



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 Ray A. Morgan Company, LLC, a California limited liability company ("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 2019-01

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 2019-01 - 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, (5) that it is a FMV / Rental, and (6) 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 2019-01 - 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 60 months from the date it is issued. A purchase order under this Agreement for Managed Print Services shall have a term between 36 and 60 months from the date it is issued. A purchase order may be issued for a term of less than 60 months and later extended provided that the term of the purchase order, as extended, does not exceed 60 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: Jamie Williams, Major Account Executive
470 Boulder Court, Suite A
Pleasanton, CA 94566
Phone: (650)678-1200
jlwilliams@raymorgan.com

[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: Richard Whitlock
Title: Executive Vice President
Signature: Richard Whitlock

ATTEST:

Clerk of the Board of Supervisors

Name: Jamie L. Williams
Title: Major Account Manager
Signature: Jamie Williams

APPROVED AS TO FORM [Attach Notary Acknowledgments]

See Attachment for Notarization

Deputy County Counsel

Exhibits:

- Exhibit A: Copiers/MFD – Specifications
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- 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
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Alameda

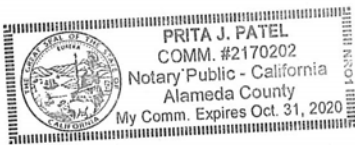
On July 10th 2019 before me, Prita J Patel, notary public
Date Here Insert Name and Title of the Officer

personally appeared Richard Earnest Jr Whitlock
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Master Agreement for leasing copier / etc

Document Date: 07/10/2019 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: same as above

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: himself

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

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State of California)
County of Contra Costa)

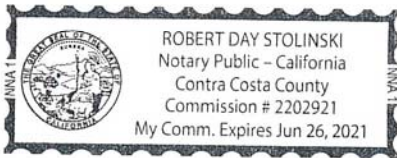
On 07/10/2019 before me, Robert Day Stolinski, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jamie L. Williams
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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 Robert Day Stolinski
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Master Agreement Document Date: 07/10/19
Number of Pages: 2A Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 CANON BLACK & WHITE

#	Segment	1	2	3	4	5	6
	Device Model Numbers	Canon 1435	Canon 4525	Canon 4535	Canon 4545	Canon 6575	Canon 8595
1	Technology	Laser	Laser	Laser	Laser	Laser	Laser
2	Monochrome copying, printing, scanning & faxing only	Yes	Yes	Yes	Yes	Yes	Yes
3	Color copying, color printing, color scanning & monochrome faxing	N/A	N/A	N/A	N/A	N/A	N/A
4	Rated speed	37	25	35	45	75	95
5	Maximum copy/print size	8 ½ x 14	11 ¾ x 17	11 ¾ x 17	11 ¾ x 17	11 ¾ x 17	13 x 19
6	FCT (First-Copy Time)	5sec	5.2sec	3.8sec	3.8sec	3.1sec	2.7sec
7	ADF (Automatic Document Feeder)	N/A	Yes	Yes	Yes	Yes	Yes
8	RADF (Reversing Automatic Document Feeder)	Yes	N/A	N/A	N/A	N/A	N/A
9	Duplexing (all units and drivers must default to duplex mode for both copying and printing)	Yes	Yes	Yes	Yes	Yes	Yes
10	Single-position Stapling Finisher	N/A	Yes	Yes	Yes	Yes	Yes
11	Sheet capacity of finisher	N/A	3250	3250	3250	3500	4250
	Separate finisher trays/locations for prints,	N/A	2 trays	2 trays	2 trays	3 trays	3 trays

12	faxes & copies												
13	Fax Boards	Included	Option	Option	Option	Option	Option	Option	Option	Option	Option	Option	Option
14	Scan-to-email (with LDAP authentication)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
15	Scan-to-shared folder (SharePoint)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
16	Secure (password protected) Printing	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
17	Console	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18	Number of paper drawers (excluding bypass)	1	2	2	2	2	2	2	2	2	2	2	4
19	Total sheet capacity of drawers (excluding bypass)	500	1100	1100	1100	1100	1100	1100	1100	1100	1100	4100	4100
20	Stack-feed bypass	Yes – 100	Yes – 80	Yes – 80	Yes – 80	Yes – 80	Yes – 80	Yes – 80	Yes – 80	Yes – 80	Yes – 100	Yes – 100	Yes – 100
21	Auto tray-switching	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

B. COPIER/MFD GENERAL SPECIFICATIONS CANON COLOR

#	Segment	1	2	3	4	5	6
	Device Model Numbers	Canon C3525	Canon C3525	Canon C5535	Canon C5550	Canon C7570	Canon C7580
1	Technology	Laser	Laser	Laser	Laser	Laser	Laser
2	Monochrome copying, printing, scanning & faxing only	N/A	N/A	N/A	N/A	N/A	N/A
3	Color copying, color printing, color scanning & monochrome faxing	Yes	Yes	Yes	Yes	Yes	Yes
4	Rated speed	25	25	35	50	70	80
5	Maximum copy/print size	12 5/8 x 18	12 5/8 x 18	12 5/8 x 18	12 5/8 x 18	13 x 19	13 x 19
6	FCT (First-Copy Time)	5.9sec	5.9sec	4.9sec	3.5sec	4.8sec	4.4sec
7	ADF (Automatic Document Feeder)	Yes	Yes	Yes	Yes	Yes	Yes
8	RADF (Reversing Automatic Document Feeder)	N/A	N/A	N/A	N/A	N/A	N/A
9	Duplexing (all units and drivers must default to duplex mode for both copying and printing)	Yes	Yes	Yes	Yes	Yes	Yes
10	Single-position Stapling Finisher	Yes	Yes	Yes	Yes	Yes	Yes
11	Sheet capacity of finisher	3250	3250	3250	3250	3500	3500
12	Separate finisher trays/locations for prints, faxes & copies	2 trays	2 trays	2 trays	2 trays	3 trays	3 trays
13	Fax Boards	Option	Option	Option	Option	Option	Option
14	Scan-to-email (with LDAP authentication)	Yes	Yes	Yes	Yes	Yes	Yes
15	Scan-to-shared folder (SharePoint)	Yes	Yes	Yes	Yes	Yes	Yes
16	Secure (password protected)	Yes	Yes	Yes	Yes	Yes	Yes

	Printing										
17	Console	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Yes
18	Number of paper drawers (excluding bypass)	2	2	2	2	2	2	2	2	4	4
19	Total sheet capacity of drawers (excluding bypass)	1100	1100	1100	1100	1100	1100	1100	1100	3550	3550
20	Stack-feed bypass	Yes – 100	Yes – 100	Yes – 100	Yes – 100	Yes – 100	Yes – 100	Yes – 100	Yes – 100	Yes – 250	Yes – 250
21	Auto tray-switching	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

C. COPIER/MFD GENERAL SPECIFICATIONS RICOH BLACK & WHITE

#	Segment	1	2	3	4	5	6
	Device Model Numbers	Ricoh MP 402 SPF	Ricoh MP 2555	Ricoh MP 3555	Ricoh MP 5055	Ricoh MP 7503	Ricoh MP 9003
1	Technology						
2	Monochrome copying, printing, scanning & faxing only	Yes Scan (color and b/w)	Yes Scan (color and b/w)	Yes Scan (color and b/w)	Yes Scan (color and b/w)	Yes Scan (color and b/w)	Yes Scan (color and b/w)
3	Color copying, color printing, color scanning & monochrome faxing	No color Yes faxing	No color Yes faxing	No color Yes faxing	No color Yes faxing	No color Yes faxing	No color Yes faxing
4	Rated speed	42 ppm	25 ppm	35 ppm	50 ppm	75 ppm	90 ppm
5	Maximum copy/print size	A4	A3	A3	A3	A3	A3
6	FCT (First-Copy Time)						
7	ADF (Automatic Document Feeder)	n/a	available	available	standard	standard	standard
8	RADF (Reversing Automatic Document Feeder)	standard	available	available	n/a	n/a	n/a
9	Duplexing (all units and drivers must default to duplex mode for both copying and printing)	yes	yes	Yes	Yes	Yes	yes
10	Single-position Stapling Finisher	No	yes	Yes	Yes	Yes	yes
11	Sheet capacity of finisher	n/a	SR3210 – 1000 sheets	SR3210 – 1000 sheets	SR3210 - 1000sheets	SR3210 - 1000sheets	SR3210 - 1000sheets

								SR3220 – 3000sheets	SR3220 – 3000sheets	SR3220 – 3000sheets
12	Separate finisher trays/locations for prints, faxes & copies	n/a	yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13	Fax Boards	standard	option	option	option	option	option	option	option	option
14	Scan-to-email (with LDAP authentication)	yes	yes	yes	yes	yes	yes	yes	yes	yes
15	Scan-to-XMedius Cloud Fax Server	Not standard	Not standard	Not standard	Not standard	Not standard	Not standard	Not standard	Not standard	Not standard
16	Scan-to-shared folder (SharePoint)	Requires ICE	requires ICE	requires ICE	requires ICE	requires ICE	requires ICE	requires ICE	requires ICE	requires ICE
17	Secure (passwordprotected) Printing	yes	yes	yes	yes	yes	yes	yes	yes	yes
18	Console	yes	yes	yes	yes	yes	yes	yes	yes	yes
19	Number of paper drawers (excluding bypass)	1 -std Upto 4-opt	2- std 2-opt	2- std 2-opt	2- std 2-opt	2- std 2-opt	2- std 2-opt	4- std LCT opt.	4- std LCT opt.	4- std LCT opt.
20	Total sheet capacity of drawers (excluding bypass)	500 – std 1500 -opt	1100 – std 1100 -- opt	1100 – std 1100 -- opt	1100 – std 1100 -- opt	1100 – std 1100 -- opt	1100 – std 1100 -- opt	4200 std	4200 std	4200 std
21	Stack-feed bypass	yes	yes	yes	yes	yes	yes	yes	yes	yes
22	Auto tray-switching	yes	yes	yes	yes	yes	yes	yes	yes	yes
23	Optional Features	yes	yes	yes	yes	yes	yes	yes	yes	yes

D. COPIER/MFD GENERAL SPECIFICATIONS RICOH COLOR

#	Segment	1	2	3	4	5	6
	Device Model Numbers	Ricoh IM C2000	Ricoh IM C2500	Ricoh IM C3500	Ricoh IM C4500	Ricoh MP C6503	Ricoh MP C8003
1	Technology	4-drum, dry electrostatic transfer system with dual-component toner development	4-drum, dry electrostatic transfer system with dual-component toner development	4-drum, dry electrostatic transfer system with dual-component toner development	4-drum, dry electrostatic transfer system with dual-component toner development	4-drum, dry electrostatic transfer system with dual-component toner development	4-drum, dry electrostatic transfer system with dual-component toner development
2	Monochrome copying, printing, scanning & faxing only	Yes	Yes	Yes	Yes	Yes	Yes
3	Color copying, color printing, color scanning & monochrome faxing	Yes	Yes	Yes	Yes	Yes	Yes
4	Rated speed	20ppm	25ppm	35ppm	45ppm	65ppm	80ppm
5	Maximum copy/print size	12x18	12x18	12x18	12x18	12x18	12x18
6	FCT (First-Copy Time)	5.1sec	4.5 sec	3.6 sec	2.9 sec	5.5 sec	4.3 sec
7	ADF (Automatic Document Feeder)	220 pages 110/240ipm	220 pages 110/240ipm	220 pages 110/240ipm	220 pages 110/240ipm	220 pages 110/240ipm	220 pages 110/240ipm
8	RADF (Reversing Automatic Document Feeder)	SPDF (single pass)	SPDF (single pass)	SPDF (single pass)	SPDF (single pass)	SPDF (single pass)	SPDF (single pass)

9	Duplexing (all units and drivers must default to duplex mode for both copying and printing)	Yes	Yes	Yes	Yes	Yes	Yes
10	Single-position Stapling Finisher	Multi-position	Multi-position	Multi-position	Multi-position	Multi-position	Multi-position
11	Sheet capacity of finisher	500/1250/2250/3250	500/1250/2250/3250	500/1250/2250/3250	500/1250/2250/3250	1000/2000/3000	1000/2000/3000
12	Separate finisher trays/locations for prints, faxes & copies	Yes	Yes	Yes	Yes	Yes	Yes
13	Fax Boards	Optional	Optional	Optional	Optional	Optional	Optional
14	Scan-to-email (with LDAP authentication)	Yes	Yes	Yes	Yes	Yes	Yes
15	Scan-to-XMedius Cloud Fax Server	Yes	Yes	Yes	Yes	Yes	Yes
16	Scan-to-shared folder (SharePoint)	Yes	Yes	Yes	Yes	Yes	Yes
17	Secure (passwordprotected) Printing	Yes	Yes	Yes	Yes	Yes	Yes
18	Console	No	No	No	No	Yes	Yes
19	Number of paper drawers (excluding bypass)	Up to 4, LCT	Up to 4, LCT	Up to 4, LCT	Up to 4, LCT	Up to 4	Up to 4

20	Total sheet capacity of drawers (excluding bypass)	5700	5700	5700	5700	8100	8100
21	Stack-feed bypass	100	100	100	100	100	100
22	Auto tray-switching	Yes	Yes	Yes	Yes	Yes	Yes
23	Optional Features						

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 CANON BLACK & WHITE

#	Segment	1	2	3	4	5	6
	Device Model	Canon 1435	Canon 4525	Canon 4535	Canon 4545	Canon 6575	Canon 8595
1	NEMA plug configuration type	NEMA 5-15P	NEMA 5-15P	NEMA 5-15P	NEMA 5-15P	NEMA 5-20P	NEMA 5-20P
2	Brand and model of included power surge protector (line conditioner)	Innovolt Smart Protect	Innovolt Smart Protect	Innovolt Smart Protect	Innovolt Smart Protect	Innovolt Smart Protect	Innovolt Smart Protect
3	Power consumption (running)	593w	633w	800w	879w	1.39kw	1.61kw
4	Power consumption (idle)	12w	38w	38w	38w	237w	239w
5	Power consumption (off)	.5w	.5w	.5w	.5	.3w	.3w
6	Energy reduction Features	Yes	Yes	Yes	Yes	Yes	Yes
7	Does the model offer full-bleed letter and ledger –size printing?	No	No	No	No	No	No
8	Reduction in printing speed vs. rated copy per-minute speed (percentage basis)	No	No	No	No	No	No
9	Material Safety Data Sheet (MSDS) included in Contractor provided literature	Yes	Yes	Yes	Yes	Yes	Yes

10	Advance notice provided by the Copier/MFD before running out of toner	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	Print /scan print/fax	Print /scan print/fax	Print /scan print/fax	Print /scan print/fax	Print /scan print/fax	Print /scan print/fax	Print /scan print/fax
12	Print/copy jobs are not stored on the Copier/MFD's hard drive after printing	Secure print	Secure print	Secure print	Secure print	Secure print	Secure print	Secure print
13	Page Description Language (PDL) compatibilities, including version numbers, are included in CONTRACTOR's pricing.	Generic_PLUS PCL6 v2.00	Generic_PLUS PCL6 v2.00	Generic_PLUS PCL6 v2.00	Generic_PLUS PCL6 v2.00	Generic_PLUS PCL6 v2.00	Generic_PLUS PCL6 v2.00	Generic_PLUS PCL6 v2.00
		Generic_PLUS UFRII v2.00	Generic_PLUS UFRII v2.00	Generic_PLUS UFRII v2.00	Generic_PLUS UFRII v2.00	Generic_PLUS UFRII v2.00	Generic_PLUS UFRII v2.00	Generic_PLUS UFRII v2.00
		Generic_PLUS PS v2.00	Generic_PLUS PS v2.00	Generic_PLUS PS v2.00	Generic_PLUS PS v2.00	Generic_PLUS PS v2.00	Generic_PLUS PS v2.00	Generic_PLUS PS v2.00
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
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	All	All	All	All	All	All

16	The maximum Copier/MFD timeout period for walk-up users.	9min	9min	9min	9min	9min	9min	9min
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)	Secure print	Secure print	Secure print	Secure print	Secure print	Secure print	Secure print
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
19	Amount of included RAM memory dedicated for the copier, fax (as applicable), scanner and printer functions	512MB	3GB	3GB	3GB	3GB	3GB	3GB
20	The maximum number of fax lines that each installed Copier/MFD can accommodate	1	4	4	4	4	4	4
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
22	Each color-capable Copier/MFD will be set from the factory to default to	N/A	N/A	N/A	N/A	N/A	N/A	N/A

	monochrome functionality as the priority document imaging mode for both walk-up copy, scanning and print-driver users									N/A
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.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
24	Two-sided one-pass scanning (i.e., “simultaneous” or “perfect” scanning) capability included	Duplex-ADF	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
25	Stack-feed bypass tray capable of feeding multiple #10 envelopes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

	tracking and billing solution to the CONTRACTOR									
28	Printing can be controlled and tracked via the copy/print tracking and billing solution provided by the CONTRACTOR	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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	Yes
31	User identification codes can be set up globally for all devices and/or on individual devices from a remote location	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
32	A brief description of the most efficient method of installing device print, fax and scan driver software for each model on COUNTY workstations	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers
33	Banner sheets can be automatically programmed to be pulled from a different	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

	(color) paper source than for the print job itself	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	No	Yes	Yes	Yes	Yes	Yes			Yes
36	Printing/scanning to/from a USB thumb/flash drive is included on each of the models	Yes	Yes	Yes	Yes	Yes	Yes			Yes
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
38	A user's name can be added to the "From" field for further verification of the sender	Yes	Yes	Yes	Yes	Yes	Yes			Yes
	Each Copier/MFD need to be	Yes	Yes	Yes	Yes	Yes	Yes			Yes

39	programmed manually (remotely or otherwise) to incorporate each authorized user's email addresses	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
40	Each Copier/MFD allows scanned documents to be encrypted for security purposes.	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
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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Multiple pages can be scanned and either emailed or stored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

44	without having to go back-and-forth between the device and the PC workstation between each page						Yes			Yes	
45	The scanning solution includes OCR software with advanced desktop layout analysis for editing, archiving and sharing	No	Option	Yes	Option	Option	Option	Option	Option	Option	Option
46	Walk-up Copier/MFD users have access to a full-size integrated QWERTY keyboard	Option	Option	Yes	Option	Option	Option	Option	Option	Option	Option
47	Users can search for available network folders on the Copier/MFD screen to determine where to send scanned documents	No	Option	Yes	Option	Option	Option	Option	Option	Option	Option
48	Color scanning capability is included on any of the monochrome models	Yes	Option	Yes	Option	Option	Option	Option	Option	Option	Option
49	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 e.g., user name and password A user's name can be added to the	Yes	Option	Yes	Option	Option	Option	Option	Option	Option	Option

	"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	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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	No	No	No	No	No	No	No	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	Requires additional software	Requires additional software	Requires additional software	Requires additional software	Requires additional software	Requires additional software	Requires additional software	Requires additional software

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	No	No	No	No	No	No
57	The color depth of the scanned image	Multi-bit	Multi-bit	Multi-bit	Multi-bit	Multi-bit	Multi-bit
58	The ability to scan to shared network folder	Yes	Yes	Yes	Yes	Yes	Yes
59	The ability to scan to an email address	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	Yes	Yes	Yes	Yes	Yes	Yes
61	The finisher for each Copier/MFD is internal or external to the device	N/A					
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	N/A	2 trays can be designated	2 trays can be designated	2 trays can be designated	2 trays can be designated	3 trays can be designated
63	The finisher support 2-hole punching in addition to 3-hole	N/A	Yes	Yes	Yes	Yes	Yes

	punching (Segment 4a, 4b, 5 and 6 units only)								
64	The finisher offer subset stapling	N/A	No	No	No	No	No	No	No
65	The item numbers and brand names for mailing labels and transparencies that are compatible with units	See media guide	See media guide	See media guide	See media guide	See media guide	See media guide	See media guide	See 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,	Bypass	Bypass	Bypass	Bypass	Bypass	Bypass	Bypass	Bypass
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	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00 Generic_PLUS PS v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00 Generic_PLUS PS v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00 Generic_PLUS PS v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00 Generic_PLUS PS v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00 Generic_PLUS PS v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00 Generic_PLUS PS v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00 Generic_PLUS PS v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00 Generic_PLUS PS v2.00
68	The name and version level of the device management utilities that is provided to each of the County Department's Information Technology (IT) staff	RUI 3.8	RUI 3.8	RUI 3.8	RUI 3.8	RUI 3.8	RUI 3.8	RUI 3.8	RUI 3.8

	members to monitor and control each model in each Equipment Segment								
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 Cartridges Maximum 3 minutes.	Staple Cartridges: 1 minute	Yes	Toner Cartridges Maximum 3 minutes.	Staple Cartridges: 1 minute	Yes	Toner Cartridges Maximum 3 minutes.	Staple Cartridges: 1 minute
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	Toner Cartridges Maximum 3 minutes.	Staple Cartridges: 1 minute	Yes	Toner Cartridges Maximum 3 minutes.	Staple Cartridges: 1 minute	Yes	Toner Cartridges Maximum 3 minutes.	Staple Cartridges: 1 minute
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)	Toner Cartridges Maximum 3 minutes.	Staple Cartridges: 1 minute	Yes	Toner Cartridges Maximum 3 minutes.	Staple Cartridges: 1 minute	Yes	Toner Cartridges Maximum 3 minutes.	Staple Cartridges: 1 minute

B. COPIER/MFD DEVICE FUNCTIONALITY CANON COLOR

#	Segment	1	2	3	4	5	6
	Device Model	Canon C3525	Canon C3525	Canon C5535	Canon C5550	Canon C 7570	Canon C7580
1	NEMA plug configuration type	NEMA 5-15P	NEMA 5-15P	NEMA 5-15P	NEMA 5-20P	NEMA 5-20P	NEMA 6-16P
2	Brand and model of included power surge protector (line conditioner)	N/A	N/A	N/A	N/A	N/A	N/A
3	Power consumption (running)	548w	548w	606w	772w	1.30kw	1.38kw
4	Power consumption (idle)	44w	44w	80w	80w	119w	136w
5	Power consumption (off)	.1w	.1w	.19w	.19w	.5w	.5w
6	Energy reduction Features	Yes	Yes	Yes	Yes	Yes	Yes
7	Does the model offer full-bleed letter and ledger –size printing?	No	No	No	No	No	No
8	Reduction in printing speed vs. rated copy per-minute speed (percentage basis)						
9	Material Safety Data Sheet (MSDS) included in Contractor provided literature	Yes	Yes	Yes	Yes	Yes	Yes
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	Scan/print, print/fax	Scan/print, print/fax	Scan/print, print/fax	Scan/print, print/fax	Scan/print, print/fax	Scan/print, print/fax

12	Print/copy jobs are not stored on the Copier/MFD's hard drive after printing	Secure print	Secure print	Secure print	Secure print	Secure print	Secure print
13	Page Description Language (PDL) compatibilities, including version numbers, are included in CONTRACTOR's pricing.	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00	Generic_PLUS PCL6 v2.00 Generic_PLUS UFRII v2.00
14	COUNTY's network and server operating system compatibilities, including version numbers, are included in CONTRACTOR's pricing	Generic_PLUS PS v2.00 Yes	Generic_PLUS PS v2.00 Yes	Generic_PLUS PS v2.00 Yes	Generic_PLUS PS v2.00 Yes	Generic_PLUS PS v2.00 Yes	Generic_PLUS PS v2.00 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 are available	All are available	All are available	All are available	All are available	All are available
16	The maximum Copier/MFD timeout period for walk-up users.	9min	9min	9min	9min	9min	9min
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)	Secure print	Secure print	Secure print	Secure print	Secure print	Secure print

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
19	Amount of included RAM memory dedicated for the copier, fax (as applicable), scanner and printer functions	3GB	3GB	4GB	4GB	4GB	4GB	4GB	4GB
20	The maximum number of fax lines that each installed Copier/MFD can accommodate	2	2	4	4	4	4	4	4
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
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
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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

30	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
32	A brief description of the most efficient method of installing device print, fax and scan driver software for each model on COUNTY workstations	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers
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	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	Yes
35	The Copier/MFD model offers embedded Bates Stamping capabilities	Page numbering	Page numbering	Page numbering	Page numbering	Page numbering	Page numbering	Page numbering	Page numbering
36	Printing/scanning to/from a USB thumb/flash drive is included on each of the models	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
39	Each Copier/MFD need to be programmed manually (remotely or otherwise) to incorporate each authorized user's email addresses	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
40	Each Copier/MFD allows scanned documents to be encrypted for security purposes.	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
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	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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	Yes	Yes	Yes	Yes	Yes	Yes	Yes
46	Walk-up Copier/MFD users have access to a full-size integrated QWERTY keyboard	Option	Option	Option	Option	Option	Option	Option
47	Users can search for available network folders on the Copier/MFD screen to determine where to send scanned documents	Yes	Yes	Yes	Yes	Yes	Yes	Yes
48	Color scanning capability is included on any of the monochrome models	Yes	Yes	Yes	Yes	Yes	Yes	Yes

49	<p>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 e.g., user name and password A user's name can be added to the "From" field for further verification of the sender</p>	Yes	Yes	Yes	Yes	Yes	Yes
50	<p>The device allows scanned documents to be encrypted for security purposes</p>	Yes	Yes	Yes	Yes	Yes	Yes
51	<p>The device allows for scanning to Electronic Document Management Systems (EDMS) or Enterprise Content Management (ECM)</p>	Yes	Yes	Yes	Yes	Yes	Yes
52	<p>Users can scan to a Windows share location or to FTP (Internet transfer) on each Copier/MFD</p>	Yes	Yes	Yes	Yes	Yes	Yes
53	<p>The device can scan images into WYSIWIG web-based HTML files</p>	No	No	No	No	No	No
	<p>The device allows a user to attach Document Management Fields (e.g. date, name, file number) to the</p>	No	No	No	No	No	No

54	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								
55	The maximum resolution of the scanned image	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi
56	Automatic de-speckling and de-skewing of the scanned image	No	No	No	No	No	No	No	No
57	The color depth of the scanned image	Multi-bit	Multi-bit	Multi-bit	Multi-bit	Multi-bit	Multi-bit	Multi-bit	Multi-bit
58	The ability to scan to shared network folder	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
59	The ability to scan to an email address	Yes	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
61	The finisher for each Copier/MFD is internal or external to the device	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
62	A brief description of how prints, faxes (as applicable) and copies will be separated on the finisher and/or exit trays of each	2 trays can be designated	2 trays can be designated	2 trays can be designated	2 trays can be designated	2 trays can be designated	2 trays can be designated	2 trays can be designated	3 trays can be designated

	Copier/MFD model									
63	The finisher support 2-hole punching in addition to 3-hole punching (Segment 4a, 4b, 5 and 6 units only)	N/A	N/A	N/A	Yes	Yes	Yes	Yes	Yes	
64	The finisher offer subset stapling	No	No	No	No	No	No	No	No	See media guide
65	The item numbers and brand names for mailing labels and transparencies that are compatible with units	See media guide	See media guide	See media guide	See media guide	See media guide	See media guide	See media guide	See 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,	Bypass	Bypass	Bypass	Bypass	Bypass	Bypass	Bypass	Bypass	
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	PCL6 v2.00 Generic_PLUS UFR II v2.00	PCL6 v2.00 Generic_PLUS UFR II v2.00	PCL6 v2.00 Generic_PLUS UFR II v2.00	PCL6 v2.00 Generic_PLUS UFR II v2.00	PCL6 v2.00 Generic_PLUS UFR II v2.00	PCL6 v2.00 Generic_PLUS UFR II v2.00	PCL6 v2.00 Generic_PLUS UFR II v2.00	PCL6 v2.00 Generic_PLUS UFR II v2.00	PCL6 v2.00 Generic_PLUS UFR II v2.00
	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	RUI 3.8	RUI 3.8	RUI 3.8	RUI 3.8	RUI 3.8	RUI 3.8	RUI 3.8	RUI 3.8	RUI 3.8

68	each model in each Equipment Segment								
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	Toner	Toner	Toner	Toner	Toner	Toner
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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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)								

C. COPIER/MFD DEVICE FUNCTIONALITY RICOH BLACK & WHITE

#	Segment	1	2	3	4	5	6
	Device Model	Ricoh IM 430F	Ricoh MP 2555	Ricoh MP 3555	Ricoh MP 5055	Ricoh MP 7503	Ricoh MP 9003
1	NEMA plug configuration type	5-15r	5-15r	5-15r	5-15r	5-20r	6-20r
2	Brand and model of included power surge protector (line conditioner)	Innovolt Smart Protect	Innovolt Smart Protect	Innovolt Smart Protect	Innovolt Smart Protect	Innovolt Smart Protect	Innovolt Smart Protect
3	Power consumption (running)	628 W	< 1.6 Kw	< 1.6 Kw	< 1.6 Kw	< 2 Kw	< 2 Kw
4	Power consumption (idle)	0.74 W	.5w	.5w	.5w	1.1w	1.1w
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	no	no	no	no	no
8	Reduction in printing speed vs. rated copy per-minute speed (percentage basis)	no	no	no	no	no	no
9	Material Safety Data Sheet (MSDS) included in RMC provided literature	Sent in email	Sent in email	Sent in email	Sent in email	Sent in email	Sent in email
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	yes	yes	yes	yes	yes	yes

12	Print/copy jobs are not stored on the Copier/MFD's hard drive after printing	Enable DOSS	Enable DOSS	Enable DOSS	Enable DOSS	Enable DOSS	Enable DOSS	Enable DOSS
13	Page Description Language (PDL) compatibilities, including version numbers, are included	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
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	All	All	All	All	All	All
16	The maximum Copier/MFD timeout period for walk-up users.	999 seconds	999 seconds	999 seconds	999 seconds	999 seconds	999 seconds	999 seconds
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	yes	yes	yes	yes	yes	yes
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
19	Amount of included RAM memory dedicated for the copier, fax (as	2GB	2GB	2GB	2GB	2GB	2GB	2GB

	applicable), scanner and printer functions								
20	The maximum number of fax lines that each installed Copier/MFD can accommodate	one	3 max as opt.	3 max as opt.	3 max as opt.	3 max as opt.	3 max as opt.	3 max as opt.	3 max as opt.
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
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
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
24	Two-sided one-pass scanning (i.e., "simultaneous" or "perfect" scanning) capability included	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
25	Stack-feed bypass tray capable of feeding multiple #10 envelopes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

26	The model can print out the internal user/departmental tracking data	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
28	Printing can be controlled and tracked via the copy/print tracking and billing solution provided by the CONTRACTOR	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	A brief description of the most efficient method of installing	Executable file can be	Executable file can be	Executable file can be	Executable file can be	Executable file can be	Executable file can be	Executable file can be	Executable file can be

32	device print, fax and scan driver software for each model on COUNTY workstations	used to auto install drivers	used to auto install drivers	used to auto install drivers	used to auto install drivers	used to auto install drivers	used to auto install drivers
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
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
35	The Copier/MFD model offers embedded Bates Stamping capabilities	Yes	yes	yes	yes	yes	yes
36	Printing/scanning to/from a USB thumb/flash drive is included on each of the models	std	std	std	std	std	std
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	yes	yes	yes	yes	yes	yes

	users' network login e.g., user name and password	yes	yes	yes	yes	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	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
39	Each Copier/MFD need to be programmed manually (remotely or otherwise) to incorporate each authorized user's email addresses	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
40	Each Copier/MFD allows scanned documents to be encrypted for security purposes.	yes	yes	yes	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	yes	yes	yes
42	Users wishing to utilize the included scan-to-email function are authenticated	yes	yes	yes	yes	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	optional	optional	optional	optional	optional	optional	optional	optional	optional	optional	optional	optional

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	Option	Option	Option	Option	Option	Option	Option
46	Walk-up Copier/MFD users have access to a full-size integrated QWERTY keyboard	Option	Option	Option	Option	Option	Option	Option
47	Users can search for available network folders on the Copier/MFD screen to determine where to send scanned documents	Requires setup	Requires setup	Requires setup	Requires setup	Requires setup	Requires setup	Requires setup
48	Color scanning capability is included on any of the monochrome models	Requires setup	Requires setup	Requires setup	Requires setup	Requires setup	Requires setup	Requires setup
	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 e.g., user name and password A user's name can be	yes	yes	yes	yes	yes	yes	yes

49	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)	It depends	It depends	It depends	It depends	It depends	It depends	It depends	It depends
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	no	no	no	no	no	no	no	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	Requires additional software	Requires additional software	Requires additional software	Requires additional software	Requires additional software	Requires additional software	Requires additional software	Requires additional software
55	The maximum resolution of the scanned image	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi
56	Automatic de-speckling and de-skewing of the scanned image	no	no	no	no	no	no	no	no

57	The color depth of the scanned image	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi
58	The ability to scan to shared network folder	yes	yes	yes	yes	yes	yes
59	The ability to scan to an email address	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	yes	yes	yes	yes	yes	yes
61	The finisher for each Copier/MFD is internal or external to the device	Yes	Yes	Yes	Yes	External	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	User defined	User defined	User defined	User defined	User defined	User defined
63	The finisher support 2-hole punching in addition to 3-hole punching (Segment 4a, 4b, 5 and 6 units only)	Yes	Yes	Yes	Yes	Yes	Yes
64	The finisher offer subset stapling	no	no	no	no	no	no
65	The item numbers and brand names for mailing labels and transparencies that are compatible with units	Just as long as the media is approved for laser devices	Just as long as the media is approved for laser devices	Just as long as the media is approved for laser devices	Just as long as the media is approved for laser devices	Just as long as the media is approved for laser devices	Just as long as the media is approved for laser devices

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,	yes	yes	yes	yes	yes	yes	yes
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	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5
68	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	FM Audit Version 3.7.6	FM Audit Version 3.7.6	FM Audit Version 3.7.6	FM Audit Version 3.7.6	FM Audit Version 3.7.6	FM Audit Version 3.7.6	FM Audit Version 3.7.6
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 Cartridges Maximum 3 minutes. Staple Cartridges: 1 minute	Toner Cartridges Maximum 3 minutes. Staple Cartridges: 1 minute	Toner Cartridges Maximum 3 minutes. Staple Cartridges: 1 minute	Toner Cartridges Maximum 3 minutes. Staple Cartridges: 1 minute	Toner Cartridges Maximum 3 minutes. Staple Cartridges: 1 minute	Toner Cartridges Maximum 3 minutes. Staple Cartridges: 1 minute	Toner Cartridges Maximum 3 minutes. Staple Cartridges: 1 minute
	Email notifications will be sent automatically to the designated COUNTY key operator and the	Yes	Yes	Yes	Yes	Yes	Yes	Yes

70	<p>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</p>						
71	<p>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)</p>	5 color and 45 mono if, Auto Color is selected	5 color and 45 mono if, Auto Color is selected	5 color and 45 mono if, Auto Color is selected	5 color and 45 mono if, Auto Color is selected	5 color and 45 mono if, Auto Color is selected	5 color and 45 mono if, Auto Color is selected

D. COPIER/MFD SPECIFIC DEVICE FUNCTIONALITIES RICOH COLOR

#	Segment	1	2	3	4	5	6
	Device Model	Ricoh IM C2000	IM C2500	IM C3500	IM C4500	MP C6503	MP C8003
1	NEMA plug configuration type	5-15R	5-15R	5-15R	5-15R	5-20R	6-20R
2	Brand and model of included power surge protector (line conditioner)	N/A	N/A	N/A	N/A	N/A	N/A
3	Power consumption (running)	422w	454w	507w	533w	1.9kw	2.4kw
4	Power consumption (idle)	45w	45w	47w	47w	195w	205w
5	Power consumption (off)	.54w	.54w	.53w	.53w	1w	1.2w
6	Energy reduction Features	Lowest TEC	Lowest TEC	Lowest TEC	Lowest TEC	Lowest TEC	Lowest TEC
7	Does the model offer full-bleed letter and ledger –size printing?	No	No	No	No	No	No
8	Reduction in printing speed vs. rated copy per-minute speed (percentage basis)	None	None	None	None	None	None
9	Material Safety Data Sheet (MSDS) included in RMC provided literature	Sent in separate email	Sent in separate email	Sent in separate email	Sent in separate email	Sent in separate email	Sent in separate email
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	No copy & fax at same time	No copy & fax at same time	No copy & fax at same time	No copy & fax at same time	No copy & fax at same time	No copy & fax at same time
12	Print/copy jobs are not stored on the Copier/MFD's hard drive after printing	Not stored	Not stored	Not stored	Not stored	Not stored	Not stored
13	Page Description Language (PDL) compatibilities, including version numbers, are included in CONTRACTOR's pricing.	Yes	Yes	Yes	Yes	Yes	Yes

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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
32	A brief description of the most efficient method of installing device print, fax and scan driver software for each model on COUNTY workstations	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers	Executable file can be used to auto install drivers
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	Yes
	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	Yes
34	The Copier/MFD model offers embedded Bates Stamping capabilities	No	No	No	No	No	No	No	Yes
35	Printing/scanning to/from a USB thumb/flash drive is included on each of the models	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
36	The scanning system for each Copier/MFD is configured to support common network user authorization, authentication	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
37									

	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
39	Each Copier/MFD need to be programmed manually (remotely or otherwise) to incorporate each authorized user's email addresses	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
40	Each Copier/MFD allows scanned documents to be encrypted for security purposes.	Yes	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	Yes
42	Users wishing to utilize the included scan-to-email function are authenticated	Yes	Yes	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
44	Multiple pages can be scanned and either emailed or stored without having to go back-and-forth between the device	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

	and the PC workstation between each page	Option	Option	Option	Option	Option	Option	Option	Option
45	The scanning solution includes OCR software with advanced desktop layout analysis for editing, archiving and sharing	Option	Option	Option	Option	Option	Option	Option	Option
46	Walk-up Copier/MFD users have access to a full-size integrated QWERTY keyboard	Option	Option	Option	Option	Option	Option	Option	Option
47	Users can search for available network folders on the Copier/MFD screen to determine where to send scanned documents	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
48	Color scanning capability is included on any of the monochrome models	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
49	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 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
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	Yes	Yes	Yes	Yes	Yes	Yes	Yes
52	Users can scan to a Windows share	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

	location or to FTP (Internet transfer) on each Copier/MFD	No	No	No	No	No	No	No	No
53	The device can scan images into WYSIWIG web-based HTML files	No	No	No	No	No	No	No	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	No	No	No	No	No	No	No	No
55	The maximum resolution of the scanned image	600	600	600	600	600	600	600	600
56	Automatic de-speckling and de-skewing of the scanned image	With OCR option	With OCR option	With OCR option	With OCR option	With OCR option	With OCR option	With OCR option	With OCR option
57	The color depth of the scanned image	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi	600dpi
58	The ability to scan to shared network folder	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
59	The ability to scan to an email address	Yes	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
61	The finisher for each Copier/MFD is internal or external to the device	Yes	Yes	Yes	Yes	Yes	Yes	Yes	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	User defined	User defined	User defined	User defined	User defined	User defined	User defined	User defined

	Copier/MFD model									
63	The finisher support 2-hole punching in addition to 3-hole punching (Segment 4a, 4b, 5 and 6 units only)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
64	The finisher offer subset stapling	No	No	No	No	No	No	No	No	No
65	The item numbers and brand names for mailing labels and transparencies that are compatible with units	All laser approved media is compatible	All laser approved media is compatible	All laser approved media is compatible	All laser approved media is compatible	All laser approved media is compatible	All laser approved media is compatible	All laser approved media is compatible	All laser approved media is compatible	All laser approved media is compatible
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,	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5	PCL6 for universal print v4.5
68	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	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
69	The components or parts are considered user-replaceable for each model. Further, the approximate aggregate time	Toner	Toner	Toner	Toner	Toner	Toner	Toner	Toner	Toner

	involvement to replace these components or parts per unit per month								
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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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)	Will Be billed for 5 color and 45 monochrome	Will Be billed for 5 color and 45 monochrome	Will Be billed for 5 color and 45 monochrome	Will Be billed for 5 color and 45 monochrome	Will Be billed for 5 color and 45 monochrome	Will Be billed for 5 color and 45 monochrome	Will Be billed for 5 color and 45 monochrome	Will Be billed for 5 color and 45 monochrome

E. OTHER SPECIFICATIONS

a. Follow-Me Print Solution

Canon Uniflow is offered in two forms: Cloud and On-Premise. The Cloud option is a monthly subscription fee per user. There are two Uniflow cloud services available. The first option is HID authentication with "Send-To Myself" and the section option can be added which offer "Follow-Me," "Mobile Printing," "Google/Box/One-Drive/SharePoint" scanning capability.

PaperCut software is a flat monthly fee per MFP device that has two options. The first option is a flat monthly fee for "Follow-Me" and "Mobile Printing" and the second option is to enable Google access from the device.

The Contractor shall ensure that UniFLOW / 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 if subscribed.

Please see Exhibit E for pricing

EXHIBIT C
IMPLEMENTATION PLAN FOR COPIERS/MFDs

A. INTRODUCTRTION 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 (Uniflow/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 Uniflow/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 Uniflow/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 Uniflow/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 Uniflow/Papercut software. The Contractor shall ensure that implementation of Uniflow/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 FMAudi, 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 eight (8) 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 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, 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:

Ray Morgan Company
470 Boulder Court, Suite A
Pleasanton, CA 94566

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 35% discount for year 1, 30% discount for year 2 and 50% discount for two (2) year extension commitment, 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, Uniflow/PaperCut, 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 uniFLOW/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. Jamie L. Williams
Major Account Executive
jlwilliams@raymorgan.com
650-678-1200
 2. Richard Whitlock
Executive VP
rwhitlock@raymorgan.com
925-519-4545
 3. Kim Brouns
Office Manager
kbrouns@raymorgan.com
925-400-4174
 4. Ron Yee
VP of Service
rye@raymorgan.com
925-400-4184

5. Sunil Prasad
Service Lead
spasad@raymorgan.com
510-340-8898

6. Field Technicians
 1. Sunil Prasad – Manager - (HP/Canon/ Ricoh)
510-340-8898
spasad@raymorgan.com

 2. Earl Mercado - (Canon)
415-310-7149
emercado@raymorgan.com

 3. Rod Habon - (Canon)
510-513-1734
rhabon@raymorgan.com

 4. Edgar De La Cruz - (HP)
925-404-4128
edelacruz@raymorgan.com

 5. Cesar Segura - (HP/Canon)
925-596-3295
csegura@raymorgan.com

 6. Bernard Courtade - (HP/Canon)
510-427-6563
bcourtade@raymorgan.com

 7. Tim Siu - (HP)
925-200-4415
tsiu@raymorgan.com

 8. Zhijian Deng - (HP/Canon/ Ricoh)
510-460-8714
zdeng@raymorgan.com

 9. Nowee Francisco - (HP)
650-270-1689
nfrancis@raymorgan.com

- 10. Mark Smelosky - (Canon)
916-217-0295
msmelosk@raymorgan.com

- 11. Glen Chaw - (Canon)
925-519-3201
gchaw@raymorgan.com

- 12. Franco Ochoa – (Canon)
408-318-3316
fochoa@raymorgan.com

- 13. Anthony Singh – (HP/ Samsung)
510-606-0851
asingh@raymorgan.com

- 7. Service/ Support
Email: service@raymorgan.com
Phone: 866-754-7677

- 8. Supply Management
Email: supplies@raymorgan.com
Phone: 866-754-7677

EXHIBIT E

PRICING SUMMARY FOR COPIER/MFD MODELS

A. COPIER/MFD CANON – MONOCHROME PRICING

Segment	PPM/ Speed	MFD Model	Device Monthly Lease Cost	Cost Per Copy Black & White
1	15-20	Canon IRA 1435	\$13.57	\$0.01
1	15-20	Canon IRA 1435I	\$12.28	\$0.01
1	15-20	Canon IRA 1435P	\$11.77	\$0.01
2	21-30	Canon IRA 4525i	\$54.25	\$0.005
3	31-40	Canon IRA 4535i	\$60.77	\$0.005
4	41-69	Canon IRA 4545i	\$73.12	\$0.005
4	41-69	Canon IRA 4551i	\$112.95	\$0.005
4	41-69	Canon IR 6555iii	\$132.98	\$0.005
4	41-69	Canon IR 6565iii	\$139.99	\$0.005
5	70-90	Canon IRA 6575iii	\$142.18	\$0.004
5	70-90	Canon IR 8585 iii	\$233.87	\$0.004
6	90+	Canon IRA 8595 iii	\$268.75	\$0.004
6	90+	Canon IRA 8505 iii	\$388.21	\$0.004

LIST OF ADDITIONAL OPTIONS/FEATURES, INCLUDING SOFTWARE – M

Item	Description	3-Year Lease/ Monthly cost
Seg 1	Extra Cassette	\$4.80
Seg 1	Cabinet	\$2.17
Seg 1	PDF Security	\$14.77
Model Canon	Canon IRA 4525-4551	
Seg 2,3 4	DADF-AV1	
Seg 2,3 4	Cabinet	\$8.81
Seg 2,3,4	Single Pass DADF-A1	\$2.17

Seg 2, 3, 4	High Capacity Cassette Feeder B-1	\$18.80
Seg 2, 3, 4	Cassette with Stand (5 x 500)	\$21.78
Seg 2, 3, 4	Paper Deck Unit F1	\$12.00
		\$23.69
Seg 2, 3, 4	Inner Finisher	\$31.68
Seg 2, 3, 4	Hole Punch Inner Finisher	\$8.81
Seg 2, 3, 4	Staple Finisher Y-1	\$38.28
Seg 2, 3, 4	Booklet Finisher Y-1	\$49.30
Seg 2, 3, 4	Buffer Pass Unit (needed for Y-1)	\$5.31
Seg 2, 3, 4	2/3 Hole Punch for Y-1	\$11.99
Seg 2, 3, 4	Super G 3 Fax Board	\$9.54
Seg 2, 3, 4	HID Card Reader	\$6.03
Seg 2, 3, 4	HDD Mirroring / Encryption	\$31.99
Seg 2, 3, 4	Surge Protector	\$10.64
Seg 4,5	Paper Deck (3,500 sheets)	\$31.84
Seg 4,5	Staple Finisher V2	\$32.38
Seg 4,5	Booklet Finisher V-1	\$83.57
Seg 4,5	2/3 Hole Punch Unit A-1	\$9.92
Seg 4,5	Super G3 Fax Board	\$12.93
Seg 4,5	HID Card Reader	\$6.03
Seg 4,5	HDD Mirroring / Encryption	\$31.99
Seg 4,5	Surge Protector	\$12.36
Seg 6	Paper Deck E1	\$31.95
Seg 6	Staple Finisher	\$66.08
Seg 6	Booklet Finisher	\$84.51
Seg 6	2/3 Hole Punch	\$11.68
Seg 6	Super G 3 Fax Board	\$9.64
Seg 6	HID Card Reader	\$6.03
Seg 6	HDD Mirroring /Encryption	\$31.99
Seg 6	Surge Protector	\$12.36
All Segments	Google Drive Access (one time setup charge based on department size)	
	Enterprise Document Creation Software (per user) Cash Price	Single Seat \$99.99
All Segments	Optional – HID Authentication with send to myself button	\$1.50 per user per month
All Segments	Optional – Follow-me / Mobile / Tracking***	\$5.50 per user per month
	***Scan to Google / Box / OneDrive / Sharepoint / Drop Box / Scan to PDF/Win	

B. COPIER/MDF CANON – COLOR PRICING

Segment	PPM/ Speed	MFD Model	Device Monthly Lease Cost	Cost Per Copy Black & White	Cost per Copy Color
1	15-20	Canon IRA C3525i	\$53.96	\$0.01	\$0.045
2	21-30	Canon IRA C3525ii	\$53.96	\$0.005	\$0.045
2	21-30	Canon IRA C3530iii	\$75.23	\$0.005	\$0.045
3	31-40	Canon IRA	\$78.41	\$0.005	\$0.045
3	31-40	C5535iii Canon IRA C5540iii	\$90.89	\$0.005	\$0.045
4	41-69	Canon IRA	\$91.24	\$0.005	\$0.045
4	41-69	C5550iii	\$165.23	\$0.005	\$0.045
4	41-69	Canon IRA C5560iii Canon IRA C7565iii	209.57	\$0.005	\$0.045
5	70-90	Canon IRA C7570i	\$218.33	\$0.004	\$0.04
6	90+	Canon IRA C7580 (80 ppm)	\$264.02	\$0.004	\$0.04

LIST OF ADDITIONAL OPTIONS/FEATURES, INCLUDING SOFTWARE

Item	Description	3-Year Lease/ Monthly cost
Seg 1, 2	Cabinet	\$4.12
Seg 1, 2	Cassette Stand (2 x 550 sheets)	\$14.33
Seg 1, 2	Inner Staple Finisher	\$15.02
Seg 1, 2	Super G 3 Fax	\$13.93
Seg 1, 2	External Staple Finisher AA-1	\$43.26
Seg 1, 2	2/3 Hole Punch	\$9.92
Seg 1, 2	HID Card Reader	\$6.03
Seg 1, 2	HDD Mirroring /Encryption	\$31.99
Seg 1, 2	Surge Protector	\$10.64

Seg 3, 4	Canon IRA C5535-Canon C5560	
Seg 3, 4	Cabinet	\$4.12
Seg 3, 4	High Cap Cassette Feed Unit A-1	\$21.92
Seg 3, 4	Cassette Stand (2 x 550 sheets)	\$13.16
Seg 3, 4	Inner Staple Finisher	\$14.33
Seg 3, 4	Inner 2/3 Hole Punch	\$8.81
Seg 3, 4	Super G 3 Fax	\$13.89
Seg 3, 4	External Staple Finisher Y-1	\$31.68
Seg 3, 4	Booklet Finisher Y-1	\$59.77
Seg 3, 4	Buffer Pass Unit (for Y1 Finishers)	\$5.31
Seg 3, 4	2/3 Hole Punch	\$8.81
Seg 3, 4	HID Card Reader	\$6.03
Seg 3, 4	HDD Mirroring /Encryption	\$31.99
Seg 3, 4	Surge Protector	\$10.64
Seg 4,5,6	Canon IRA C7565-Canon IRA C7580	
Seg 4,5,6	Paper Deck E-1	\$61.92
Seg 4,5,6	Staple Finisher X-1	\$84.51
Seg 4,5,6	Staple Finisher V2	\$32.38
Seg 4,5,6	Booklet Finisher V2	\$83.32
Seg 4,5,6	2/3 Hole Punch	\$9.92
Seg 4,5,6	Super G3 Fax Board	\$13.93
Seg 4,5,6	HID Card Reader	\$6.03
Seg 4,5,6	HDD Mirroring / Encryption	\$31.99
Seg 4,5,6	Surge Protector	\$10.64

C. COPIER/MFD RICOH – MONOCHROME PRICING

Segment	PPM/ Speed	MFD Model	Device Monthly Lease Cost	Cost Per Copy Black & White
1	15-20	Ricoh IM 350 F	\$41.87	\$0.01
1	15-20	Ricoh IM 450 F	\$42.33	\$0.01
2	21-30	Ricoh MP2555SP	\$80.98	\$0.005
2	21-30	Ricoh MP3055SP	\$115.10	\$0.005
3	31-40	Ricoh MP3555SP	\$130.49	\$0.005
3	31-40	Ricoh MP4055SP	\$93.24	\$0.005
4	41-69	Ricoh MP5055SP	\$95.89	\$0.005
4	41-69	Ricoh MP6055SP	\$132.00	\$0.005
4	41-69	Ricoh MP 6503SP	\$158.24	\$0.005
5	70-90	Ricoh MP7503	\$160.83	\$0.004
6	90+	Ricoh MP9003	\$254.20	\$0.004

LIST OF ADDITIONAL OPTIONS/FEATURES, INCLUDING SOFTWARE

Item	Description	3-Year Lease/ Monthly cost
Seg 1	Offline Stapler Type 34	\$6.13
Seg 1	Optional Counter Interface Unit Type M12	\$1.82
Seg 1	Paper Feed Unit PB 1110 (1 x 250 sheets)	\$3.99
Seg 1	Paper Feed Unit PB 1120 (1 x 500 sheets)	\$7.14
Seg 1	Caster Table Type M34	\$6.25
Seg 1	Postscript 3 Tyme M34	\$13.09
Seg 1	IPDS Unit Type M34	\$22.95
Seg 1	OCR Unit Typoe M13	\$4.27
Seg 1	Extended USB Keyboard	\$11.64
Seg 1	File Format Converter	\$9.34
Seg 1	IEEE 802.11 interface Unit Type M24	\$15.06
Seg 1	USB Device Server Option Type M 19A	\$2.12
Seg 1	NFC Card Reader Type M27	\$3.87
Seg 1	ESP XG ZPCS-15D	\$10.67
Seg 1	ESPS1 ESP Powerfilter	\$12.65
Seg 1	Medium Cabinet Type P	\$2.65

Seg 1	Tall Cabinet Type Q	\$2.65
Seg 1	HID Card Reader	\$6.03
Seg 2,3,4	Ricoh MP 2555 – Ricoh MP 6055	
Seg 2,3,4	Cabinet Type F	\$3.20
Seg 2,3,4	Paper Feed Unit PB 3220	\$16.04
Seg 2,3,4	Paper Feed LCIT 3260	\$16.04
Seg 2,3,4	LCIT RT 3030	\$25.86
Seg 2,3,4	Internal Shift Tray	\$5.69
Seg 2,3,4	! Bin Tray	\$7.48
Seg 2,3,4	Internal Finisher (SR 3180)	\$17.15
Seg 2,3,4	Punch Unit PU 3040	\$9.23
Seg 2,3,4	Finisher SR 3120	\$27.99
Seg 2,3,4	Booklet Finisher SR 3220	\$46.22
Seg 2,3,4	Punch Unit PU 3050 NA	\$10.03
Seg 2,3,4	Bridge Unit BU 3070	\$4.18
Seg 2,3,4	OCR Unit Type M 13	\$4.51
Seg 2,3,4	Card Reader Bracket Type 3352	\$2.09
Seg 2,3,4	Fax option Type M29	\$8.34
Seg 2,3,4	PostScript 3	\$9.26
Seg 2,3,4	HID Card Reader	\$6.03
Seg 2,3,4	Surge Protector+	\$10.67
Seg 4,5,6	Ricoh MP 6503-9003	
Seg 4,5,6	LCIT RT 4040	\$24.81
Seg 4,5,6	Finisher SR 4120	\$49.63
Seg 4,5,6	Booklet Finisher SR 4130	\$92.73
Seg 4,5,6	Finisher SR 4080	\$85.01
Seg 4,5,6	Punch Unit PU 3060	\$14.66
Seg 4,5,6	2/3 Hole Punch Type 1075	\$14.66
Seg 4,5,6	Output Jogger Type M 25	\$6.03
Seg 4,5,6	Tab Sheet Holder Type 9002	\$1.24
Seg 4,5,6	Card Reader Bracket Type 3352	\$2.53
Seg 4,5,6	Optional Counter Interface M12	\$1.34
Seg 4,5,6	G3 Interface Unit Type M25	\$10.37
Seg 4,5,6	64 MB Fax Memory unit Type 25	\$1.52
Seg 4,5,6	Postscript 3 Type 25	\$35.19
Seg 4,5,6	File Format M19	\$10.00
Seg 4,5,6	OCR Unit Type M13	\$4.51
Seg 4,5,6	Data Overwrite Security Type M19	\$5.17
Seg 4,5,6	NFC Card Reader Type M19	4.59
Seg 4,5,6	Smart Card Reader Built In	1.66
Seg 4,5,6	HID Card Reader	6.03
Seg 4,5,6	Surge Protector	\$10.67

All Segments	Follow-Me and Mobile Printing	\$55 per device per month
All Segments	Google Access	\$35.22

D. COPIER/MFD RICOH – COLOR PRICING

Segment	PPM/ Speed	MFD Model	Device Monthly Lease Cost	Cost Per Copy Black & White	Cost per Copy Color
1	15-20	Ricoh IMC2000	\$64.80	\$0.01	\$0.0059
2	21-30	Ricoh IMC2500	\$78.92	\$0.005	\$0.045
2	21-30	Ricoh IMC3000	\$83.95	\$0.005	\$0.045
3	31-40	Ricoh IMC3500	\$86.43	\$0.005	\$0.045
4	41-69	Ricoh IM C4500	\$88.49	\$0.005	\$0.045
4	41-69	Ricoh IM C6000	\$153.00	\$0.005	\$0.045
5	70-90	Ricoh C6504	\$186.26	\$0.004	\$0.04
6	90+	Ricoh C8003 (80 ppm)	\$293.93	\$0.004	\$0.04

LIST OF ADDITIONAL OPTIONS/FEATURES, INCLUDING SOFTWARE:

Item	Description	3-Year Lease/ Monthly cost
Seg 1, 2	Paper Feed PB 3270 (1 x 550)	\$7.77
Seg 1, 2	Paper Feed PB3300 (2 x 550)	\$13.69
Seg 1, 2	Caster Type M3	\$6.95
Seg 1, 2	Cabinet Type F	\$3.20
Seg 1, 2	One Bin Tray BN 3130	\$7.48
Seg 1, 2	Internal Shift Tray SH 3080	\$17.54
Seg 1, 2	Internal Finisher SR 3250	\$27.99
Seg 1, 2	Internal Finisher SR 3300	\$18.48
Seg 1, 2	Punch Unit PU 3070	\$10.03
Seg 1, 2	Punch Unit PU 3080	\$10.03
Seg 1, 2	Booklet Finisher SR 3270-	\$46.22
Seg 1, 2	Bridge Unit 3090	\$4.98
Seg 1, 2	Post Script 3 Unit Type M37	\$9.28
Seg 1, 2	OCR Unit Type M13	\$4.51
Seg 1, 2	IEEE 802.11 Interface M 19	\$9.34
Seg 1, 2	Key counter Type M3	\$15.06
Seg 1, 2	File Format Converter M19	\$9.34
Seg 1, 2	VM Card Type 37	\$2.00

Seg 1, 2	Device Server Option Type 37	\$2.12
Seg 1, 2	Fax Option M37	\$8.34
Seg 1, 2	Fax Memory M 19	\$2.00
Seg 1, 2	G3 Interface 37	\$6.72
Seg 1, 2	Smart Card Reader Type 37	\$1.66
Seg 1, 2	NFC Card Reader M 37	\$4.99
Seg 1, 2	External Key Board Reader M19	\$11.64
Seg 1, 2	Optional Counter Interface M 12	\$1.82
Seg 1, 2	Memory Type M 37	\$3.00
Seg 3,4	Paper Feed PB3280 (2 x 550)	\$12.14
Seg 3,4	Cabinet Type F	\$3.20-
Seg 3,4	One Bin Tray BN 3130	\$7.48
Seg 3,4	Internal Shift Tray SH 3080	\$17.54
Seg 3,4	Internal Finisher SR 3250	\$27.99
Seg 3,4	Internal Finisher SR 3300	\$18.48
Seg 3,4	Punch Unit PU 3070	\$10.03
Seg 3,4	Punch Unit PU 3080	\$10.03
Seg 3,4	Booklet Finisher SR 3270-	\$46.22
Seg 3,4	Bridge Unit 3090	\$4.98
Seg 3,4	Post Script 3 Unit Type M37	\$9.28
Seg 3,4	OCR Unit Type M13	\$5.41
Seg 3,4	IEEE 802.11 Interface M 19	\$9.31
	Key counter Type M3	\$15.06
	File Format Converter M19	\$9.34
	VM Card Type 37	\$2.00
	Device Server Option Type 37	\$2.12
	Fax Option M37	\$8.34
	Fax Memory M 19	\$2.00
	G3 Interface 37	\$6.72
	Smart Card Reader Type 37	\$1.66
	NFC Card Reader M 37	\$4.99
	External Key Board Reader M19	\$11.64
	Optional Counter Interface M 12	\$1.82
	Memory Type M 37	\$3.00
Seg 4,5	Ricoh MPC 6503 Ricoh C8003	\$17.05
Seg 4,5	LCIT RT 4050	\$86.58
Seg 4,5	LCIT 4020	\$38.73
Seg 4,5	SR 4120Finisher	\$49.63
Seg 4,5	Booklet Finisher SR 4130	\$92.73
Seg 4,5	Punch Unit PU 3060	\$9.25
Seg 4,5	Cooling Fan Type 26	\$8.92
Seg 4,5	Cooling Fan M 31	\$8.92

Seg 4,5	2/3 Hole Punch 1075	\$9.25
Seg 4,5	Cover Interpose CI 4020	\$61.17
Seg 4,5	Cover Interposer CI 4040	\$17.98
Seg 4,5	Output Jogger Type M25	\$6.03
Seg 4,5	Multifolding Option FD 4000	\$144.25
Seg 4,5	Tab Sheet Holder M2	\$1.08
Seg 4,5	11 x 17 Tray Unit	\$26.26
Seg 4,5	Card Reader Bracket	\$2.05
	Fax Option M26	\$11.59
	64 MB Memory Fax	\$1.97
	Post Script 3	\$8.25
	XPS Direct Print	\$1.53
	IPDS Unit Type 25	\$27.81
	Extended USB Board M19	\$11.54
	File Format Converter M19	\$9.02
	OCR M13	\$4.27
	Data Overwrite M19	\$5.29
	External Keyboard M25	\$1.20
	External Keyboard No bracket	\$0.96
	NFC Card Reader Type 19	\$4.37
	Smart Card Reader Type 19	\$1.38
	HID Card Reader	\$6.03
	Surge Protector	\$10.67

E. MPS - Devices

Segment	PPM/ Speed	MFD Model	Monthly Lease Cost	Cost Per Copy/ B&W	Cost Per Copy/ Color
1	15-20	HP E72525	\$47.82	\$.0167	
2	21-30	HP E72535	\$59.35	\$.0167	
3	31-40	HP E87640	\$71.61	\$.0165	\$.07
4	41-69	HP E87660	\$95.70	\$.0165	\$.07
5	70-90	HP E77660	\$103.87	\$.0165	\$.07
6	90+				

LIST OF ADDITIONAL OPTIONS/FEATURES, INCLUDING SOFTWARE:

Item	Description	3 Yr Lease Cost
Seg 1	Extra Cassette	\$4.80
Seg 1	Cabinet	\$2.35
Seg 2, 3, 4	Cassette with Stand (5 x 500)	\$8.44
Seg 2, 3, 4	Inner Staple Finner	\$15.31
Seg 2 - 5	Hole Punch Inner Finisher	\$7.34
Seg 2 - 5	High Capacity External Finisher	\$31.88
Seg 2 - 5	Hole Punch External Finisher	\$9.92
Seg 2 - 5	Paper deck (3,500 sheets)	\$31.69
Seg 2 - 5	High Capacity Cassette / Stand	\$15.76
All Segs	Fax Kit	\$12.31
All Segs	HID Card Reader	\$6.03

F. MISCELLANIOUR PRICING

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

G. 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 35% discount for months 37 through 48 will apply if a purchase order has an initial term of 48 months, or is extended to a 48-month term; and if 48-month term purchase order is subsequently extended to a 60-month term, the pricing for months 49 through 60 shall be 30% lower than the pricing for months 37 through 48 of the purchase order term.
- b. A 50% discount for months 37 through 60 will apply if a purchase order is extended from a 36-month term to a 60 month term, or if a purchase order is issued for a 60-month term.

H. SOFTWARE PRICING

Item #	Description	Price
1.	EPIC Integration for 80 to 800 users	\$2,430.83 per month
2.	HID card swipe authentication (Canon – Uniflow/PaperCut Cloud)	\$1.50 per month per user
3.	Follow-me printing, mobile print, device & user tracking, scan to Google, scan to Box, Drive, SharePoint & Dropbox (Canon – Uniflow/PaperCut Cloud)	\$5.50 per month per user
4.	Follow-me Printing & mobile printing (Ricoh/HP via Univlow/Papercut – On-Premise)	\$55.00 per month per device
5.	Google access (Ricoh/HP via Uniflow/Papercut – On-Premise)	\$35.22 per month per device
6.	HID Card Readers (Ricoh/HP via Uniflow/Papercut – On-Premise)	\$6.03 per month
7.	OCR software: Canon Advanced Desktop	\$99.00 per year per user
8.	OCR software: eCopy PDF Office Pro	\$99.00 per year per user

9.	Hard Disk Drive Mirroring & Encryption	\$31.00 per device per month (36 month lease)
10.	Hard Disk Drive Removal Kit	\$31.00 per device per month (36 month lease)
11.	Hard Disk Password Lock professional services set up	\$150.00 set up fee
12.	Encrypted PDF – One time activation fee	\$150.00 per device
13.	Encrypted Secure Print – One time activation fee	\$150.00 per device
14.	User Signature – One time activation fee	\$150.00 per device
15.	Document Scan Locking	\$60.00 per device per month (36 month lease)
16.	Secure Watermark – One time activation fee	\$150.00 per device
17.	Copy Data Overwrite Security (see Ricoh Catalog)	\$0.00 - \$11.65 per device per month (36 month lease)

I. UNIFLOW PRICING:

Product Item Number Quantity monthly Lease
UniFLOWEnterprise

uniFLOW Enterprise Server (Unlimited Users) 3575B005AA 1 \$ 262.35
uniFLOW Additional Office Module Enterprise Edition 3575B006AA 1 \$ 105.98
uniFLOW Remote Print Server Enterprise Edition Qty-1 3575B009AA 1 \$ 53.51
uniFLOW Remote Print Server Enterprise Edition Qty-10 3575B010AA 1 \$ 480.52
uniFLOW Remote Print Server Enterprise Edition Qty-25 3575B012AA 1 \$ 1,138.81

uniFLOWCorporate

uniFLOW Corporate Server (500 Users Concurrent) 3575B014AA 1 \$ 147.75
uniFLOW Additional Office Module Corporate Edition 3575B015AA 1 \$ 64.90
uniFLOW Remote Print Server Corporate Edition Qty-1 3575B018AA 1 \$ 38.32

uniFLOWBusiness Edition

uniFLOW Business Server (250 Users Concurrent) 3575B019AA 1 \$ 82.16
uniFLOW Additional Office Module Business Edition 3575B020AA 1 \$ 28.65
uniFLOW Remote Print Server Business Edition Qty-1 3575B023AA 1 \$ 28.65

uniFLOWWorkgroup

uniFLOW Workgroup Server (50 Users Concurrent) 3575B024AA 1 \$ 45.91
uniFLOW Additional Office Module Workgroup Edition 3575B025AA 1 \$ 28.65
uniFLOW Remote Print Server Workgroup Edition Qty-1 3575B134AA 1 \$ 28.65

Universal Login Manager

Universal Login Manager - 1 Device License 3575B372AA 1 \$ 7.59
Universal Login Manager - 5 Device License 3575B373AA 1 \$ 35.90
Universal Login Manager - 10 Device License 3575B374AA 1 \$ 66.62
AA Print Includes 1 license of Univ Login Manager 4164BG18AA 1 \$ 27.62

UniFlow SMB

UniFlow SMB MEAP 3575B345AA 1 \$ 25.54
UniFlow SMB CMFP 3575B346AA 1 \$ 22.44
UniFlow SMB Remote Print Server 3575B348AA 1 \$ 44.88
UniFlow SMB Module (Rules Based Routing,
Desktop Accounting, 3I5n7t5eBrn3e4t7GAaAteway) 1 \$ 44.88
UniFlow SMB Scan License Per Device 3575B466AA 1 \$ 22.44

MEAP SPP \$ -

uniFLOW MEAP-Device ID License 1 Device 3575B028AA 1 \$ 18.30
uniFLOW MEAP-Device ID License 5 Device 3575B308AA 1 \$ 83.19
uniFLOW MEAP-Device ID License 10 Device 3575B029AA 1 \$ 149.13
uniFLOW MEAP-Device ID License 25 Device 3575B030AA 1 \$ 346.24
uniFLOW MEAP-Device ID License 50 Device 3575B031AA 1 \$ 639.31
uniFLOW MEAP-Device ID License 75 Device 3575B032AA 1 \$ 879.57
uniFLOW MEAP-Device ID License 100 Device 3575B033AA 1 \$ 1,067.01
uniFlow MEAP Device ID License 250 Device 3575B161AA 1 \$ 2,364.27
uniFlow Samsung Device License 1 Device 3575B582AA 1 \$ 20.71

MEAP Login Only

uniFLOW MEAP Login Only-Device ID License 1 Device 3575B258AA 1 \$ 7.59
uniFLOW MEAP Login Only-Device ID License 10 Device 3575B259AA 1 \$ 66.62
uniFLOW MEAP Login Only-Device ID License 25 Device 3575B260AA 1 \$ 158.10
uniFLOW MEAP Login Only-Device ID License 50 Device 3575B261AA 1 \$ 299.29
uniFLOW MEAP Login Only-Device ID License 75 Device 3575B262AA 1 \$ 424.60
uniFLOW MEAP Login Only-Device ID License 100 Device 3575B263AA 1 \$ 533.33

CMFP MEAP License

uniFLOW Login Device License for CMFP 1 Device 3575B197AA 1 \$ 6.90
uniFLOW Login Device License for CMFP 10 Device 3575B198AA 1 \$ 62.48
uniFLOW Login Device License for CMFP 25 Device 3575B199AA 1 \$ 151.89
uniFLOW Login Device License for CMFP 50 Device 3575B200AA 1 \$ 295.84
uniFLOW Login Device License for CMFP 75 Device 3575B201AA 1 \$ 431.85

SFP Printer License \$ -

SPP Device License for SFP MEAP - 1 Device 3575B322AA 1 \$ 5.52
SPP Device License for SFP MEAP - 10 Device 3575B323AA 1 \$ 50.74

C. FMAudit End User License Agreement



FMAudit License, Maintenance and Support Agreement

eCommerce Industries, Inc. ("ECI")
4400 Alliance Gateway Freeway, Suite 154
Ft. Worth, Texas 76177

("Licensee") Ray Morgan Company
Address: 3131 Esplanade
City, State, ZIP: Chico, CA 95973-0202

The parties named above agree as follows, as of 10-26-2012 (the "Effective Date"):

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(a) The Start-Up Fees and Subscription Fees are set forth in the applicable Order Form. All fees are due and payable within thirty (30) days from date of invoice and will be invoiced to Licensee by ECI on a quarterly basis, except for any Start-Up Fees and the first three (3) months of Subscription Fees, which are due and payable upon the Effective Date. Any payment not made when due will bear interest from the date due until paid at the rate of the lesser of 1.5% per month (18% per year), compounded monthly, or the highest rate allowed by law. Licensee will also be liable for all reasonable costs incurred by ECI to collect any past due payments, including attorneys fees. A fee of \$25 will apply to any check that is not honored.

(b) Any time after five (5) years following the Effective Date and not more frequently than once annually thereafter, ECI may increase the Subscription Fee upon thirty (30) days written notice to Licensee, and Licensee agrees to pay any such increases; provided, however, that no such increase shall be greater than ten percent (10%) above the prior year's Subscription Fee.

(c) All on-site support services will be billable according to ECI's then-current rates, plus reasonable travel and lodging expenses as approved by Licensee.

(d) All prices are exclusive of taxes, if any, on the Software and services; all sales and other taxes required to be remitted by ECI shall be payable by Licensee upon invoice by ECI.

13. IP Infringement; Indemnification. (a) ECI shall, at its sole cost and expense, defend and settle any claim brought by a third party against Licensee alleging that the Software infringes any U.S. patent, trade secret, trademark or copyright of any third party ("Infringement Claim"). ECI shall have the sole and exclusive right to defend and settle any Infringement Claim. In the event of an Infringement Claim, ECI shall also have the right, at its sole cost and expense, to (i) repair or replace the Software so that it is non-infringing (providing the repaired or replacement software has the same or substantially similar functionality as the Software); or (ii) acquire a license for Licensee to continue to use the Software. If neither (i) nor (ii) are reasonably possible to ECI, then ECI may terminate this Agreement upon written notice and pay to Licensee an amount equal to the total Subscription Fees paid by Licensee in the six (6) month period immediately preceding such termination. This Section states Licensee's sole and exclusive remedy, and ECI's sole and exclusive obligation, with respect to an Infringement Claim. ECI shall have no obligations under this Section to the extent that Licensee modifies (or has modified on its behalf) the Software or combine the Software with other software, hardware or other technology not provided by ECI.

(b) Licensee shall indemnify, defend and hold ECI and its affiliates, officers, directors and employees harmless from and against any and all claims, actions, liabilities, expenses, costs, or losses arising from (i) Licensee's modification of the Software; (ii) Licensee's combination, interface, operation or use of the Software with Third Party Products or Services; (iii) misuse of the Software by Licensee or any other third party; (iv) the acts (or any failure to act) of Licensee hereunder; and (v) any breach by Licensee of its obligations under this Agreement the Agreement.

14. LIMITATION OF LIABILITY. ECI SHALL NOT BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THE SOFTWARE OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ECI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE IS SOLELY RESPONSIBLE FOR THE USE, OPERATION, SUPPORT AND MAINTENANCE OF ALL THIRD PARTY PRODUCTS AND SERVICES, AND ECI SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR. ECI IS NOT RESPONSIBLE FOR ANY DAMAGE OR LOSSES RESULTING FROM USE OF THIRD PARTY PRODUCTS AND SERVICES. THE USE OF THIRD PARTY PRODUCTS AND SERVICES IS AT LICENSEE'S SOLE RISK. ECI'S MAXIMUM CUMULATIVE LIABILITY FOR ANY AND ALL DAMAGES, COSTS, LOSSES, LIABILITIES AND EXPENSES OF ANY KIND AND NATURE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LICENSEE UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

15. Term; Termination.

(a) This Agreement commences on the Effective Date and, unless earlier terminated as provided in this Agreement, shall be for an initial term of five (5) years, unless expressly provided otherwise in the applicable Order Form. Additionally, this Agreement includes an option for Ray Morgan Company to opt out at 36 months with written notice provided to ECI/FMAudit at least thirty (30) days prior to the end of the 36th month.

(b) ECI may terminate this Agreement in any of the following cases: (i) immediately upon written notice if Licensee directly or indirectly discloses or provides the Software to any third party not authorized under the terms of this Agreement; (ii) upon thirty (30) days prior written notice if Licensee breaches this Agreement and fails to cure such breach within such thirty (30) day notice period, including without limitation Licensee's failure to pay the then-current Subscription Fee when due; (iii) immediately if Licensee permanently ceases to operate its business or use the Software; or (iv) immediately upon an assignment for the benefit of Licensee's creditors; a petition of

bankruptcy filed by or against Licensee; a receiver, trustee in bankruptcy, or similar officer is appointed to take control of all or part of Licensee's business; or Licensee is adjudicated bankrupt.

(c) Upon termination or expiration, Licensee shall immediately cease using the Software and return all of the copies of the Software and Confidential Information to ECI, certify to ECI that Licensee has retained no copies thereof, and acknowledge that it may no longer use the Software. In the event of any termination, all fees or charges due for the remaining period of the then-current Term shall immediately become due and payable. Upon termination of the license, ECI's obligations under this Agreement shall cease. The provisions of Sections 1, 3, 7, 8, 9(e-f), 12, 13(b), 14, 15(c) and 16 shall survive any termination or expiration of this Agreement.

16. Miscellaneous.

(a) This Agreement, including all applicable Order Forms and addenda referring to this Agreement and signed by the parties, constitutes the entire agreement between the parties, superseding all prior oral or written representations, agreements or understandings with respect to the subject matter hereof and thereof. There are no representations, warranties, conditions, guarantees or agreements relating to such subject matter except those expressly stated in this Agreement. To the extent there is any conflict between the terms of this Agreement and the applicable Order Form or any Addendum, the terms of this Agreement shall prevail.

(b) Licensee shall not sell, transfer, assign or otherwise convey this Agreement, the Software or any of Licensee's rights or obligations hereunder without the prior written consent of ECI, including without limitation by operation of law to a successor in interest in connection with a merger, consolidation, sale of shares or assets or other change of control transaction involving Licensee. The purported transferee shall first be required to agree in writing with ECI to assume and perform all of Licensee's obligations under this Agreement. Any attempt to assign this Agreement without ECI's prior written consent shall be void. This Agreement shall be binding upon and inure to the benefit of Licensee and its successors and permitted assigns.

(c) This Agreement may not be amended except in a writing signed by both parties.

(d) Any notices required or permitted hereunder shall be deemed to have been given if in writing and delivered personally, sent by overnight delivery or by first class, registered, or certified mail, postage prepaid and addressed to the receiving party at its address set forth above (or to such other address as may be notified from one party to the other following the same notice procedures). Licensee shall send a copy of all such notices to the following: eCommerce Industries, Inc., Attn: General Counsel, 4400 Alliance Gateway Fwy., #154, Fort Worth, Texas 76177.

(e) This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. The parties agree that exclusive jurisdiction for any dispute arising under or related to this Agreement shall be with the appropriate state or federal court in Dallas, Texas and each party consents to the jurisdiction of such court in any action or proceeding and waives any objection to such venue.

(f) ECI will not be in breach of this Agreement if its performance is prevented or delayed for circumstances beyond its control, including but not limited to acts of God, inclement weather, flood, lightning or fire, strikes or other labor disputes or industrial action, act or omission of government or other competent authority, terrorism, war, riot, or civil commotion, unavailability of supply or power outage, hackers, viruses, disruption in transmission, or disruption in telecommunications services.

(g) Licensee agrees that certain breaches of this Agreement by it may result in irreparable harm to ECI, the extent of which would be difficult and/or impracticable to assess, and where money damages would not be an adequate remedy for such breach. Accordingly, ECI shall be entitled to seek any and all remedies available at law or in equity, including without limitation injunctive relief or specific performance.

(k) This Agreement may be executed in any number of counterparts (including without limitation facsimile or PDF), each of which will be deemed an original, but all of which together are one and the same instrument.

IN WITNESS WHEREOF, authorized representatives of ECI and Licensee have executed this Agreement as of the Effective Date.

Signed for and on behalf of
ECOMMERCE INDUSTRIES, INC.

Signed: [Signature]
Name: Greg Hill
Title: General Counsel

Signed for and on behalf of Ray Morgan Company

Signed: [Signature]
Name: [Signature]
Title: [Signature]
11/30/12



ORDER FORM

Licensee hereby orders the following Software licenses described below and agrees to pay ECI the fees set forth below in accordance with the FMAudit License, Maintenance and Support Agreement between ECI and Licensee (the "Agreement"). This Order Form is subject to the terms of and is incorporated by reference into the Agreement.

- I. Software: FMAudit Enterprise Software Solution
FMAudit Central, Onsite, WebAudit, Local Agent, TCO, ASM Supply and Service Alerts
II. Start-Up Fees:
Set up/ Web Training /Implementation Fee: \$ 0
III. Subscription Fees:
• Total Monthly Base Fees (months 1-12) includes 20,000 devices per month: \$ 900
• Total Monthly Base Fees (months 13-24) includes 25,000 devices per month: \$ 1125
• Total Monthly Base Fees (months 25-36) includes 30,000 devices per month: \$ 1350

(b) Additional monthly device fees:
Overages year 1 \$.045 per device
Overages year 2 \$.045 per device
Overages year 3 \$.045 per device
Total Device Fee: \$ Device Fee x Monthly devices assessed
Total Subscription Fee: \$ Total Base Fee + Total Device Fee

- IV. Cancellation Right. Licensee may cancel this agreement at the end of first 24 months from effective date by notifying ECI in writing no less than 30 days prior to the end of the 24th month of the agreement.
V. Confidentiality - RMC agrees to not disclose this pricing based on the terms of clause 7 of this contract.
VI. Total Initial Fees Due with Agreement (check or credit card) \$0
Credit Card/PO (Visa/ Amex) _____ Expiry Date: _____
Signature _____
Name on Card (Print) _____
VII. Monthly Subscription Fee Payment Method/Options: (Select one)
(a) _____ Billed monthly to credit card on file.
Credit Card/PO (Visa/ Amex) _____ Expiry Date: _____
Signature _____
Name on Card (Print) _____
(b) _____ Invoiced quarterly in advance.

VIII. USB Viewer Key: One (1) USB Viewer Key/License included with agreement. Additional are keys available for \$100 per key. Key license is concurrent with agreement term. Lost or replacement keys billed at \$100 per key.

Accepted and agreed to: signed for and on behalf of eCOMMERCE INDUSTRIES, INC.
Signed: _____ Name: _____
Title: _____ Date: _____
Signed for and on behalf of Ray Morgan Company
Signed: _____ Name: _____
Title: _____ Date: _____

FMAudit Ordering Instructions:

- Payment is due according to your current payment schedule.
- Please submit completed and signed Agreement and Order Form either by fax, email scan or US mail depending on payment method to:

- If paying by credit card:
 - Fax to 573-893-3487 Attn: Greg Allen, VP Operations
 - Email Scan to grega@fmaudit.com
- If paying by check:

Mail to:
Greg Allen, VP Operations
FMAudit
PO Box 6760
3705 Missouri Blvd
Jefferson City, MO 65109

- Key Licensee Contact Responsible for Implementation:

Name _____
Email _____
Phone _____ Ext _____

- Licensee Accounts Payable Contact:

Name _____
Email _____
Phone _____ Ext _____

FMAudit Sales Representative Arnie Goldstein arnieg@fmaudit.com 425-641-7100

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-impresion 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, ConFire) 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:

Ray Morgan Company
470 Boulder Court, Suite A
Pleasanton, CA 94566

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 uniFLOW/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 = \$0.0165 per copy plus tax
2. Color = \$0.07 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.

HP Desktop Printer Price;

Status	Description	SKU	US List Price	Format	Technology	PPM	RMPV
Current	HP Color LaserJet Managed E55040dw	3GX98A	\$1,556.10	SF	LaserJet	40	2K - 15K
Current	HP Color LaserJet Managed MFP E57540dn	3GY25A	\$3,825.34	MFP	LaserJet	40	2K - 15K
Current	HP Color LaserJet Managed Flow MFP E57540c	3GY26A	\$4,695.14	MFP	LaserJet	40	2K - 15K
Current	HP PageWide Managed P57750dw MFP	J9V82A	\$1,700.00	MFP	PageWide	50	1K - 6K
Current	HP PageWide Managed Color MFP E58650dn	L3U42A	\$3,477.43	MFP	PageWide	50	2K - 15K
Current	HP PageWide Managed Color Flow MFP E58650z	L3U43A	\$4,869.09	MFP	PageWide	50	2K - 15K
Current	HP PageWide Managed Color E55650dn	L3U44A	\$1,627.89	SF	PageWide	50	2K - 15K
NPI	HP LaserJet Managed MFP E52645dn	1PS54A	\$3,185.73	MFP	LaserJet	45	2K - 15K
NPI	HP LaserJet Managed Flow MFP E52645C	1PS55A	\$4,071.15	MFP	LaserJet	45	2K - 15K
NPI	HP LaserJet Managed MFP E62655dn	3GY14A	\$3,451.35	MFP	LaserJet	55	5K - 40K
NPI	HP LaserJet Managed MFP E62665hs	3GY15A	\$5,930.52	MFP	LaserJet	65	5K - 40K
NPI	HP LaserJet Managed Flow MFP E62665h	3GY16A	\$5,310.73	MFP	LaserJet	65	5K - 40K
NPI	HP LaserJet Managed Flow MFP E62665z	3GY17A	\$6,284.69	MFP	LaserJet	65	5K - 40K
NPI	HP Color LaserJet Managed MFP E67650dh	3GY31A	\$6,123.25	MFP	LaserJet	50	3K - 24K
NPI	HP Color LaserJet Managed Flow MFP E67660z	3GY32A	\$8,923.25	MFP	LaserJet	60	4K - 30K
NPI	HP LaserJet Managed E50145dn	1PU51A	\$1,473.92	SF	LaserJet	45	2K - 15K
NPI	HP LaserJet Managed E60155dn	3GY09A	\$1,914.75	SF	LaserJet	55	5K - 30K
NPI	HP LaserJet Managed E60165dn	3GY10A	\$2,489.75	SF	LaserJet	65	5K - 40K
NPI	HP LaserJet Managed E60175dn	3GY12A	\$3,543.92	SF	LaserJet	75	5K - 50K
NPI	HP Color LaserJet Managed E65150dn	3GY03A	\$2,563.10	SF	LaserJet	50	3K - 24K
NPI	HP Color LaserJet Managed E65160dn	3GY04A	\$3,513.10	SF	LaserJet	60	4K - 30K

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 Executive Vice President / Richard Whitlock

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): Richard Whitlock

Title: Executive Vice President

Date: 9-10-19

2. CONTRACTOR: 

Name (Type): Jamie L. Williams

Title: Major Account Manager

Date: 7/10/19

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 2019-01 (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]