invoices, packing lists, packages, shipping notices, and other written documents shall contain the applicable Blanket Purchase Order (BPO) number. Packing lists shall be enclosed in each and every box or packages shipped pursuant to each BPO order.
- d. Risk of Loss: Regardless of the F.O.B point, CONTRACTOR agrees to bear all risks of loss, injury, or destruction of goods; materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release Contractor from any obligations hereunder.

16. Reporting

At no additional charge, the Contractor will furnish inventory, usage, and service reporting to the County on a quarterly basis through electronic and/or on-line means. The report shall display monthly and quarterly totals. The Contractor also will provide the County, for its optional use, any available software tools for fleet monitoring and management. The quarterly reporting shall provide information on each device and for the total fleet, including any of the following data items that the County may request:

- a. Make, model, serial number, location and IP address;
- b. Beginning and ending meter readings;
- c. Average number of impressions (copy/print/fax/scan) per month, quarter and calendar year;
- d. Volume by individual user/account codes;
- e. Actual billable impressions produced;
- f. Black and white, and color volume;
- g. Number of service calls;
- h. Number of impressions and mean time between machine failure;
- i. Average response and repair time;
- j. Percentage uptime/downtime;
- k. Log of performed maintenance and repair.

EXHIBIT I

PRICING SUMMARY FOR NETWORK AND DESKTOP PRINTER PROGRAM

The only charge to the County for MPS provided by the Contractor under this Agreement shall be the following countywide cost-per-copy for black & white and color Network and Desktop Printers is as follows:

1. Black and White = \$0.02 per copy plus tax
2. Color = \$0.11 per copy plus tax
3. Monitoring software = \$0.00
4. Delivery = \$0.00
5. Before 8:00 a.m. and after 5:00 p.m. pst/pdt Monday – Friday support calls = \$150.00 per hour

Fleet Refresh Price:

If a County departments desires to refresh its printer fleet, or a portion of its fleet, at any time during the term of this Agreement, the Contractor shall make the following printers available to the department at the following prices. No County department shall be obligated to purchase any printers from the Contractor as a condition of receiving Managed Print Services from the Contractor.

Make	Model	Replacement Device	Monthly FMV
HP	LaserJet 2100	M402dne	\$12.30
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 4015n	E60055dn	\$31.25
HP	LaserJet 5200dtn	M712dn	\$85.80
HP	LaserJet 5200dtn	M712dn	\$85.80
HP	LaserJet 5200dtn	M712dn	\$85.80
HP	LaserJet 5200dtn	M712dn	\$85.80
HP	LaserJet 5200dtn	M712dn	\$85.80
HP	LaserJet 5200dtn	M712dn	\$85.80
HP	LaserJet 5200dtn	M712dn	\$85.80

HP	LaserJet P1606dn	M203dw	\$7.10
HP	LaserJet P1606dn	M203dw	\$7.10
HP	LaserJet P1606dn	M203dw	\$7.10
HP	LaserJet P1606dn	M203dw	\$7.10

EXHIBIT J

CONTRA COSTA COUNTY GENERAL CONDITIONS

1. **Agreement Number:** MFD-MA 2019-01
2. **Definitions. As used in this Agreement, the following terms have the following meanings.**
 - 2.1 "COUNTY" means the COUNTY of Contra Costa.
 - 2.2 "MFD" means Multifunction Devices
 - 2.3 "MPS" means Manage Print Services
 - 2.4 "Purchasing Agent" means Purchasing staff responsible for the commodities
 - 2.5 "CONTRACTOR" means a successful offeror who enters into a binding contract.
 - 2.6 "Copier/MFD" means a multifunctional device that is capable of producing both copies and prints.
 - 2.7 "Purchasing Manager" means the individual holding the title for the COUNTY of Contra Cost or a designated representative whose address follows:
Purchasing Division
Contra Costa County Public Works
255 Glacier Drive
Martinez, CA 94553
 - 2.8 "Impression" means a monochrome (black) or color copy/print. A two-sided copy/print shall count as two impressions. Scanned documents are not counted as impressions.
 - 2.9 "Job reserves" means walk-up copying jobs that can be scanned and stored into memory for priming upon completion of the current copy and/or print job.
 - 2.10 "Licensed Software" or "Software" is the computer software in object code format, along with Documentation that is provided to County pursuant to this Agreement.
 - 2.11 "Maintenance" means both preventive and emergency (break/fix) maintenance of both equipment and software.
 - 2.12 "Multifunctional Device/Product" or "MFD" means a digital copier/printer that can be produce copies and prints, as well as being able to scan documents. See also "Equipment".
 - 2.13 "New Equipment" means Equipment which has not been used previously and is being actively marketed by the manufacturer's authorized dealers.
 - 2.14 "Original Equipment Manufacturer" or "OEM" means the parent company producing the Copier/MFD. Canon is the OEM of the Copier/MFDs to be installed under this Agreement.
 - 2.15 "Products" refers to digital copying/printing equipment, related software, or related services being leased by COUNTY or provided by CONTRACTOR.
 - 2.16 "Account Manager" means CONTRACTOR representative in this Agreement.
 - 2.17 "Services" refers to Copier/MFD support services, training services, or other professional services to be performed within the scope of this Agreement.
 - 2.18 "Software" applies to programs, procedures, rules, and any associated documentation pertaining to the fleet of Copier/MFDs at various COUNTY Agency offices.
 - 2.19 "Technical Support" means CONTRACTOR-supplied on-site maintenance, trouble shooting and correction, including telephone support.
3. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and

local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

4. **Inspection**. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
5. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

6. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
7. **Termination and Cancellation**.
 - a. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - b. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

8. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
9. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
10. **Modifications and Amendments.**
 - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
 - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
11. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
12. **Choice of Law and Personal Jurisdiction.**
 - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
13. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
14. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
15. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
16. **Independent Contractor Status.** The parties intend that Contractor, in performing the services

specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

17. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.
18. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
19. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
20. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and

- employees. This provision will survive the expiration or termination of this Contract.
21. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
 - b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
 22. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
 23. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
 24. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
 25. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the

possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

26. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
27. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
28. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
29. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final

payment, from Contractor until County receives the audit from Contractor.

30. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
31. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

EXHIBIT K
VENDOR REMOTE ACCESS AND USER RESPONSIBILITY STATEMENT

1. Scope of Access

“Remote Access” is the act of accessing Contra Costa County (“County”) systems from a non-County network infrastructure. “Systems” include personal computers, workstations, servers, mainframes, phone systems, and/or any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices).

The County hereby grants Remote Access privileges for Contractor to access the following County systems, at the locations listed, collectively referred to as “IS,” in accordance with the terms of the Agreement:

2. County Systems:

All other forms of access to the named Systems, or to any County System that is not specifically named, is prohibited.

Remote Access is granted for the purpose of Contractor providing services and performing its obligations as set forth in the Agreement including, but not limited to, supporting Contractor-installed programs. Any access to IS and/or County data or information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any penalty allowed by law.

COUNTY will review the scope of Contractor’s Remote Access rights periodically.

3. Security Requirements

The Contractor will not install any Remote Access capabilities on any County owned or managed system or network unless such installation and configuration is approved in writing by County’s and Contractor’s respective designees.

The Contractor may only install and configure Remote Access capabilities on County systems or networks in accordance with industry standard protocols and procedures, which must be reviewed and approved by County’s designee.

The Contractor will only Remotely Access County systems upon approval by County Department of Information (DoIT).

The Contractor must submit documentation verifying its own network security mechanisms to the County for County's review and approval. The County requires advanced written approval of the Contractor's security mechanisms prior to Contractor being granted Remote Access.

4. Contractor Remote Access must include the following minimum control mechanisms:

- a. Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County-approved County site to Contractor site Virtual Private Network (VPN) infrastructure.
- b. Centrally controlled authorizations (permissions) that are user specific (e.g., access lists that limit access to specific systems or networks).
- c. Audit tools that create detailed records/logs of access attempts.
- d. All Contractor systems used to Remotely Access County systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.
- e. Access must be established through a centralized collection of hardware and software centrally managed and controlled by County's and Contractor's respective designees.

5. Monitoring/Audit

The County will monitor access to, and activities on, County-owned or managed systems and networks, including all Remote Access attempts. Data on all activities will be logged on a County-managed system and will include the date, time, and user identification.

6. Copying, Deleting or Modifying Data

The Contractor is prohibited from copying, modifying, or deleting any data contained in or on any County IS unless otherwise stated in the Agreement or unless the Contractor receives prior written approval from the County. This does not include data installed by the Contractor to fulfill its obligations as set forth in the Agreement.

7. Connections to Non-County Networks and/or Systems

The Contractor agrees to make every effort to protect the County's data contained on County-owned and County-managed systems and networks within the Contractor's control from unauthorized access. Prior written approval is required before the Contractor may access County networks or systems from non-County-owned and non-County-managed networks or systems. Such access will be made in accordance with industry standard

protocols and procedures as mutually agreed upon and will be approved in writing by County in a timely manner.

8. Persons Authorized to Act on Behalf of Parties

The following persons are the designees for purposes of this Exhibit

CONTRACTOR: Title/Designee _____

COUNTY: Title/Designee _____

Either party may change the aforementioned names and or designees by providing the other party no less than three (3) business days prior written notice.

9. Remote Access Provisions

CONTRACTOR agrees to the following:

- a. Only Contractor employees providing services or fulfilling Contractor's obligations under the Agreement will be given Remote Access rights.
- b. Any access to IS and/or County information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
- c. An encryption method reviewed and approved by the County will be used. The County is solely responsible and liable for any delay or failure of the County, as applicable, to approve the encryption method to be used by the Contractor where such delay or failure causes the Contractor to fail to meet or perform, or be delayed in meeting or performing, any of its obligations under this Agreement.
- d. The Contractor will be required to log all access activity to the County. These logs will be kept for a minimum of 90 days and be made available to the County no more frequently than once every 90 days.

10. Remote Access Methods

- a. All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County.
- b. A Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable.

- c. The Contractor shall abide by the following provisions related to the Primary and (if applicable) Backup Remote Access Methods selected below. (Please mark appropriate box for each applicable Remote Access Method; if a method is inapplicable, please check the box marked N/A).

11. VPN Site-to-Site **Primary** **Backup** **N/A**

The VPN Site-to-Site method involves a VPN concentrator at both the vendor site and at the County, with a secure “tunnel” opened between the two concentrators. If using the VPN Site-to-Site Method, Contractor support staff will have access to the designated software, devices and systems within the County from selected network-attached devices at the vendor site.

12. VPN Client Access **Primary** **Backup** **N/A**

In the VPN Client Access method, a VPN Client (software) is installed on one or more specific devices at the Contractor site, with Remote Access to the County (via a County VPN concentrator) granted from those specific devices only.

A CryptoCard will be issued to the Contractor in order to authenticate the Contractor staff when accessing County IS via this method. The Contractor shall do the following when issued a CryptoCard authentication device:

- a) Because the CryptoCard allows access to privileged or confidential information residing on the County’s IS, the Contractor agrees to treat the CryptoCard as it would a signature authorizing a financial commitment on the part of the Contractor.
- b) The CryptoCard is a County-owned device, and will be labeled as such. The label must remain attached at all times.
- c) The CryptoCard must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- d) If the Contractor’s remote access equipment is moved to a non-secured site, such as a repair location, the CryptoCard will be kept under Contractor’s control.
- e) The CryptoCard is issued to an individual employee of the Contractor and may only be used by the designated individual.

- f) If the CryptoCard is misplaced, stolen, or damaged, the Contractor will notify County by phone within one (1) business day.
- g) The Contractor shall to use the CryptoCard as part of its normal business operations and for legitimate business purposes only.
- h) The CryptoCard will be issued to the Contractor following execution of this Agreement. The CryptoCard will be returned to the County's designee within five (5) business days following contract termination, or upon written request of the County for any reason. The Contractor will notify the County's designee within one business day of any change in personnel affecting use and possession of the CryptoCard. The Contractor will obtain the CryptoCard from any employee who no longer has a legitimate need to possess the CryptoCard. Lost or non-returned CryptoCards will be billed to the Contractor in the amount of \$300 per card, and the Contractor shall remit payment within 30 days of receiving a bill from the County
- i) The Contractor shall not store password documentation or PINs with CryptoCards.
- j) The Contractor shall ensure that all employees, agents, contractors, and subcontractors who are issued the CryptoCard will be made aware of the responsibilities set forth in this Agreement in written form. Each person having possession of a CryptoCard will execute this Agreement where indicated below certifying that they have read and understood the terms of this Agreement.

13. COUNTY-Controlled VPN Client Access: ___ Primary ___ Backup ___ N/A

This form of Remote Access is similar to VPN Client access, except that the County will maintain control of the CryptoCard authentication token and a PIN number will be provided to the Contractor for use as identification for Remote Access purposes. When the Contractor needs to access to County Y IS, the Contractor shall notify the County's designee.

The County's designee will verify the PIN number provided by the Contractor. After verification of the PIN the County's designee will give the Contractor a one-time password which will be used to authenticate Contractor when accessing the County's IS. The Contractor shall do all of the following:

- a. Because the PIN number allows access to privileged or confidential information residing on the County's IS, the Contractor shall treat the PIN number as it would a signature authorizing a financial commitment on the part of the Contractor.

- b. The PIN number is confidential, County-owned, and will be identified as such.
- c. The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- d. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Contractor's control.
- e. The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.
- f. If the PIN number is compromised or misused, the Contractor will notify the County's designee within one (1) business day.
- g. The Contractor shall use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
- h. The PIN number will be issued to the Contractor following execution of this Agreement.
- i. The PIN number will be inactivated by the County's designee within five (5) business days following termination of this Agreement, or as required by the County for any reason.

14. Manually Switched Dialup Model **Primary** **Backup** **N/A**

Although not generally used, the Contractor may be provided Remote Access to County IS using a dialup modem. The Contractor shall do all of the following if using Switched Dialup Modem access:

- a. The Contractor shall use reasonable efforts to notify the County's Technical Services Manager or designee at least one-half (½) hour prior to access to allow the County to activate the Switched Dialup Modem connection. The Contractor shall give the estimated time that the connection will be required, and specify when the access can be deactivated by County.

- b. The County acknowledges that the Contractor may not be able to provide certain of its services (including, but not limited to, implementation services, maintenance and support (including Standard Support Services) and training services using a Switched Dialup Modem connection.
- c. The Contractor will not be liable any delay to performing obligations under the Agreement where such delay is caused solely by the use of a Switched Dialup Modem connection.

Signatures of CONTRACTOR Employees receiving CryptoCards (If issued by County; additional pages may be added, If necessary):

1. **CONTRACTOR:** _____

Name (Type): _____

Title: _____

Date: _____

2. **CONTRACTOR:** _____

Name (Type): _____

Title: _____

Date: _____

EXHIBIT L

HIPAA BUSINESS ASSOCIATE ADDENDUM

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number MFD-MA 2019-02 (hereinafter referred to as “Agreement”) by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as “County”) and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as “Associate”).

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) under Federal law, defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively, the “HIPAA regulations”), and other applicable laws.
- C. As part of the HIPAA regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e), and 164.504(e) of the Code of Federal Regulations and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

- 1. Definitions:** As used in this Addendum, the following terms have the following meanings:
 - a. Breach has the meaning given to such term under the HITECH Act and HIPAA regulations set forth at 42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402.

- b. Breach Notification Rule means the HIPAA regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. Business Associate (“Associate”) has the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. Confidential Medical Information Act means California Civil Code Sections 56 et seq.
- e. Covered Entity has the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103. NON-NEGOTIABLE FOR HEALTH PLAN COMPLIANCE.
- f. Data Aggregation has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. Day means calendar day unless otherwise indicated.
- h. Designated Record Set has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. Electronic Media means:
 - 1. Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - 2. Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- j. Electronic Protected Health Information (ePHI) means any Protected Health Information that is stored in or transmitted by electronic media.
- k. Electronic Health Record has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- l. Health Care Operations has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- m. HIPAA Rules means the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule set forth at 45 C.F.R. Part 160 and Part 164.
- n. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
- o. Protected Health Information (“PHI”) means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information.
- p. Protected Information means PHI provided by County to Associate or created, maintained, received or transmitted by Associate on behalf of the County in connection with the Agreement.
- q. Secretary means the Secretary of the U.S. Department of Health and Human Services.
- r. Security Incident has the meaning given to such term under the Security Rule, including, but not limited to, 45. C.F.R. Section 164.304.
- s. Security Rule means the HIPAA regulation that is codified at 45. C.F.R Parts 160 and 164, Subparts A and C.
- t. Unsecured PHI has the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

Terms used in this Addendum but not defined have the meanings given to such terms under the HIPAA Rules.

- 2. Obligations of Associate:** Associate acknowledges that it is directly required to comply with HIPAA, the HITECH Act, the HIPAA regulations and the final Omnibus Rule, and that Associate, is directly liable under the HIPAA Rules, and subject to civil and criminal penalties for failure to comply with the Confidential Medical Information Act or for using and disclosing Protected Information when the use and disclosure is not authorized by the Agreement, the Addendum or as required by law. Associate acknowledges that it is directly liable and subject to civil penalties for failing to safeguard ePHI in accordance with the HIPAA Security Rule. Associate further acknowledges that Associate may be liable for the acts or omissions of its agents or subcontractors.
- a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted or required under the Agreement and this Addendum or as required by law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if the County used it in the same manner.
 - b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Addendum, (ii) for the proper management and administration of Associate, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate of any breaches of confidentiality, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information, in accordance with Paragraphs 2.f. and 2.g. of this Addendum, to the extent it has obtained knowledge of such occurrences. NON-NEGOTIABLE FOR HEALTH PLAN COMPLIANCE.
 - c. Prohibited Uses and Disclosures. Associate shall not use or disclose PHI other than as permitted or required by the Agreement and this Addendum, or as Required by Law. Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction,

and has paid out-of-pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2) and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.

- d. **Appropriate Safeguards.** Associate shall implement appropriate safeguards to prevent the use or disclosure of Protected Information, other than as permitted by the Agreement or Addendum, including but not limited to, the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Addendum and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies, procedures, and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Business Associate's Agents and Subcontractors.** Associate shall enter into written agreements with any agent or subcontractor, to whom it provides Protected Information received from the County or created, received, maintained or transmitted by Associate on behalf of the County and implements the safeguards required by paragraph 2.d. above with respect to Electronic PHI. Associate shall ensure that its agents and subcontractors agree in writing to the same restrictions, conditions and requirements that apply to Associate with respect to such information. This includes the requirement to immediately notify the Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PI of which it becomes aware. Upon request, Associate shall provide copies of such agreements to the County. Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- f. **Notification of Breach or Suspected Breach.**
Associate will notify County in writing within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement or this Addendum; any Security Incident; and any actual or suspected use or disclosure of data in violation of applicable federal or state laws or regulations by Associate or its agents or subcontractors. Associate

will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized uses or disclosures required by applicable federal and state laws and regulations.

- g. Breach Notification Process. Associate shall notify County by calling County's Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. This requirement is in addition to any notifications Associate is required to make in writing.

Contra Costa County Privacy Officer
50 Douglas Drive, Suite 310-E
Martinez, CA 94553
(925) 957-5430
Privacy.Officer@hsd.cccounty.us

If the notification is made after business hours, on a weekend or a holiday, Associate will call the 24-hour Privacy Hotline at 1-800-659-4611 to submit the report.

The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the Associate to have been accessed, acquired, used, or disclosed, as well as any other information the County is required to include in notification to the individual, the media, the Secretary, an any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. In the event the breach was caused, directly or indirectly, by negligent misconduct on the part of Associate, Associate's agents or subcontractors, Associate will be solely responsible for all damages resulting from the breach.

- h. Access to Protected Information. Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law and the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.524. If Associate maintains Protected Information in electronic format, Associate shall provide such information in electronic

format to enable County to fulfill its obligations under the HITECH Act and HIPAA regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

- i. Amendment of Protected Health Information. Within ten (10) days of receipt of a request by County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate and its agents and subcontractors shall make such Protected Information available to County for amendment or other documentation and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from Associate, its agents or subcontractors, Associate must notify County within five (5) calendar days of the request. County, in its sole discretion, will determine whether to approve or deny a request for an amendment of Protected Information maintained by Associate, its agents or subcontractors.

- j. Availability of Protected Information and Accounting of Disclosures. Within ten (10) days of a request by County for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 CFR Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) incident to a use or disclosure otherwise permitted or required by this Subpart as provided in 45 C.F.R. 164.502; (iv) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (v) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (vi) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vii) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); or (viii) as part of a limited data set in accordance with 45 C.F.R. 164.514(e). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However,

accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, the accounting must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or, in lieu of such statement, a copy of the individual's authorization or a copy of the written request for disclosure pursuant to 45 C.F.R. Section 164.502 (a)(2)(ii) or 45 C.F.R. Section 164.512, if any. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall forward the request, in writing, to County within five (5) days of receipt. Associate shall not prepare, deliver or otherwise respond to the request for accounting without County approval.

- k. Governmental Access to Records. Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to County and to the Secretary for purposes of determining Associate's compliance with HIPAA. Associate shall provide County a copy of any Protected Information and other documents and records that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- l. Minimum Necessary. Associate and its agents and subcontractors will request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- n. Retention of Protected Information. Except as provided in Section 3.c. of this Addendum, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Addendum for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic

Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.

- o. Associate's Insurance. In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Addendum. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, that will cover losses that may arise from any breach of this Addendum, violation of HIPAA, the HITECH Act, HIPAA regulations or applicable California law. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Addendum.
- p. Breach Pattern or Practice by Associate's Agents or Subcontractors. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e) (1) (ii), if the Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum, the Associate must take reasonable steps to cure the breach or end the violation. Associate shall meet with its agent or subcontractor to discuss and attempt to resolve the matter. Such meeting will be considered one of the reasonable steps to cure the breach or end the violation. If the steps taken are unsuccessful, the Associate must terminate its Agreement with the agent or subcontractor, if feasible. Associate shall provide written notice to County of any pattern of activity or practice of Associate's agents or subcontractors that Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum within five (5) days of discovery.
- q. Audits, Inspections and Enforcement. At any time during the term of the Agreement, with or without notice, County and its authorized agents or contractors may inspect Associate's facilities, systems, books, records, agreements and written policies and procedures as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, the HITECH Act, HIPAA regulations, and this Addendum. The fact that County has the right to conduct such inspection, that County conducts an inspection or fails to inspect, does not relieve Associate of its responsibility to comply with this Addendum. County's failure to detect, or County's detection but failure to notify Associate of, or to require Associate to remediate unsatisfactory practices, does not

constitute acceptance of such practice or a waiver of County's rights under the Agreement or Addendum. Associate shall notify County within five (5) days of discovery that it is, or that any of its agents or subcontractors are, the subject of a non-County audit, compliance review or complaint investigation regarding HIPAA or other health privacy-related matter.

3. Termination

- a. **Material Breach.** A breach by Associate of any material provision of this Addendum, as determined by County, shall constitute a material breach of the Agreement and will be grounds for immediate termination of the Agreement pursuant to the Agreement's General Conditions, paragraph 5 (b), Failure to Perform.
- b. **Reasonable Steps to Cure Breach.** Notwithstanding County's right to terminate the Agreement immediately, if County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Addendum, County may elect to provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary.
- c. **Effect of Termination.** If the Agreement is terminated for any reason, Associate must, at the exclusive option of County, return or destroy all Protected Information that Associate, its agents and subcontractors, still maintain in any form. Associate may not retain any copies of such Protected Information. If County determines that return or destruction is not feasible, Associate may retain the Protected Information but must continue to extend the protections and satisfy its obligations under this Addendum. With regard to the retained Protected Information, Associate will limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If County directs Associate to destroy the Protected Information, Associate must act in accordance with the Secretary's guidance regarding the proper destruction of PHI and provide the County with written certification that the Protected Information has been destroyed.
- d. **Indemnification.** In addition to any indemnification requirements of the Agreement, Associate agrees to save, hold harmless, defend at its own expense (if County so requests) and indemnify County for the costs of any mitigation undertaken by Associate. Associate

agrees to assume responsibility for any and all costs associated with the County's notification of individuals affected by a breach or unauthorized access, use or disclosure by Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which County is a party. Associate agrees to save, hold harmless, defend at its own expense if County so requests, and indemnify County, including County's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Associate's acts or omissions hereunder. The obligations of Associate under this provision shall survive the Agreement.

4. Penalties/Fines: Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with the obligations imposed by the Addendum, HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.

5. Disclaimer: County makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

6. Changes to Privacy Laws

- a. **Compliance with Law.** County and Associate acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that this Addendum may require amendment to ensure compliance with such developments. County and

Associate agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable state and federal laws relating to the security and confidentiality of PHI.

- b. Amendment to Addendum. In the event that a change to state or federal law, statute, or regulation materially affects the terms and conditions of this Addendum, the parties agree that County may unilaterally amend the Addendum, if an amendment is required to remain in compliance with state or federal law or regulation.
- c. Cybersecurity Risk. In addition to the obligations Associate has in the Agreement and this Addendum, Associate will manage cybersecurity risk by staying current with, and integrating into its security program where appropriate, available federal and state agency guidance regarding cybersecurity of PHI. This includes, but is not limited to, the National Institute of Standards and Technology Cybersecurity Framework, the Cybersecurity Awareness Initiative of the Office for Civil Rights and the Office of the National Coordinator for Health Information Technology.

7. Miscellaneous Provisions

- a. Assistance in Litigation or Administrative Proceedings. Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or any other laws relating to security and privacy and arising out of the Agreement or this Addendum.
- b. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. Interpretation. The provisions of this Addendum prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Addendum. This Addendum and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum will be resolved in favor of a meaning that complies, and

is consistent, with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy.

- d. Notice to Secretary. Associate understands and agrees that if County knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under this Addendum, and the breach or violation continues, and termination of the Agreement is not feasible, County will make a report to the Secretary, as required by HIPAA, the HITECH Act, and the HIPAA regulations.
- e. Survival. The obligations of Associate pursuant to Sections 2.j. and 3.c. of this Addendum survive the termination or expiration of the Agreement.

Form approved by County Counsel [10/14/2017]