

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



121

FROM: Department of Public Social Services

SUBMITTAL DATE:

June 2, 2015

SUBJECT: Approval of the Agreement with Canon Solutions America, Inc. and Advanced Copy Systems for Copier Maintenance and Installation Service, of Copiers for the County of Riverside, Department of Public Social Services. [Districts; ALL] [\$890,934 total]; Federal Funding: 52.57%, State Funding: 24.96%, County Funding: 2.4%, Realignment Funding: 20.07%

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign the attached Agreement # AA-03118 with Canon Solutions America, Inc. for \$116,273, and Agreement # AA-03097 with Advanced Copy Systems for \$61,915 for five (5) years, payable annually; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, as approved to form by County Counsel.

Susan von Zabern

Susan von Zabern
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 178,188	\$ 178,188	\$ 890,934	\$ 178,188	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 178,188	\$ 178,188	\$ 890,934	\$ 178,188	
SOURCE OF FUNDS: Federal Funding: 52.57% State Funding: 24.96%; County Funding: 2.4%; Realignment Funding: 20.07%; Other Funding: 0%				Budget Adjustment: No	
				For Fiscal Year: 14/15-19/20	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

PURCHASING & FLEET SERVICES: Lisa Brandl, Director
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL: 5/27/15
 DATE: GREGORY P. PRIAMOS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: ALL

Agenda Number:

BACKGROUND:

3-19

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Approval of the Agreement with Canon Solutions America, Inc. and Advanced Copy Systems for Copier Maintenance and Installation Service, of Copiers for the County of Riverside, Department of Public Social Services. [Districts; ALL] [\$890,934 total]; Federal Funding: 52.57%, State Funding: 24.96%, County Funding: 2.4%, Realignment Funding: 20.07%

DATE: June 2, 2015

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Summary

On September 3, 2014, DPSS received TSOC approval for the purchase and replacement of seventy-five (75) floor model copiers. DPSS is purchasing and replacing seventy-five (75) floor model copiers that have exceeded the life cycle of the machines and are no longer functioning properly. These machines have required regular maintenance services to keep them operating at peak performance.

It has been more than nine (9) years since the existing floor model copiers were originally purchased. The service needs of the department have been negatively impacted due to non-working and poorly functioning machines. The maintenance costs associated with the new copiers are not new or added costs, as these costs will simply replace the maintenance costs associated with existing copiers. The goal is to replace all floor model copiers that have exceeded a five (5) year life-cycle.

Impact on Residents and Businesses

DPSS provides several critical services to Riverside County residents. The purchase and maintenance of the copiers is essential to allow continuity of services and to allow DPSS staff to provide services efficiently.

SUPPLEMENTAL:

Contract History and Price Reasonableness

County Purchasing released Request for Quote #DPARC-401, E-mailing solicitations to six (6) county awarded vendors and advertising on the county's purchasing website. Six (6) quote responses were received.

The quotes were reviewed by an evaluation team consisting of personnel from County Purchasing and DPSS. The evaluation team thoroughly reviewed and assessed each quote based on cost and responsiveness to the scope of service requirements, which included Maintenance Requirements, Copier Electrical Requirements, Overages, Installation and Delivery Requirements, Removal of Hard Drives from Existing Copiers, Training Requirements, and Trade-in Value-Option. Advanced Copy Systems, Inc. and Canon Solutions America, Inc. were selected as the lowest responsive/responsible vendors. Both vendors submitted annual not to exceed maintenance costs as follows: \$116,273 for Advanced Copy Systems, Inc. and \$61,915 for Canon Solutions America, Inc. The other bidder's quotes ranged from \$3,954,206 to \$5,543,015 annually.

The evaluation committee recommends that the award be given to Advanced Copy Systems, Inc. and Canon Solutions America, Inc. as the lowest responsive/responsible vendors at an annual amount of \$116,273 for Advanced Copy Systems, Inc. and \$61,915 for Canon Solutions America, Inc.

Advanced Copy Systems, Inc. Annual Maintenance and Estimated Overage		Canon Solutions America, Inc. Annual Maintenance and Estimated Overage	
Year 1	\$ 116,273	Year 1	\$ 61,915
Year 2	\$ 116,273	Year 2	\$ 61,915
Year 3	\$ 116,273	Year 3	\$ 61,915
Year 4	\$ 116,273	Year 4	\$ 61,915
Year 5	\$ 116,273	Year 5	\$ 61,915
Total	\$ 581,365	Total	\$ 309,575

**Riverside County Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503**

AGREEMENT: AA-03118

CONTRACTOR: Canon Solutions America, Inc.

EFFECTIVE: Upon Execution - June 30, 2020

MAXIMUM REIMBURSABLE AMOUNT: \$61,915.00 (\$56,286 annual cost, plus \$5,629 estimated overage)

WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires Copier Maintenance;

WHEREAS, Canon Solutions America, Inc. (hereinafter referred to as the "Contractor") is qualified to provide Copier Maintenance;

WHEREAS, DPSS desires Canon Solutions America, Inc., to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS contained herein and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

Authorized Signature for County:	Authorized Signature for Canon Solutions America, Inc. 
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Tracie Sokol
Title: Chair, Board of Supervisors	Title: Vice President, Marketing
Address: 10281 Kidd St. Riverside, CA 92503	Address: One Canon Park Melville, NY 11747
Date Signed:	Date Signed: 5/18/15


FORM APPROVED COUNTY COUNSEL
 BY:  DATE: 5/20/15
 ERIC STOPHER

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List of Exhibits

- Exhibit A- DPSS 2076A & Instructions
- Exhibit B- Canon Solutions America, Inc., Inc. Maintenance Agreement
- Exhibit C- Copier Location
- Exhibit D- Copier Specifications and Maintenance Requirements (B & W 50-55 ppm)
- Exhibit E- Copier Specifications and Maintenance Requirements (B & W 60-65 ppm)
- Exhibit F- Copier Specifications and Maintenance Requirements (B & W 70-75 ppm)
- Exhibit G- Hard Drive Removal – Existing Machines

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Contractor" refers to Canon Solutions America, Inc. and its employees, agents and representatives providing services under this Agreement.
- B. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- C. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- D. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Pay the cost of any Excluded items in the Agreement.
- D. Supply a grounded, dedicated electric power outlet as required by the manufacturer's specifications.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Contractor and DPSS.
- 2. Provide a Key Operator.
- 3. Furnish all labor and material for adjustments, repairs and replacement parts (including drums), expendable supplies, including toner (except staples & paper) and travel necessitated by normal usage of equipment.
- 4. Furnish labor during normal business hours (excluding weekends, holidays, and evenings.)
- 5. Provide a minimum of four (4) hours of training and demonstration to employees at each DPSS delivery office site no more than five (5) business days after installation.

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$61,915.00.

2. UNIT OF SERVICE COST RATE

Item Name	Qty	Unit	Total Price
Multifunction Black and White Digital Copier 80-85 ppm	17	Each	
Annual Maintenance based on pooled usage of 8,160,000 copies per year, 1 Year			\$ 31,824.00
Estimated Overage - 1 Year, Cost per copy over the Annual Pooled Usage (based on 10% of estimated usage over: \$0.00390			\$ 3,182.40
Maintenance subtotal:			\$ 35,006.40
Item Name	Qty	Unit	Total Price
Multifunction Black and White Digital Copier 70-75 ppm	1	Each	
Annual Maintenance based on pooled usage of 980,000 copies per year, 1 Year			\$ 3,822.00
Estimated Overage - 1 Year, Cost per copy over the Annual Pooled Usage (based on 10% of estimated usage over: \$0.00390			\$ 382.20
Maintenance subtotal:			\$ 4,204.20
Item Name	Qty	Unit	Total Price
Multifunction Color Digital Copier 70-75 ppm	1	Each	
Annual Maintenance based on pooled usage of 480,000 copies per year, 1 Year			\$ 20,640.00
Estimated Overage - 1 Year, Cost per copy over the Annual Pooled Usage (based on 10% of estimated usage over: \$0.04300			\$ 2,064.00
Maintenance subtotal:			\$ 22,704.00
Grand Total			\$ 61,914.60

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
- b. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. The Contractor shall submit DPSS Forms 2076A, (Exhibit A), following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- d. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related

services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.

- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any County programs without prior approval of DPSS.

7. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

8. CAPITAL EQUIPMENT

- a. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or those items furnished to the Contractor that have a single unit cost of at least \$100, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in the County of Riverside Department of Public Social Services. If state funding is used, title shall vest and remain with the State of California. If the capital equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, the Contractor shall immediately return any items of capital equipment to the DPSS (or the state) or its representative, or dispose of them in accordance with the directions of the County of Riverside DPSS (or the State Department of Social Services [DSS]). The Contractor further agrees to the following:

- (1.) To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
- (2.) To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by DPSS. All such lists shall be submitted to DPSS or DSS with ten (10) days of any request therefore; and

(3.) To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to DPSS.

b. The purchase of any capital equipment by the Contractor shall require the prior written approval of DPSS, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to the Contractor's services or activities under the terms of this Agreement. DPSS may refuse reimbursement for any costs resulting from capital equipment purchased, which are incurred by the Contractor if prior approval has not been obtained from DPSS.

C. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement

of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

4. INSURANCE

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include

Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as additional Insured.

b. General Insurance Provisions – All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification,

cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- (8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

5. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

6. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent Contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent Contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

7. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

8. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any sub-Contractor who:
 - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - ii. has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - iv. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

9. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

10. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

11. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Agreement Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

12. FAIR LABOR STANDARDS ACT

- a. The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:
 - (1.) An increased or decreased wage determination applied to this Agreement by operation of law;

- (2.) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
 - (3.) Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;
- b. The Contractor shall notify the DPSS Contracts Administration unit of any:
- (1.) Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or
 - (2.) Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the Agreement hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

13. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

14. ENVIRONMENTAL STANDARDS

By signing this Agreement or accepting funds under this Agreement, the contractor assures that he/she will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et. seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:
 - (1) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - (2) The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this Agreement, that is currently listed as a violating facility, on the effective date of the Agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state's termination for cause of this Agreement or for State's disallowance of any cost otherwise allowable under this Agreement. The

Contractor agrees to cooperate to remediate, as expeditiously as possible, at any facility the operation and maintenance of which is within the scope of this Agreement, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other contract, subject to the availability of funds.

15. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

16. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of DPSS. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by the Contractor the United States or in any other country without the express written consent of DPSS. DPSS will have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

17. TRANSITION PERIOD

The Contractor recognizes that the services under this Agreement are vital to DPSS and must be continued without interruption, and that, upon expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

a. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:

- (1.) List of clients that include:
 - (a.) Current contact information;
 - (b.) Assigned social worker.

b. Discharge summary that includes:

- (1.) Services received;
- (2.) Number of hours of services completed;
- (3.) On-going service recommendations;
- (4.) Date for transferring responsibilities.

c. The Contractor shall provide DPSS with copies of client files.

IV. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective Upon Execution to June 30, 2020, for five (5) years, payable annually.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

CONTRACTOR: Canon Solutions America, Inc.
Ellis Jones
1055 West 7th Street, Suite 1600
Los Angeles, CA 90017

With a copy to:
Attn: VP, Legal
Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

E. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation

requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. CONSUMER PRICE INDEX

No price increases will be permitted during the first year of the Agreement. All price decreases (for example, if Contractor offers lower prices to another governmental entity) will automatically be extended to the DPSS. The DPSS requires written proof satisfactory to DPSS of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) for all consumers, all items for the Los Angeles, Riverside and Orange County, CA areas and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

J. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or

nature relating to the same shall be deemed to be merged herein. This Contract incorporates by this reference the terms and conditions of Request for Quote DPARC-401 and the Contractor's response to DPARC-401. In incidences of conflicting provisions, this agreement shall take precedence over DPARC-401. In the event of any conflict between this Agreement and the Maintenance Agreement, the Agreement will prevail over any other document. This Agreement, including DPARC-401 and any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, quotations, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit A

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: _____
Remit to Name

Address

City State Zip Code

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

Advance Payment \$ _____
(If allowed by Contract/MOU)

 Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Actual Payment \$ _____
(Same amount as 2076B if needed)

1# of Units) X \$0.00 _____ (\$) 0.00
_____ # of Units) X _____ (\$) _____
_____ # of Units) X _____ (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Training Consultant _____ Date _____
Title

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept. ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

MAINTENANCE AGREEMENT

Related Acquisition Agreement # _____

Salesperson _____ Order Date: ____ / ____ / ____

Customer ("you")		Customer Account:		Equipment Location:		Customer Account:	
Company:				Company:			
Address:				Address:			
City:		County:		City:		County:	
State:	Zip:	Phone #:		State:	Zip:	Phone #:	
Contact:		Fax #:		Contact:		Fax #:	
Email:		For each unit of Equipment listed, you shall indicate specific contact and location (if different than above) in the table below or in any Addendum to this Agreement.					
Maintenance Billing Entity				PO Required		Meter Read Collection Options	
Base Charge: <input type="checkbox"/> CSA <input type="checkbox"/> Canon Financial Services, Inc. ("CFS")				<input type="checkbox"/> Yes <input type="checkbox"/> No		imageWARE Remote unless noted in table below*	
Per Image Charge: <input type="checkbox"/> CSA <input type="checkbox"/> Canon Financial Services, Inc. ("CFS")				PO#		W = eManage website	
Base Charge Billing Cycle:		Initial Term		Coverage Plan			
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		_____ Months (min. 12)		<input type="checkbox"/> Per Unit <input type="checkbox"/> Fleet <input type="checkbox"/> Aggregate. If adding the Equipment below to existing an Aggregate, provide either a contract # or serial # under Aggregate.			
Excess Per Image* Charge Billing Cycle		Price Plan		Consumables Inclusive			
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		<input type="checkbox"/> Standard <input type="checkbox"/> Fixed		<input type="checkbox"/> Toner (excludes clear) <input type="checkbox"/> Other _____			

Subject to the terms and conditions of this Agreement, CSA agrees to service the Equipment listed below or in any Addendum(s) to this Agreement at the charges stated herein or therein. For newly installed Equipment, the Start Date is provided in Paragraph 1 of the Additional Terms and Conditions. The Start Date for previously in place Equipment is ____ / ____ / ____.
*Each Image is equal to 1 printed page except for Océ brand Wide Format products in which case each image is equal to one (1) square foot.

Model	Serial #	Start Meter		Covered Images per unit or Fleet included in Base Charge <small>All aggregate images should be listed per unit. 6011/7011</small>			Per Image Charge in excess of Covered Images <small>6011/7011</small>			Base Charge per unit or Fleet	Alt Meter Method ¹
		B & W	Color	B & W	Color	Long Sheet	B & W	Color	Long Sheet		
Contact:		Phone #:		Fax #:							
Equipment Location:				Email Address:							
Contact:		Phone #:		Fax #:							
Equipment Location:				Email Address:							
Contact:		Phone #:		Fax #:							
Equipment Location:				Email Address:							
Contact:		Phone #:		Fax #:							
Equipment Location:				Email Address:							

Subtotal from Supplemental Addendum

CUSTOMER SATISFACTION POLICY		Subtotal
If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.		
		Tax
		Total

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

ADDITIONAL TERMS AND CONDITIONS

#

These are the additional terms and conditions referred to on the face page to which they are attached (such face page, and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

1. **TERM.** Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed equipment (inclusive of standard embedded Canon brand software) (the "Equipment") covered under toner inclusive service. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the face page for all previously in place Equipment. (a) The initial term specified on the face page shall renew for successive 12 month renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate this Agreement during any renewal term with 30 days advance written notice to CSA.

2. **CHARGES.** Base charges shall be billed in advance and per image charges, shall be billed in arrears. Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and (ii) CSA may charge you and you agree to pay, a late charge equal to five percent (5%) of the amount due for each billing period or portion of a billing period such payment is delayed or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law. If the Standard Price Plan is selected on the face side, during the initial term, the charges specified on the face page are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Fixed Price Plans shall not increase during the initial term. If you have selected CFS on the face page as the billing entity, your maintenance charges will appear on your periodic lease invoice along with standard lease charges. CFS will remit your payment of maintenance charges to CSA upon receipt. (a) Consumables Inclusive service includes replenishment of consumables specified on the face page for exclusive use with the Equipment. CSA may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CSA, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. (b) If you have selected the Fleet or Aggregate Coverage Plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated on the face page, you authorize CSA to use networked features of the Equipment including ImageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected CSA's eManage website, you shall complete CSA's registration process governing access to and use of such website. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.

3. **COVERED SERVICE.** CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).

(a) You shall afford CSA reasonable access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein. (b) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but: (i) only if such upgrades and bug fixes are provided to CSA by suppliers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of providing help-line telephone assistance in operating the Embedded Software and identifying service problems, facilitating contact between you and the supplier of the Listed Software to rectify such problems and maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-priced application software supplied by CSA to you under any separate acquisition agreement, and support therefor shall be solely governed by the provisions thereof. You acknowledge that CSA is not the developer of any of the Embedded Software or other software and other than the foregoing, support for software is not provided under this Agreement.

4. **NON-COVERED SERVICE.** The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item, including, without limitation, paper, toner, ink, waste containers, fuser oil or staples (except for toner inclusive service to the extent provided in Subparagraph 2(a) above), other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment, the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service

problems; service performed by personnel other than CSA personnel; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or reassignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular business hours; or (f) repair of any network/system connection device, except when listed on face page.

5. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not cloning Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an available option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 5 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

6. **EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY.** CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS. CSA SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **DEFAULT.** You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate this Agreement in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 2(b). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

8. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES, ANY AND ALL SUITS COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9. **ENTIRE AGREEMENT.** This Agreement shall be binding upon your signature and upon the installation of the Equipment by CSA or commencement of the covered services if this Agreement is for renewal of a prior maintenance agreement or for equipment previously installed. This Agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service for the Equipment, superseding all previous proposals and agreements, oral or written. All provisions of this Agreement including Section 5, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Equipment and Software, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

Copier Location

Line#	City	Address	Number of machines to be Delivered, Setup and Installed per office site.
42	Moreno Valley	23119 Cottonwood Ave. Bldg. B, Moreno Valley	3
43		23119 Cottonwood Ave., Bldg. C, Moreno Valley	6
44	Jurupa	5961 Mission Blvd. Ste.# 125, Jurupa	2
45	Riverside	3610 Central Ave. 3 rd , 5 th & 6 th Floor, Riverside	4
46		3950 Reynolds Rd., Riverside	1
47		4060 County Circle Drive, Riverside	5
48		9991 County Farm Rd. A & B, Riverside	2
49		10281 Kidd St., Riverside	4
50		11060 Magnolia Ave., Riverside	5
51		11070 Magnolia Ave., Riverside	6
52	Banning	63 S. Fourth St., Banning	3
53		901 Ramsey St., Banning	1
54	Lake Elsinore	1400 Minthorn St., Lake Elsinore	4
55	Hemet	541 N. San Jacinto St., Hemet	6
56		547 N. San Jacinto St., Hemet	3
57	Murrieta	30755 Auld Rd., Murrieta	2
58	Temecula	27464 Commerce Center Dr. Ste. E, Temecula	3
59		43264 Business Park Dr. Ste. B1, Temecula	2
60	Blythe	1225 W. Hobson Way, Blythe	2
61	Cathedral City	68-615 Perez Rd. Ste. 8A & 9A, Cathedral City	4
62		68-625 Perez Rd. Ste.1, 2, 3, 4, & 5, Cathedral City	2
63	Indio	48-113 Jackson St., Indio	4
64		44199 Monroe St. Ste. D, Indio	1
		<i>Totals:</i>	75

EXHIBIT D
Copier Specifications and Maintenance Requirements

Equipment manufacturing status must be New. Remanufactured, Factory Produced New or Used **will not** be accepted.

(LINE #1) Two (2) each Multifunction Black and White Digital Copier 50-55 ppm
The following specifications listed below must be included in price. Set-up and Installation and a **Minimum of 4 hours of training shall be included as an all-inclusive cost.**

General Specifications listed below:

Minimum Copy Speed	B & W50-55 ppm
Minimum Print Resolutions	1200 x 600
Minimum Scan Resolution	600 x 600 dpi
Paper Tray Size and Qty	(2) ea. 8.5 x 11 (1) ea. 8.5 x 14 (1) ea. 11 X 17
Paper weight (range)	20 # +
Maximum Paper Capacity	All trays hold a minimum of 500 sheets (3,000 total standard)
Reduction/Enlargement Capability	YES
Duplexing	YES
Stapling (corner & 2 position)	YES
Sorter capability	YES
Dual Scan Document Processor	YES
3 hole punch capable	YES
Automatic Document Feeder	YES
Book Copying	YES
Network Protocol	TCP/IP, IPX/SPX (NDS support), SMB (Net BEUI), LPD, IPP1.1, SNMP, HTTP
Interface	Ethernet (10BASE-T/100BASE-TX/1000BASE-T), Hi-Speed USB
Support Operating System	Window 7
Page Memory/ Hard Disk Drive	YES
Embedded or External Fax Hardware	Embedded
Electrical requirement	20 amp (dedicated circuit)
Copier Maintenance	YES (Quarterly charge)
Network Ready	YES
ADA Compliant	YES

EXHIBIT E

Copier Specifications and Maintenance Requirement

Equipment manufacturing status must be **New**. Remanufactured, Factory Produced New or Used **will not** be accepted.

LINE #2 Six (6) Multifunction Black and White Digital Copier 60-65 ppm.

The following specifications listed below must be included in price. Set-up and Installation and a Minimum of 4 hours of training shall be included as an all-inclusive cost.

General Specifications listed below:

Minimum Copy Speed	B & W60-65 ppm
Minimum Print Resolutions	1200 x 600
Minimum Scan Resolution	600 x 600 dpi
Paper Tray Size and Qty	(2) ea. 8.5 x 11 (1) ea. 8.5 x 14 (1) ea. 11 X 17
Paper weight (range)	20 # +
Maximum Paper Capacity	All trays hold a minimum of 500 sheets (3,000 total standard)
Reduction/Enlargement Capability	YES
Duplexing	YES
Stapling (corner & 2 position)	YES
Sorter capability	YES
Dual Scan Document Processor	YES
3 hole punch capable	YES
Automatic Document Feeder	YES
Book Copying	YES
Network Protocol	TCP/IP, IPX/SPX (NDS support), SMB (Net BEUI), LPD, IPP1.1, SNMP, HTTP
Interface	Ethernet (10BASE-T/100BASE-TX/1000BASE-T), Hi-Speed USB
Support Operating System	Window 7
Page Memory/ Hard Disk Drive	YES
Embedded or External Fax Hardware	Embedded
Electrical requirement	20 amp (dedicated circuit)
Copier Maintenance	YES (Quarterly charge)
Network Ready	YES
ADA Compliant	YES

EXHIBIT F

Copier Specifications and Maintenance Requirements

Equipment manufacturing status must be **New**. Remanufactured, Factory Produced New or Used **will not** be accepted.

LINE#3 Forty (49) Multifunction Black and White Digital Copiers: 70-75 ppm.

The specifications listed below must be included in price. Set-up and Installation and a Minimum of 4 hours of training shall be included as an all-inclusive cost.

General Specifications listed below:

Minimum Copy Speed	B & W 70-75 ppm
Minimum Print Resolutions	1200 x 600
Minimum Scan Resolution	600 x 600 dpi
Paper Tray Size and Qty	(2) ea. 8.5 x 11 (1) ea. 8.5 x 14 (1) ea. 11 X 17
Paper weight (range)	17 # +110LB
Maximum Paper Capacity	All trays hold a minimum of 500 sheets (3,000 total standard)
Reduction/Enlargement Capability	YES
Duplexing	YES
Stapling (corner & 2 position)	YES
Sorter capability	YES
Dual Scan Document Processor	YES
3 hole punch capable	YES
Automatic Document Feeder	YES
Book Copying	YES
Network Protocol	TCP/IP, IPX/SPX (NDS support), SMB (Net BEUI), LPD, IPP1.1, SNMP, HTTP
Interface	Ethernet (10BASE-T/100BASE-TX/1000BASE-T), Hi-Speed USB
Support Operating System	Window 7
Page Memory / Hard Disk Drive	YES
Embedded or External Fax Hardware	Embedded
Electrical requirement	20 amp (dedicated circuit)
Copier Maintenance	YES (Quarterly charge)
Network Ready	YES
ADA Compliant	YES

Exhibit G
Hard Drive Removal – Existing Machines

Line#	City	Address and Type of existing Machines	Number of machines requiring hard drive removal
	Moreno Valley	23119 Cottonwood Ave. Bldg. B & C	
65		• 7272 BIZHUB (KONICA)	3
66		• 750 BIZHUB (KONICA)	2
67		• 600 BIZHUB (KONICA)	2
68		• 7255 BIZHUB (KONICA)	1
69		• CC238HD (XEROX)	1
	Jurupa	5961 Mission Blvd. Ste.# 125	
70		• 601 BIZHUM (KONICA)	2
	Riverside	3610 Central Ave. 3 rd , 5 th & 6 th Floor	
71		• 7272 BIZHUB (KONICA)	2
72		• 500 BIZHUB (KONICA)	1
73		• 600 BIZHUB (KONICA)	1
		3950 Reynolds Rd.	
74		• 600 BIZHUB (KONICA)	1
		4060 County Circle Drive	
75		• 7272 BIZHUB (KONICA)	3
76		• CC 65 XEROX	1
77		• C3545 XEROX	1
		9991 County Farm Rd. A & B	
78		• 750 BIZHUB (KONICA)	2
		10281 Kidd St.	
79		• 750 BIZHUB (KONICA)	2
80		• C550 BIZHUM (KONICA)	1
81	• 3165 OCE	1	
	11060 Magnolia Ave		
82	• 7272 BIZHUB (KONICA)	4	
83	• 600 BIZHUB (KONICA)	1	
	11070 Magnolia Ave		
84	• 7272 BIZHUB (KONICA)	1	
85	• 750 BIZHUB (KONICA)	1	
86	• 600 BIZHUB (KONICA)	3	
87	• 3165 OCE	1	
	Banning	63 S. Fourth St.	
88		• 7255 BIZHUB (KONICA)	1

89		• 7272 BIZHUB (KONICA)	1
90		• 500 BIZHUB (KONICA)	1
		901 Ramsey St.	
91		• 600 BIZHUB (KONICA)	1
	Lake Elsinore	1400 Minthorn St.	
92		• 600 BIZHUB (KONICA)	1
93		• 7272 BIZHUB (KONICA)	3
	Hemet	541 N. San Jacinto St.	
94		• 600 BIZHUB (KONICA)	2
95		• 750 BIZHUB (KONICA)	2
96		• 7272 BIZHUB (KONICA)	2
	Murrieta	547 N. San Jacinto St	
97		• 7272 BIZHUB (KONICA)	1
98		• 750 BIZHUB (KONICA)	2
		30755 Auld Rd.	
99		• 500 BIZHUB (KONICA)	1
100		• 600 BIZHUB (KONICA)	1
	Temecula	27464 Commerce Center Dr. Ste. E	
101		• 600 BIZHUB (KONICA)	2
102		• 7272 BIZHUB (KONIA)	1
		43264 Business Park Dr. Ste. B1	
103		• 7255 BIZHUB (KONICA)	1
104		• 7272 BIZHUB (KONICA)	1
	Blythe	1225 W. Hobson Way, Blythe	
105		• 7272 BIZHUB (KONICA)	1
106		• 7255 BIZHUB (KONICA)	1
	Cathedral City	68-615 Perez Rd. Ste. 8A & 9A,	
107		• 7272 BIZHUB (KONICA)	2
108		• 7255 BIZHUB (KONICA)	1
		68-625 Perez Rd. Ste.1, 2, 3, 4, & 5	
109		• 7272 BIZHUB (KONICA)	1
110	• 7255 BIZHUB (KONICA)	2	
	Indio	48-113 Jackson St.	
111		• 500 BIZHUB (KONICA)	1
112		• 750 BIZHUB (KONICA)	1
113		• 7255 BIZHUB (KONICA)	1
114		• 7272 BIZHUB (KONICA)	1
		44199 Monroe St. Ste. D	
115	• 600 BIZHUB (KONICA)	1	
116	Trade-In Offer: Existing machines (75 each)		1

**Riverside County Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503**

AGREEMENT: AA-03097

CONTRACTOR: Advanced Copy Systems, Inc.

EFFECTIVE: Upon Execution - June 30, 2020


MAXIMUM REIMBURSABLE AMOUNT: \$116,273.00 (\$105,702 annual cost, plus \$10,571 estimated overage)

WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires Copier Maintenance;

WHEREAS, Advanced Copy Systems, Inc. (hereinafter referred to as the "Contractor") is qualified to provide Copier Maintenance;

WHEREAS, DPSS desires Advanced Copy Systems, Inc., to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS contained herein and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

Authorized Signature for County:	Authorized Signature for Advanced Copy Systems, Inc.
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Walter Ferguson 
Title: Chair, Board of Supervisors	Title: President
Address: 10281 Kidd St. Riverside, CA 92503	Address: 571 East Redlands Blvd San Bernardino, CA 92408-3942
Date Signed:	Date Signed: 05/19/15

FORM APPROVED COUNTY COUNSEL
 BY:  DATE: 5/20/15

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List of Exhibits

- Exhibit A- DPSS 2076A & Instructions
- Exhibit B- Advanced Copy Systems, Inc., Inc. Maintenance Agreement
- Exhibit C- Copier Location
- Exhibit D- Copier Specifications and Maintenance Requirements (B & W 50-55 ppm)
- Exhibit E- Copier Specifications and Maintenance Requirements (B & W 60-65 ppm)
- Exhibit F- Copier Specifications and Maintenance Requirements (B & W 70-75 ppm)
- Exhibit G- Hard Drive Removal – Existing Machines

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Contractor" refers to Advanced Copy Systems, Inc. and its employees, agents and representatives providing services under this Agreement.
- B. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- C. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- D. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Pay the cost of any Excluded items in the Agreement.
- D. Supply a grounded, dedicated electric power outlet as required by the manufacturer's specifications.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Contractor and DPSS.
- 2. Provide a Key Operator.
- 3. Furnish all labor and material for adjustments, repairs and replacement parts (including drums), expendable supplies, including toner (except staples & paper) and travel necessitated by normal usage of equipment.
- 4. Furnish labor during normal business hours (excluding weekends, holidays, and evenings.)
- 5. Provide a minimum of four (4) hours of training and demonstration to employees at each DPSS delivery office site no more than five (5) business days after installation.

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$116,273.00.

2. UNIT OF SERVICE COST RATE

Item Name	Qty	Unit	Total Price
Multifunction Black and White Digital Copier 50-55 ppm	2	Each	
Annual Maintenance based on pooled usage of 600,000 copies per year, 1 Year			\$ 2,940.00
Estimated Overage - 1 Year, Cost per copy over the Annual Pooled Usage (based on 10% of estimated usage over: \$0.00490)			\$ 294.00
Maintenance subtotal:			\$ 3,234.00

Item Name	Qty	Unit	Total Price
Multifunction Black and White Digital Copier 60-65 ppm	6	Each	
Annual Maintenance based on pooled usage of 2,160,000 copies per year, 1 Year			\$ 10,152.00
Estimated Overage - 1 Year, Cost per copy over the Annual Pooled Usage (based on 10% of estimated usage over: \$0.00470)			\$ 1,015.20
Maintenance subtotal:			\$ 11,167.20

Item Name	Qty	Unit	Total Price
Multifunction Black and White Digital Copier 70-75 ppm	49	Each	
Annual Maintenance based on pooled usage of 20,580,000 copies per year, 1 Year			\$ 92,610.00
Estimated Overage - 1 Year, Cost per copy over the Annual Pooled Usage (based on 10% of estimated usage over: \$0.00450)			\$ 9,261.00
Maintenance subtotal:			\$ 101,871.00

Grand Total			\$ 116,272.20
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3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
- b. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. The Contractor shall submit DPSS Forms 2076A, (Exhibit A), following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- d. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to

prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.

- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any County programs without prior approval of DPSS.

7. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

8. CAPITAL EQUIPMENT

- a. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or those items furnished to the Contractor that have a single unit cost of at least \$100, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in the County of Riverside Department of Public Social Services. If state funding is used, title shall vest and remain with the State of California. If the capital equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, the Contractor shall immediately return any items of capital equipment to the DPSS (or the state) or its representative, or dispose of them in accordance with the directions of the County of Riverside DPSS (or the State Department of Social Services [DSS]). The Contractor further agrees to the following:

- (1.) To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
- (2.) To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by

DPSS. All such lists shall be submitted to DPSS or DSS with ten (10) days of any request therefore; and

(3.) To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to DPSS.

b. The purchase of any capital equipment by the Contractor shall require the prior written approval of DPSS, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to the Contractor's services or activities under the terms of this Agreement. DPSS may refuse reimbursement for any costs resulting from capital equipment purchased, which are incurred by the Contractor if prior approval has not been obtained from DPSS.

C. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons

directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

6. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

4. INSURANCE

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage

A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as additional Insured.

b. General Insurance Provisions – All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or

reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- (8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

5. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

6. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent Contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent Contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

7. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

8. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any sub-Contractor who:
 - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - ii. has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - iv. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

9. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

10. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

11. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Agreement Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

12. FAIR LABOR STANDARDS ACT

- a. The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:

- (1.) An increased or decreased wage determination applied to this Agreement by operation of law;
 - (2.) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
 - (3.) Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;
- b. The Contractor shall notify the DPSS Contracts Administration unit of any:
- (1.) Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or
 - (2.) Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the Agreement hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

13. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

14. ENVIRONMENTAL STANDARDS

By signing this Agreement or accepting funds under this Agreement, the contractor assures that he/she will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et. seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:
 - (1) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - (2) The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this Agreement, that is currently listed as a violating facility, on the effective date of the Agreement, pursuant to 40 CFR Part 15; nor, shall such

listing be the basis for state's termination for cause of this Agreement or for State's disallowance of any cost otherwise allowable under this Agreement. The Contractor agrees to cooperate to remediate, as expeditiously as possible, at any facility the operation and maintenance of which is within the scope of this Agreement, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other contract, subject to the availability of funds.

15. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

16. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of DPSS. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by the Contractor the United States or in any other country without the express written consent of DPSS. DPSS will have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

17. TRANSITION PERIOD

The Contractor recognizes that the services under this Agreement are vital to DPSS and must be continued without interruption, and that, upon expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

- a. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:
 - (1.) List of clients that include:
 - (a.) Current contact information;
 - (b.) Assigned social worker.
- b. Discharge summary that includes:
 - (1.) Services received;
 - (2.) Number of hours of services completed;
 - (3.) On-going service recommendations;
 - (4.) Date for transferring responsibilities.
- c. The Contractor shall provide DPSS with copies of client files.

IV. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective Upon Execution to June 30, 2020, for five (5) years, payable annually.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

CONTRACTOR: Advanced Copy Systems, Inc.
Walter Ferguson
571 East Redlands Blvd
San Bernardino, CA 92408-3942

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

E. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. CONSUMER PRICE INDEX

No price increases will be permitted during the first year of the Agreement. All price decreases (for example, if Contractor offers lower prices to another governmental entity) will automatically be extended to the DPSS. The DPSS requires written proof satisfactory to DPSS of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) for all consumers, all items for the Los Angeles, Riverside and Orange County, CA areas and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

J. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. This Contract incorporates by this reference the terms and conditions of Request for Quote DPARC-401 and the Contractor's response to DPARC-401. In incidences of conflicting provisions, this agreement shall take precedence over DPARC-401. In the event of any conflict between

this Agreement and the Maintenance Agreement, the Agreement will prevail over any other document. This Agreement, including DPARC-401 and any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, quotations, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit A

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: _____
Remit to Name

Address

City State Zip Code

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

Advance Payment \$ _____
(If allowed by Contract/MOU)

 Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Actual Payment \$ _____
(Same amount as 2076B if needed)

1# of Units) X \$0.00 _____ (\$) 0.00
_____ # of Units) X _____ (\$) _____
_____ # of Units) X _____ (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Training Consultant _____ Date _____
Title

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept. ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.



571 East Redlands Blvd., San Bernardino, CA 92408
800-442-5333

Allowed Copies: 0000 B/W 000 COLOR	Meter Charge: .00 Copy B/W	Total Price: 00
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Customer Name:	STATE OF CALIFORNIA	Phone:	
Address:		Fax:	
City:		State:	CA
Zip Code:		PO#:	

Make/ Model:	Serial:	ID#:
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Meter Start:	Contract Includes:
--------------	--------------------

Meter Finish:	Contract Excludes:
---------------	--------------------

From: 04/01/2015	To:	Billing Cycle: MONTHLY OR QUARTERLY	Sales Person:
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THE PURCHASER OF THIS AGREEMENT AGREES TO:

1. Pay the cost of any Excluded items in the Contract.
2. Supply a grounded, dedicated electrical power outlet as required by the manufacturer's specifications.
3. Provide a Key Operator

ADVANCED COPY WILL FURNISH:

1. All labor and material for adjustments, repairs and replacement parts necessitated by normal usage of equipment.
2. Labor during normal business hours (excluding weekends, holidays, and evenings.)
3. When in Advanced Copy Systems, Inc. opinion, reconditioning is necessary because normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Advanced Copy Systems, Inc. will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the customer does not authorize such, Advanced Copy Systems, Inc. may refuse to renew this agreement for this unit; and/or may refuse to continue to service the unit under this Agreement, furnishing service only on a "Per Call" basis.
4. This Maintenance Agreement does not cover computer networking, or errors caused by the customer's computer system network not working properly.

TERMS OF THIS AGREEMENT:

1. This agreement is non-transferable and non-refundable; it becomes null and void upon moving or sale of equipment, unless written permission is given in advance by Advanced Copy Systems, Inc.
2. THE USE OF UNAUTHORIZED SUPPLIES, service or manuals WILL CAUSE THIS AGREEMENT TO BE NULL & VOID WITH OUT ANY REFUND.
3. If this equipment is traded into Advanced Copy Systems, Inc. on new equipment, the unused portion of the maintenance agreement will be applied toward an extended warranty on the new equipment.
4. Damage or loss resulting from abuse; misuse, operator error, the use of non-authorized supplies, fire, theft or acts of God, are not covered.
5. This Maintenance Agreement is subject to final acceptance by Advanced Copy Systems, Inc.
6. In the case legal action against Advanced Copy Systems, Inc., the purchaser of the agreement agrees to pay all legal and court costs, both theirs & Advanced Copy Systems, Inc.
7. Consumable supplies are subject to state sales tax.

I HAVE READ AND AGREE TO THE TERMS OF THIS MAINTENANCE AGREEMENT.
THIS AGREEMENT MUST BE SIGNED & RETURNED WITH PAYMENT TO BECOME EFFECTIVE.

X. _____
Authorized Signature Printed Name Position/Title Date

Advanced Copy Systems, Inc. Approval

Copier Location

Line#	City	Address	Number of machines to be Delivered, Setup and Installed per office site.
42	Moreno Valley	23119 Cottonwood Ave. Bldg. B, Moreno Valley	3
43		23119 Cottonwood Ave., Bldg. C, Moreno Valley	6
44	Jurupa	5961 Mission Blvd. Ste.# 125, Jurupa	2
45	Riverside	3610 Central Ave. 3 rd , 5 th & 6 th Floor, Riverside	4
46		3950 Reynolds Rd., Riverside	1
47		4060 County Circle Drive, Riverside	5
48		9991 County Farm Rd. A & B, Riverside	2
49		10281 Kidd St., Riverside	4
50		11060 Magnolia Ave., Riverside	5
51		11070 Magnolia Ave., Riverside	6
52	Banning	63 S. Fourth St., Banning	3
53		901 Ramsey St., Banning	1
54	Lake Elsinore	1400 Minthorn St., Lake Elsinore	4
55	Hemet	541 N. San Jacinto St., Hemet	6
56		547 N. San Jacinto St., Hemet	3
57	Murrieta	30755 Auld Rd., Murrieta	2
58	Temecula	27464 Commerce Center Dr. Ste. E, Temecula	3
59		43264 Business Park Dr. Ste. B1, Temecula	2
60	Blythe	1225 W. Hobson Way, Blythe	2
61	Cathedral City	68-615 Perez Rd. Ste. 8A & 9A, Cathedral City	4
62		68-625 Perez Rd. Ste.1, 2, 3, 4, & 5, Cathedral City	2
63	Indio	48-113 Jackson St., Indio	4
64		44199 Monroe St. Ste. D, Indio	1
		<i>Totals:</i>	75

EXHIBIT D
Copier Specifications and Maintenance Requirements

Equipment manufacturing status must be **New**. Remanufactured, Factory Produced New or Used **will not** be accepted.

(LINE #1) Two (2) each Multifunction Black and White Digital Copier 50-55 ppm
The following specifications listed below must be included in price. Set-up and Installation and a Minimum of 4 hours of training shall be included as an all-inclusive cost.

General Specifications listed below:

Minimum Copy Speed	B & W50-55 ppm
Minimum Print Resolutions	1200 x 600
Minimum Scan Resolution	600 x 600 dpi
Paper Tray Size and Qty	(2) ea. 8.5 x 11 (1) ea. 8.5 x 14 (1) ea. 11 X 17
Paper weight (range)	20 # +
Maximum Paper Capacity	All trays hold a minimum of 500 sheets (3,000 total standard)
Reduction/Enlargement Capability	YES
Duplexing	YES
Stapling (corner & 2 position)	YES
Sorter capability	YES
Dual Scan Document Processor	YES
3 hole punch capable	YES
Automatic Document Feeder	YES
Book Copying	YES
Network Protocol	TCP/IP, IPX/SPX (NDS support), SMB (Net BEUI), LPD, IPP1.1, SNMP, HTTP
Interface	Ethernet (10BASE-T/100BASE-TX/1000BASE-T), Hi-Speed USB
Support Operating System	Window 7
Page Memory/ Hard Disk Drive	YES
Embedded or External Fax Hardware	Embedded
Electrical requirement	20 amp (dedicated circuit)
Copier Maintenance	YES (Quarterly charge)
Network Ready	YES
ADA Compliant	YES

EXHIBIT E
Copier Specifications and Maintenance Requirement

Equipment manufacturing status must be **New**. Remanufactured, Factory Produced New or Used **will not** be accepted.

LINE #2 Six (6) Multifunction Black and White Digital Copier 60-65 ppm.

The following specifications listed below must be included in price. Set-up and Installation and a Minimum of 4 hours of training shall be included as an all-inclusive cost.

General Specifications listed below:

Minimum Copy Speed	B & W60-65 ppm
Minimum Print Resolutions	1200 x 600
Minimum Scan Resolution	600 x 600 dpi
Paper Tray Size and Qty	(2) ea. 8.5 x 11 (1) ea. 8.5 x 14 (1) ea. 11 X 17
Paper weight (range)	20 # +
Maximum Paper Capacity	All trays hold a minimum of 500 sheets (3,000 total standard)
Reduction/Enlargement Capability	YES
Duplexing	YES
Stapling (corner & 2 position)	YES
Sorter capability	YES
Dual Scan Document Processor	YES
3 hole punch capable	YES
Automatic Document Feeder	YES
Book Copying	YES
Network Protocol	TCP/IP, IPX/SPX (NDS support), SMB (Net BEUI), LPD, IPP1.1, SNMP, HTTP
Interface	Ethernet (10BASE-T/100BASE-TX/1000BASE-T), Hi-Speed USB
Support Operating System	Window 7
Page Memory/ Hard Disk Drive	YES
Embedded or External Fax Hardware	Embedded
Electrical requirement	20 amp (dedicated circuit)
Copier Maintenance	YES (Quarterly charge)
Network Ready	YES
ADA Compliant	YES

EXHIBIT F
Copier Specifications and Maintenance Requirements

Equipment manufacturing status must be **New**. Remanufactured, Factory Produced New or Used **will not** be accepted.

LINE#3 Forty (49) Multifunction Black and White Digital Copiers: 70-75 ppm.

The specifications listed below must be included in price. Set-up and Installation and a Minimum of 4 hours of training shall be included as an all-inclusive cost.

General Specifications listed below:

Minimum Copy Speed	B & W 70-75 ppm
Minimum Print Resolutions	1200 x 600
Minimum Scan Resolution	600 x 600 dpi
Paper Tray Size and Qty	(2) ea. 8.5 x 11 (1) ea. 8.5 x 14 (1) ea. 11 X 17
Paper weight (range)	17 # +110LB
Maximum Paper Capacity	All trays hold a minimum of 500 sheets (3,000 total standard)
Reduction/Enlargement Capability	YES
Duplexing	YES
Stapling (corner & 2 position)	YES
Sorter capability	YES
Dual Scan Document Processor	YES
3 hole punch capable	YES
Automatic Document Feeder	YES
Book Copying	YES
Network Protocol	TCP/IP, IPX/SPX (NDS support), SMB (Net BEUI), LPD, IPP1.1, SNMP, HTTP
Interface	Ethernet (10BASE-T/100BASE-TX/1000BASE-T), Hi-Speed USB
Support Operating System	Window 7
Page Memory / Hard Disk Drive	YES
Embedded or External Fax Hardware	Embedded
Electrical requirement	20 amp (dedicated circuit)
Copier Maintenance	YES (Quarterly charge)
Network Ready	YES
ADA Compliant	YES

Exhibit G
Hard Drive Removal – Existing Machines

Line#	City	Address and Type of existing Machines	Number of machines requiring hard drive removal
	Moreno Valley	23119 Cottonwood Ave. Bldg. B & C	
65		• 7272 BIZHUB (KONICA)	3
66		• 750 BIZHUB (KONICA)	2
67		• 600 BIZHUB (KONICA)	2
68		• 7255 BIZHUB (KONICA)	1
69		• CC238HD (XEROX)	1
	Jurupa	5961 Mission Blvd. Ste.# 125	
70		• 601 BIZHUM (KONICA)	2
	Riverside	3610 Central Ave. 3 rd , 5 th & 6 th Floor	
71		• 7272 BIZHUB (KONICA)	2
72		• 500 BIZHUB (KONICA)	1
73		• 600 BIZHUB (KONICA)	1
		3950 Reynolds Rd.	
74		• 600 BIZHUB (KONICA)	1
		4060 County Circle Drive	
75		• 7272 BIZHUB (KONICA)	3
76		• CC 65 XEROX	1
77		• C3545 XEROX	1
		9991 County Farm Rd. A & B	
78		• 750 BIZHUB (KONICA)	2
		10281 Kidd St.	
79		• 750 BIZHUB (KONICA)	2
80		• C550 BIZHUM (KONICA)	1
81	• 3165 OCE	1	
	11060 Magnolia Ave		
82	• 7272 BIZHUB (KONICA)	4	
83	• 600 BIZHUB (KONICA)	1	
	11070 Magnolia Ave		
84	• 7272 BIZHUB (KONICA)	1	
85	• 750 BIZHUB (KONICA)	1	
86	• 600 BIZHUB (KONICA)	3	
87	• 3165 OCE	1	
	Banning	63 S. Fourth St.	
88		• 7255 BIZHUB (KONICA)	1

89		• 7272 BIZHUB (KONICA)	1	
90		• 500 BIZHUB (KONICA)	1	
		901 Ramsey St.		
91		• 600 BIZHUB (KONICA)	1	
	Lake Elsinore	1400 Minthorn St.		
92		• 600 BIZHUB (KONICA)	1	
93		• 7272 BIZHUB (KONICA)	3	
	Hemet	541 N. San Jacinto St.		
94		• 600 BIZHUB (KONICA)	2	
95		• 750 BIZHUB (KONICA)	2	
96		• 7272 BIZHUB (KONICA)	2	
		547 N. San Jacinto St		
97		• 7272 BIZHUB (KONICA)	1	
98		• 750 BIZHUB (KONICA)	2	
	Murrieta	30755 Auld Rd.		
99		• 500 BIZHUB (KONICA)	1	
100		• 600 BIZHUB (KONICA)	1	
	Temecula	27464 Commerce Center Dr. Ste. E		
101		• 600 BIZHUB (KONICA)	2	
102		• 7272 BIZHUB (KONIA)	1	
			43264 Business Park Dr. Ste. B1	
103		• 7255 BIZHUB (KONICA)	1	
104		• 7272 BIZHUB (KONICA)	1	
	Blythe	1225 W. Hobson Way, Blythe		
105		• 7272 BIZHUB (KONICA)	1	
106		• 7255 BIZHUB (KONICA)	1	
	Cathedral City	68-615 Perez Rd. Ste. 8A & 9A,		
107		• 7272 BIZHUB (KONICA)	2	
108		• 7255 BIZHUB (KONICA)	1	
			68-625 Perez Rd. Ste.1, 2, 3, 4, & 5	
109		• 7272 BIZHUB (KONICA)	1	
110	• 7255 BIZHUB (KONICA)	2		
	Indio	48-113 Jackson St.		
111		• 500 BIZHUB (KONICA)	1	
112		• 750 BIZHUB (KONICA)	1	
113		• 7255 BIZHUB (KONICA)	1	
114		• 7272 BIZHUB (KONICA)	1	
			44199 Monroe St. Ste. D	
115	• 600 BIZHUB (KONICA)	1		
116	Trade-In Offer: Existing machines (75 each)		1	