

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS
 DATE: 5/19/16

Departmental Concurrence

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

349



FROM: Riverside County Information Technology (RCIT) and Purchasing and Fleet Services

SUBMITTAL DATE:
 May 18, 2016

SUBJECT: Approval of Maintenance Service Agreements for Existing Multifunctional Devices with Advanced Copy Systems, Burtronics, Canon, Konica Minolta, Xerox and Ricoh; and Approval of Service Agreements for Print Management Services, Equipment Purchases and Maintenance Services with HP and Ricoh Inc., All Districts [\$20 million total]; [\$4,000,000 annually]; 100% Department Budgets

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Maintenance Service Agreements with Advanced Copy Systems, Burtronics, Canon, Konica Minolta, and Xerox for existing Multifunctional Devices in the amount of \$300,000 each annually for an aggregate maximum total of \$1.5 million per year, for a period of five (5) years; and,
2. Approve and execute the Service Agreements with HP and Ricoh for Print Management Services, Equipment Purchases and Maintenance Agreements in the amount of \$1.25 million each annually for an aggregate maximum total of \$2.5 million per year, for a period of five (5) years; and,

(continued on page 2)

Lisa Brandl
 Lisa Brandl, Director
 Purchasing and Fleet Services

Steve Reneker
 Steve Reneker
 Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 333,333	\$ 4,000,000	\$ 20,000,000	\$ 4,000,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Department Budgets
Budget Adjustment: No
For Fiscal Year: 15/16 – 19/21

C.E.O. RECOMMENDATION:

APPROVE
Jennifer L. Sargent
 BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: | District: ALL | Agenda Number:

3-31

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Maintenance Service Agreements for Existing Multifunctional Devices with Advanced Copy Systems, Burtronics, Canon, Konica Minolta, Xerox and Ricoh; and Approval of Agreements for Print Management Services, Equipment Purchases and Maintenance Services with HP and Ricoh Inc., All Districts [\$20 million total]; [\$4,000,000 annually]; 100% Department Budgets

DATE: May 18, 2016

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RECOMMENDED MOTIONS: (Continued from page 1)

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that do not change the substantive terms of the agreement; (b) move the allocated funds among the vendors not to exceed the annual aggregate maximum total; and (c) sign amendments to the compensation provisions that do not exceed 10% of the aggregate total.

BACKGROUND:

Summary

County departments maintain a fleet of various multifunction printers/scanners/fax devices (MFDs) that are supported by awarded vendors. RCIT and Purchasing and Fleet Services worked together to identify the various service needs of county departments in order to establish new contract awards. Additionally, the agreements presented for approval align with RCIT's adopted technology standards to provide greater efficiencies. Below is a summary of the service agreements presented for approval.

Print Management Services:

RCIT is encouraging departments to utilize Print Management Services as it provides a full-service support program for MFDs. Under a Print Management Service, the vendor is responsible for direct customer support and has required service levels for problem resolution, management, optimizing, support, and maintenance of the MFDs. The agreements presented for approval allow departments to contract for Print Management Services from HP or Ricoh, as they are the new countywide technology standard for new equipment purchases and print management service agreements. If county departments begin utilizing Print Management Services, based on the number of devices and printed pages in the county, it is estimated departments could collectively save as much as 40-50% of the estimated annual \$3.5 million toner spend, which is based on data from Supply Services and recent bid activity. Print Management Services may serve a department's existing inventory of MFDs (including toner – which is one of the highest supply costs for departments) and also provides for new MFDs as the existing inventory is retired, as well as for additional equipment as departments' needs increase.

Maintenance Services:

Approval of the Maintenance Service Agreements allows county departments to continue to receive various services from the vendors for lease arrangements, maintenance and repairs, and rental agreements relating to their existing MFD inventory through the life cycle of the equipment. As the equipment is replaced, county departments will lease or purchase new replacement equipment using RCIT's adopted equipment standards. Based on analysis from the county's financial system, annual maintenance service costs countywide were \$2.5 million last fiscal year. The recommended aggregate agreement amount is lower this time due to the declining use of copiers countywide and the projected increased use of Print Management Services. Due to the complexity and variety of MFDs at county departments, it is difficult to estimate total annual savings. Estimated savings, based on an average-sized black and white copier printing 55 pages per minute, is 28% lower than previous contracts for the same maintenance service.

Equipment Purchases:

During the course of this work effort, RCIT adopted hardware technology standards of HP and Ricoh for MFDs. Implementing technology standards sets a path for future savings and efficiencies. However, there is always a transition period for migrating to the standardized equipment and services. To align with RCIT's adopted standards, and also allow departments who receive state, federal or grant funds who may require utilizing the funds for capital purchases only, agreements for equipment purchases are presented for approval with HP and Ricoh. As an estimate of potential purchases, and based on

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
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DATE: May 18, 2016

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data collected from the Recommended FY15/16 Budget submittal, forty two (42) copier purchases were approved for an estimated amount of \$317,866; an average cost of \$7,568 per device.

Impact on Citizens and Businesses

Utilizing a single set of technology standards and services is a critical step towards building a solid foundation for shared resources and efficiencies for county departments.

SUPPLEMENTAL:

Additional Fiscal Information

County departments will contract directly with the awarded vendors. The individual department's MFD services costs are not within RCIT's rates or budget; departments pay for these costs directly. The requested contract amounts also allows for anticipated increases in needed services resulting from departments expanding into additional offices/facilities.

Contract History and Price Reasonableness

The Purchasing Department, on behalf of the County, issued a bid Request for Proposal PUARC-1423A for a countywide multifunctional device agreement which includes options to rent, lease, purchase, and service agreements. The RFP notification was viewed by 73 companies, and the County received bids from 15 companies. After a comprehensive evaluation by RCIT, it was determined that Advanced Copy Systems, Burtronics, Canon, Konica Minolta, Xerox, and Ricoh will be awarded maintenance service agreements to maintain existing equipment through its life cycle. HP and Ricoh Inc. contracts will provide for new equipment purchases and print management services.

Below is a summary table of the agreements presented for approval:

Description	Advanced Copy Systems	Burtronics	Canon	Konica Minolta	Xerox	Ricoh	HP
Maintenance Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Equipment Purchases						<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Print Management Services						<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

PROFESSIONAL SERVICE AGREEMENT

for

MULTIFUNCTIONAL DEVICE MAINTENANCE SERVICES

between

COUNTY OF RIVERSIDE

and

BURTRONICS BUSINESS SYSTEMS



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This Agreement, made and entered into this 7th day of June, 2016, by and between BURTRONICS BUSINESS SYSTEMS, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Attachment I-Multifunctional Device Standards, Attachment II- Personal Property Loan Agreement and Attachment III, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through May 31, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$300,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY 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 be considered and approved by COUNTY. 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- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(CONTRACTOR must obtain COUNTY invoice address)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-60072-018-05/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. **Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. **Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Purchasing
2980 Washington Street
Riverside CA, 92504
Attn: Procurement Contract Specialist

CONTRACTOR

Burtronics Business Systems
216 South Arrowhead Ave
San Bernardino, CA 92408
Attn: Randy Hlebasko

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 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 own choice 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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 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.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention 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 coverage's 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 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 retention's 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; 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 and the monetary limits of liability required under this Agreement, 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

BURTRONICS BUSINESS SYSTEMS

By: _____
John J. Benoit, Chairman
Board of Supervisors

By:  _____
Name: RANDY HLEBASICO
Title: GENERAL MANAGER

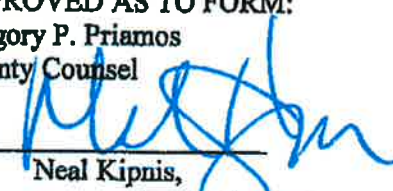
Dated: _____

Dated: 5/19/16

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  _____
Neal Kipnis,
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICE**

This Agreement is for the maintenance and support (including toner and staples) of all products identified in Exhibit B (PAYMENT PROVISIONS). In addition, this agreement includes training, installation, moving services, and disposal of products as part of maintenance and support (excludes consumables such as paper).

1.0 CONTRACTOR requirements:

A. AUTHORIZED DEALER:

CONTRACTOR must be authorized by the manufacturer to service all products awarded under this contract. CONTRACTOR shall maintain these supplier agreements in good standing for the term of the contract. CONTRACTOR must be in possession of agreements and maintain certificates and/or letters from the manufacturer authorizing the performance of services.

B. PRODUCT/SALES REPRESENTATION :

The CONTRACTOR will be required to maintain current pricing information at Riverside County Purchasing offices in the format requested by the purchasing Department. This may include special forms (supplied by the County) and/or PC based information and spread sheets. The CONTRACTOR will be required to provide product literature and have equipment available to demonstrate as required by the COUNTY.

C. COUNTY STANDARDS

CONTRACTOR's equipment must meet the minimum required options, features, volumes, and required up-time as indicated in the COUNTY standard sheet ATTACHMENT I. The COUNTY will obtain services from the awarded CONTRACTOR that is authorized by the manufacturer to perform maintenance and support on equipment. The COUNTY will utilize the awarded CONTRACTORS first based on manufacturer. The COUNTY may seek services outside of this agreement if CONTRACTOR is unable to provide services or not authorized by the manufacturer to provide services.

D. DISCOUNT PROTECTION:

CONTRACTOR shall pass on to the COUNTY any price declines received from manufacturers immediately.

E. OPTIMIZATION:

The COUNTY will request services from the CONTRACTOR to provide maintenance agreement optimization. This shall include but not limited to quarterly usage reports, new rates, pooled plans, per click rates, and identify/determine lowest rate(s) applicable. After the initial maintenance agreement with the COUNTY department and/or Agency, the CONTRACTOR will routinely identify equipment that is not on the most optimized rates and work with the COUNTY to place the user on the most optimized maintenance plan.

F. LOAN AGREEMENT:

CONTRACTOR shall not deliver products or other items to the COUNTY as loaner equipment use prior to receipt of a "Personal Property Loan Agreement" (Attachment II). The products and/or other items shall be returned to the CONTRACTOR at the end of the Loan Agreement period.

G. PRE-SALES CONSULTING:

CONTRACTOR shall provide, on request, pre-sales on-site user consulting services that include, but are not limited to, user consultations, written configurations, price quotes, equipment demonstrations and reliable information regarding current and new technology within the manufacturer's product line and the industry.

H. MOVING SERVICES:

The CONTRACTOR shall provide moving services as part of their maintenance and support. Included in the annual maintenance shall be one moving request at no additional cost for up to four multifunctional devices in a single day under maintenance or recently removed from a maintenance plan. Moving services shall include onsite equipment pick up, disassemble of equipment, delivery to new location and reassemble of equipment. Equipment must be functional at new location after move unless otherwise agreed upon. The CONTRACTOR must include up to a 50 mile radius from original location to new location as part of their moving services made part of the maintenance and support agreement. The COUNTY may request then current pricing for moving services over 50 miles or when exceeding four multifunctional devices move request.

I. HARD DRIVE DISPOSAL

The CONTRACTOR shall provide labor, material, equipment, permits & licenses (as applicable) for the destruction of multifunctional devices hard drives or other related media made part of the equipment. The CONTRACTOR must meet or exceed the ANSI Standards for this service. The responsible department may designate a County employee to witness the process. The CONTRACTOR must provide the COUNTY with a certificate of destruction that will be required to be signed by both the CONTRACTOR and COUNTY. The original signed Certificate of Destruction will be maintained by the requesting department. The Certificate must include the following information:

- I-1. Date of Destruction
- I-2. Method of Destruction
- I-3. Description of the disposed records (Provided by the department and attached)
- I-4. Inclusive dated covered (Provided by the department and attached)
- I-5. A statement of the records were destroyed in the normal course of business
- I-6. Signatures of individuals supervising and witnessing the destruction

Hard drives or other related media must be pulverized to particle size no larger than 1 square inch. Please see Information Security Office Policy A58, <http://rivcocob.com/policy-a/POLICY-A58.pdf>. Other electronic media such as floppy disks, CD's, DVDs, flash memories, USB keys shall be physically destroyed: hammered, drilled, pieces snapped and pulverized.

The COUNTY reserves the right to remove the multifunctional devices hard drives or other related media made part of the equipment without notifying the CONTRACTOR and may utilized other outside CONTRACTORS for this service.

J. TRAINING:

CONTRACTOR must provide “Key Operator” training and general operator training upon installation of each equipment, and as required by the using department at no additional charge to the County throughout the agreement.

K. INSTALLATION:

CONTRACTOR must conduct a pre-site survey to assist in the sitting and planning for all products if requested at no additional cost. CONTRACTOR must discuss electrical, IT and all other requirements for site preparation and provide a schematic drawing with dimensions and connections of the site for the COUNTY to use to prepare the site if requested. The COUNTY will arrange for delivery and installation after site modifications are completed. All work must be performed Monday through Friday (excepting County holidays) between the hours of 8:00 a.m. and 4:00 p.m. All products must be installed within 5 working days after delivery date and must be operational within 5 working days after installation date unless otherwise agreed to by COUNTY ordering department.

L. EQUIPMENT WARRANTIES:

CONTRACTOR shall warrant all products purchased, per the original manufacturer warranty provision as a minimum, as well as any subsequent models requested during the life of the contract, to be free from defects in material and workmanship for a minimum period of one year from the date of delivery. Equipment warranty service shall be provided on-site for one year warranty period. This provision has precedence over the manufacturers’ standard warranty.

M. WARRANTY EXPIRATIONS AND EXTENSIONS:

The COUNTY department ordering the equipment shall be notified of warranty expiration on all purchased equipment in writing within 90 days of the date of expiration. The COUNTY department ordering equipment shall also be given a written estimate of the cost for extending any of the product warranties.

N. EQUIPMENT WARRANTY SUPPORT:

On-site service problem resolution or replacement of failed equipment shall be provided within 24 hours. Extended on-site warranty service must be provided at a stated rate. Shipping will be paid by the sender in all cases. Turn-around repair or replacement time for returned equipment shall be no more than 10 working days. CONTRACTOR shall honor all manufacturers’ warranty service on-site, unless specifically noted as otherwise. CONTRACTOR shall provide comparable loaner equipment, at no additional charge, if requested, when equipment cannot be repaired within 24 hours of technicians first on-site service attempt. The delivery time frame for the loaner equipment shall not exceed 48 hours from the technician’s first on-site service attempt unless otherwise negotiated with the requesting department.

O. EQUIPMENT RECALLS:

When notified by the manufacturer of faulty equipment and/or recalled equipment, the CONTRACTOR shall, within 5 working days, notify all affected COUNTY departments and Purchasing and replace at CONTRACTOR's cost all such faulty equipment immediately and not wait for actual failure.

P. MANUFACTURER CONSISTENCY:

CONTRACTOR shall not change the model number and specifications of equipment from contract and current price list without notifying the Riverside County Departments and Agencies and obtaining written approval for such change from the Riverside County Purchasing Department. Failure to adhere to this requirement may be cause for contract termination, return of equipment to the reseller at no cost to the COUNTY, and a charge to the reseller for any additional costs incurred by the COUNTY to secure the correct equipment from a different source.

Q. MANUALS:

CONTRACTOR shall provide manuals and documentation for all equipment at time of delivery. Additional manuals may be requested by Departments/Agencies at no additional charge to the County.

R. MANAGEMENT REPORTS:

R.1. CONTRACTOR shall provide contract management reports to the all COUNTY departments for their equipment purchases on a quarterly basis and upon request by COUNTY or COUNTY department. These reports shall include:

R-1.1. Number and dollar volume of sales by category

R-1.2. Delivery Dates

R-1.3. Order dates

R-1.4. Model

R-1.5. Serial number

R-1.6. Beginning and ending meter readings

R-1.7. County agency/department

R-1.8. Location of product (address)

R-1.9. Requesting person

R-1.10. Repair records (e.g. average response time, length of down time, number of service calls)

R-1.11. Types of failures

R.2. A current accounts payable/receivable report will list all invoice dates and payment due by COUNTY department. All reports must be accurate, complete and available in an electronic media. At least twice each year, CONTRACTOR will submit Customer Surveys requesting the departments to rate the CONTRACTOR's service, promptness, accuracy of delivery, and thoroughness of customer introduction to the new equipment (model, documentation, maintenance procedure, etc.). Results of these surveys are to be submitted to Riverside County Purchasing. Failure to provide Customer Surveys will be grounds for cancellation of contract.

R.3. The County of Riverside Purchasing department requires the quarterly reports of all equipment maintenance for the COUNTY (Departments and Agencies).

S. NEW TECHNOLOGY AND VENDOR SHOWS:

CONTRACTOR shall provide informational notifications on new technologies to the COUNTY at comparable discounts. CONTRACTOR shall make new technologies available to COUNTY Departments for at least thirty (30) days to review and evaluate, and at other times to introduce new technologies and/or products changes/enhancements. CONTRACTOR is expected to participate and to provide display of contract equipment, at COUNTY locations to assist the manufacturer with promotion of new equipment that may be of benefit to the COUNTY.

T. WARRANTY MAINTENANCE:

CONTRACTOR shall be capable of providing manufacturer's certified repair services for all equipment purchased for the standard and/or extended warranty period provided by manufacturer and/or CONTRACTOR. This service support will be required regardless of which CONTRACTOR originally sold the warranted equipment.

U. MAINTENANCE SERVICES:

U.1. CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased. The CONTRACTOR may be required to assume responsibility for maintenance of other equipment not sold by the CONTRACTOR if the equipment is the same brand offered by the CONTRACTOR. The County has the right to split the award or do what is most advantageous to the County.

U.2. All work performed under this contract shall be in full compliance with the contract requirements and all applicable federal, state, local, industry and regulatory requirements. CONTRACTOR must warranty each repair or completed service call for a period of 90 days. All routine maintenance shall be performed in accordance with manufacturer's recommendations. OEM parts must be used when the replacement of parts is needed on all products. If no OEM parts are available to the County, after market replacements parts may be accepted upon the approval of the County.

V. MAINTENANCE SERVICE COVERAGE:

CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased or under maintenance contract, to the entire County of Riverside. There are five districts that make up the County of Riverside. CONTRACTORS must meet performance standards as specified in Section W of this contract for all districts. Failure to meet these requirements may result in the termination of maintenance contract.

District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the

Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Corona, and Green River.

District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

W. MAINTENANCE PERFORMANCE STANDARDS:

Service performance standards have been established by the County and must be maintained. Failure to meet these requirements may result in the termination of maintenance contract.

The County requires full onsite maintenance. The following service standards must be met:

- W-1. The CONTRACTOR must be able to provide maintenance service to all areas of the County. The County requires a one-point service contact location, which will be responsible for all service requirements.
- W-2. The County has established maximum 4 business hour on site response time to service calls for all areas of the County. Normal business hours are considered 8:00 AM to 4:00 PM Monday through Friday, excluding County holidays and compressed workweek closed days.
- W-3 All equipment are to be operational within four (4) hours from the time the technician arrives. Any variance in excess of this time must be coordinated with the using department at the time of servicing inspection.
- W-4 If the equipment is not repairable within 16 business hours (2 working days) from the original arrival of the service technician, a loaner of acceptable volume will be provided by the service company at no additional cost upon request of the using department.

- W-5. Certain critical operations may require 24-hour service maintenance availability. Maintenance Services must be made available to requesting Departments/Agencies.
- W-6. An estimate for repair for damage or loss caused by the negligence of the County or its employees, and not covered by the service agreement will be submitted in advance by the maintenance technician to the using department prior to any repair work being accomplished. Authorization for the repair work will be accomplished by issuance of a separate purchase order authorized and issued by the using department.
- W-7. Preventive maintenance calls shall be the responsibility of technicians, and the County departments shall not be expected to place calls to request this service.
- W-8. The CONTRACTOR must provide and install a 'History Record Card' on each product. The record card will contain the following minimum information:
- a) Model, serial number and location
 - b) Date, time and description of each service
 - c) Meter reading at each service call
 - d) Length of time the equipment was out of service
 - e) Name/initials of the technician
- W-9. A service report shall be made by the service technician upon each service visit. If parts are not readily available, the technician will note this on the report along with the date he will return to install the part(s). A copy of this report will be provided to the department contact prior to technicians' departure.
- W-10. Each individual piece of equipment will maintain an average UP time of 90% during the five (5) year life of the equipment. This up time is exclusive of operator caused damage or error. Equipment that fall below this level of up time in any six-month period, and suitably sized for their placement, shall be replaced with a comparable model at no charge to the County. The County must approve of comparable model before replacement model is installed.
- X. COMSUMABLES/SUPPLIES/PARTS (INCLUDES TONER, INK AND DRUMS)
CONTRACTOR is required to provide original equipment manufacturer (OEM) for all consumable supplies and/or parts. For any reason the CONTRACTOR is not able to provide OEM consumable supplies and/or parts, the CONTRACTOR must notify the COUNTY. Any alternatives must be approved by the COUNTY prior to use.
- X-1 Consumable such as toner and/or ink shall be shipped directly to the COUNTY at no additional cost. The COUNTY will not provide storage for any consumable supplies and/or parts. It is the intent that networked devices monitored under maintenance or print managed services have the capability to managing consumable supply orders as needed. It will be at the discretion of the COUNTY department if automatic consumables (toner/ink) ordering will be approved for use.

Y. TECHNICIANS:

Technician's performance standards have been established by the County and must be maintained. Failure to meet these requirements may disqualify your bid or if awarded the contract, may result in the termination of maintenance contract.

Y-1 Technicians must be certified by manufacture in all equipment training and repair services. Failure to maintain certified Technicians will be grounds for cancellation of contract.

Y-2 Technicians must be able to perform a full range of servicing and repair service which include but not limited to diagnostics, troubleshooting, installation, removal, replacement of parts, provide training, and configuration.

Z. HELP DESK, TELEPHONE and ONLINE TECHNICAL SUPPORT:

Z.1 CONTRACTOR shall provide 7 am to 6 pm PST/PDT Monday through Friday telephone technical support, and online technical support through the Internet in the event of problems or questions concerning operation of manufacturer's equipment and software delivered and installed at the user site. Response to telephone calls shall be within one (1) working hour of all contracted services and products delivered. CONTRACTOR must provide an 800 number and sufficient phone lines to handle a minimum of six (6) concurrent COUNTY calls. If services are subcontracted, the subcontractor name and location of its offices must be provided in the bid .CONTRACTOR shall provide a help desk to support manufacturer's COUNTY installations. CONTRACTOR shall log all help desk calls and provide reports on a monthly basis to Purchasing Department and on request by other COUNTY departments. These reports shall include:

Z-1.1 Date/time of call

Z-1.2 Location of problem

Z-1.3 Stated problem

Z-1.4 Stated repair/solution

Z-1.5 Response time of CONTRACTOR to the call

Z-1.6 Repair time

Z.2 CONTRACTOR must establish a service level agreement based on the COUNTY's hardware experience. Failure to meet the terms of the service level agreement will be grounds for cancellation of contract.

AA. SECURITY

CONTRACTOR must provide security features or options for all equipment. Due to confidential files and reports, departments may request special security features to ensure the protection of the County.

BB. EXISTING MAINTENANCE CONTRACTS:

The COUNTY, at its option, may elect to change the maintenance contracts on existing County owned devices to the CONTRACTOR authorized to service within the awarded list of CONTRACTORS for this service. The COUNTY may seek services outside of the awarded CONTRACTORS for any reason.

CC. AUTHORIZED THIRD-PARTY MAINTENANCE:

CONTRACTOR or their agents must be authorized by the manufacturer to repair its products and honor the conditions during the warranty period. The CONTRACTOR must submit letters from the manufacturers proposed for use to the COUNTY showing the CONTRACTOR is authorized to repair those products. CONTRACTOR shall maintain these maintenance agreements in good standing for the term of the contract.



Exhibit B- Payment Provisions

BLKWHT MFD MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black and White prints for multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

	Lanier		Toshiba		Konica	
	UNIT	FIXED COST	UNIT	FIXED COST	UNIT	FIXED COST
CPM10 MONTH VOLUME 0-2,500	MP2501		207L		224e	
POOLED (Based on the highest monthly volume)	Monthly	14.35	Monthly	14.35	Monthly	14.35
Unit Monthly Volume Maint. Cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574
Unit Overage Cost						
PER CLICK (No Volume commitment)						
Per click cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574
Monthly Base	Monthly		Monthly		Monthly	
CPM20 MONTH VOLUME 2,500 to 5,000	MP2501		207L		224e	
POOLED (Based on the highest monthly volume)	Monthly	28.7	Monthly	28.7	Monthly	28.7
Unit Monthly Volume Maint. Cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574
Unit Overage Cost						
PER CLICK (No Volume commitment)						
Per click cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574
Monthly Base	Monthly		Monthly		Monthly	
CPM 25 MONTH VOLUME 5,000 TO 10,000	MP25503		257		284e	
POOLED (Based on the highest monthly volume)	Monthly	57.4	Monthly	57.4	Monthly	57.4
Unit Monthly Volume Maint. Cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574
Unit Overage Cost						
PER CLICK (No Volume commitment)						
Per click cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574
Monthly Base	Monthly		Monthly		Monthly	
CPM 28 MONTH VOLUME 10,000 TO 20,000	MP3003		307		284e	

POOLED (Based on the highest monthly volume)									
Unit Monthly Volume Maint. Cost	Monthly	114.8	Monthly	114.8	Monthly	114.8	Monthly	114.8	114.8
Unit Overage Cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	0.00574
PER CLICK (No Volume commitment)									
Per click cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	0.00574
Monthly Base	Monthly		Monthly		Monthly		Monthly		
CPM 35 MONTH VOLUME 20,000 TO 30,000									
POOLED (Based on the highest monthly volume)									
Unit Monthly Volume Maint. Cost	Monthly	172.2	Monthly	172.2	Monthly	172.2	Monthly	172.2	172.2
Unit Overage Cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	0.00574
PER CLICK (No Volume commitment)									
Per click cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	0.00574
Monthly Base	Monthly		Monthly		Monthly		Monthly		
CPM 45 MONTH VOLUME 30,000 TO 40,000									
POOLED (Based on the highest monthly volume)									
Unit Monthly Volume Maint. Cost	Monthly	190	Monthly	190	Monthly	190	Monthly	190	190
Unit Overage Cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	0.00475
PER CLICK (No Volume commitment)									
Per click cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	0.00475
Monthly Base	Monthly		Monthly		Monthly		Monthly		
CPM 50 MONTH VOLUME 45,000 TO 50,000									
POOLED (Based on the highest monthly volume)									
Unit Monthly Volume Maint. Cost	Monthly	237.5	Monthly	237.5	Monthly	237.5	Monthly	237.5	237.5
Unit Overage Cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	0.00475
PER CLICK (No Volume commitment)									
Per click cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	0.00475
Monthly Base	Monthly		Monthly		Monthly		Monthly		
CPM 60 MONTH VOLUME 50,000 TO 60,000									
POOLED (Based on the highest monthly volume)									
Unit Monthly Volume Maint. Cost	Monthly	285	Monthly	285	Monthly	285	Monthly	285	285
Unit Overage Cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	0.00475
PER CLICK (No Volume commitment)									
Per click cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	0.00475
Monthly Base	Monthly		Monthly		Monthly		Monthly		

Per click cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475
Monthly Base	Monthly		Monthly		Monthly	
CPM 72 MONTH VOLUME 60,000 TO 75,000	MP7502		757		754e	
POOLED (Based on the highest monthly volume)						
Unit Monthly Volume Maint. Cost	Monthly	273.75	Monthly	273.75	Monthly	273.75
Unit Overage Cost	Per Click	0.00365	Per Click	0.00365	Per Click	0.00365
PER CLICK (No Volume commitment)						
Per click cost	Per Click	0.00365	Per Click	0.00365	Per Click	0.00365
Monthly Base	Monthly		Monthly		Monthly	
CPM 80 MONTH VOLUME 75,000 TO 100,000	MP8002		857		1100	
POOLED (Based on the highest monthly volume)						
Unit Monthly Volume Maint. Cost	Monthly	365	Monthly	365	Monthly	365
Unit Overage Cost	Per Click	0.00365	Per Click	0.00365	Per Click	0.00365
PER CLICK (No Volume commitment)						
Per click cost	Per Click	0.00365	Per Click	0.00365	Per Click	0.00365
Monthly Base	Monthly		Monthly		Monthly	

BLKWHT AND COLOR MFD MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black & White and Color prints of multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

	Lanier		Toshiba		Konica	
	UNIT	FIXED COST	UNIT	FIXED COST	UNIT	FIXED COST
CPM10 MONTH VOLUME 0-2,500						
POOLED (Based on the highest monthly volume) BLKWHT	r2003		2050c		r224e	
Unit Monthly Volume Maint. Cost	Monthly	13	Monthly	13	Monthly	13
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	122.5	Monthly	122.5	Monthly	122.5
Unit Overage Cost	Per Click	0.049	Per Click	0.049	Per Click	0.049
PER CLICK (No Volume commitment) BLKWHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052

Monthly Base	Monthly				Monthly	
PER CLICK (No Volume commitment) COLOR	Per Click	0.049	Per Click	0.049	Per Click	0.049
Per click cost	Monthly		Monthly		Monthly	
Monthly Base	c2003		2050c		c224e	
CPM20 MONTH VOLUME 2,500 to 5,000						
POOLED (Based on the highest monthly volume) BLKWHT						
Unit Monthly Volume Maint. Cost	Monthly	26	Monthly	26	Monthly	26
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	245	Monthly	245	Monthly	245
Unit Overage Cost	Per Click	0.049	Per Click	0.049	Per Click	0.049
PER CLICK (No Volume commitment) BLKWHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.049	Per Click	0.049	Per Click	0.049
Monthly Base	Monthly		2550c		c284e	
CPM 25 MONTH VOLUME 5,000 TO 10,000						
POOLED (Based on the highest monthly volume) BLKWHT						
Unit Monthly Volume Maint. Cost	Monthly	52	Monthly	52	Monthly	52
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	490	Monthly	490	Monthly	490
Unit Overage Cost	Per Click	0.049	Per Click	0.049	Per Click	0.049
PER CLICK (No Volume commitment) BLKWHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.049	Per Click	0.049	Per Click	0.049
Monthly Base	Monthly		3055c		c364e	
CPM 28 MONTH VOLUME 10,000 TO 20,000						
POOLED (Based on the highest monthly volume) BLKWHT						

Unit Monthly Volume Maint. Cost	Monthly	104	Monthly	104	Monthly	104
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	780	Monthly	780	Monthly	780
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
PER CLICK (No Volume commitment) BLK/WHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
Monthly Base	Monthly		Monthly		Monthly	
CPM 35 MONTH VOLUME 20,000 TO 30,000						
POOLED (Based on the highest monthly volume) BLK/WHT						
Unit Monthly Volume Maint. Cost	Monthly	156	Monthly	156	Monthly	156
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	1170	Monthly	1170	Monthly	1170
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
PER CLICK (No Volume commitment) BLK/WHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
Monthly Base	Monthly		Monthly		Monthly	
CPM 45 MONTH VOLUME 30,000 TO 40,000						
POOLED (Based on the highest monthly volume) BLK/WHT						
Unit Monthly Volume Maint. Cost	Monthly	208	Monthly	208	Monthly	208
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	1560	Monthly	1560	Monthly	1560
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
PER CLICK (No Volume commitment) BLK/WHT						

Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
Monthly Base	Monthly		Monthly		Monthly	
CPM 50 MONTH VOLUME 45,000 TO 50,000	c5503		5055c		c554e	
POOLED (Based on the highest monthly volume) BLKWHT						
Unit Monthly Volume Maint. Cost	Monthly	260	Monthly	260	Monthly	260
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	1950	Monthly	1950	Monthly	1950
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
PER CLICK (No Volume commitment) BLKWHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
Monthly Base	Monthly		Monthly		Monthly	
CPM 60 MONTH VOLUME 50,000 TO 60,000	c6003		6560c		c654e	
POOLED (Based on the highest monthly volume) BLKWHT						
Unit Monthly Volume Maint. Cost	Monthly	312	Monthly	312	Monthly	312
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	2340	Monthly	2340	Monthly	2340
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
PER CLICK (No Volume commitment) BLKWHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
Monthly Base	Monthly		Monthly		Monthly	
CPM 80 MONTH VOLUME 75,000 TO 100,000	c8002		6570c		c754e	

POOLED (Based on the highest monthly volume) BLK/WHT							
Unit Monthly Volume Maint. Cost	Monthly	520	Monthly	520	Monthly	520	
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052	
POOLED (Based on the highest monthly volume) COLOR							
Unit Monthly Volume Maint. Cost	Monthly	3900	Monthly	3900	Monthly	3900	
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039	
PER CLICK (No Volume commitment) BLK/WHT							
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052	
Monthly Base	Monthly		Monthly		Monthly		
PER CLICK (No Volume commitment) COLOR							
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039	
Monthly Base	Monthly		Monthly		Monthly		

PLOTTERS BLK/WHT AND COLOR MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black & White and Color prints of plotters based on volume. A pooled or per click option is available based on the needs of the County.

	Lanier		Toshiba		Konica	
	UNIT	FIXED COST	UNIT	FIXED COST	UNIT	FIXED COST
42 inch plotters (blk/wht) low volume						
POOLED (Based on the highest monthly volume) BLK/WHT						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
PER CLICK (No Volume commitment) BLK/WHT						
Per click cost	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
Monthly Base	Monthly		Monthly		Monthly	

42 inch plotters (blk/wht) low & high volume									
POOLED (Based on the highest monthly volume) BLK/WHT									
Unit Monthly Volume Maint. Cost	Monthly			Monthly				Monthly	
Unit Overage Cost	Per Click	0.0995		Per Click	0.0995			Per Click	0.0995
POOLED (Based on the highest monthly volume) COLOR									
Unit Monthly Volume Maint. Cost	Monthly			Monthly				Monthly	
Unit Overage Cost	Per Click	0.2955		Per Click	0.2955			Per Click	0.2955
PER CLICK (No Volume commitment) BLK/WHT									
Per click cost	Per Click	0.0995		Per Click	0.0995			Per Click	0.0995
Monthly Base	Monthly			Monthly				Monthly	
PER CLICK (No Volume commitment) COLOR									
Per click cost	Per Click	0.2955		Per Click	0.2955			Per Click	0.2955
Monthly Base	Monthly			Monthly				Monthly	
42 inch plotters (blk/wht) high volume									
POOLED (Based on the highest monthly volume) BLK/WHT									
Unit Monthly Volume Maint. Cost	Monthly			Monthly				Monthly	
Unit Overage Cost	Per Click	0.0995		Per Click	0.0995			Per Click	0.0995
POOLED (Based on the highest monthly volume) COLOR									
Unit Monthly Volume Maint. Cost	Monthly			Monthly				Monthly	
Unit Overage Cost	Per Click	0.2955		Per Click	0.2955			Per Click	0.2955
PER CLICK (No Volume commitment) BLK/WHT									
Per click cost	Per Click	0.0995		Per Click	0.0995			Per Click	0.0995
Monthly Base	Monthly			Monthly				Monthly	
PER CLICK (No Volume commitment) COLOR									
Per click cost	Per Click	0.2955		Per Click	0.2955			Per Click	0.2955
Monthly Base	Monthly			Monthly				Monthly	
42 inch plotters (color) low volume									
POOLED (Based on the highest monthly volume) BLK/WHT									
Unit Monthly Volume Maint. Cost	Monthly			Monthly				Monthly	
Unit Overage Cost	Per Click	0.0995		Per Click	0.0995			Per Click	0.0995
POOLED (Based on the highest monthly volume) COLOR									
Unit Monthly Volume Maint. Cost	Monthly			Monthly				Monthly	
Unit Overage Cost	Per Click	0.2955		Per Click	0.2955			Per Click	0.2955

Unit Overage Cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
PER CLICK (No Volume commitment) BLK/WHT						
Per click cost	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
Monthly Base	Monthly		Monthly		Monthly	
42 inch plotters color low & high volume						
POOLED (Based on the highest monthly volume) BLK/WHT						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
PER CLICK (No Volume commitment) BLK/WHT						
Per click cost	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
Monthly Base	Monthly		Monthly		Monthly	
42 inch plotters color high volume						
POOLED (Based on the highest monthly volume) BLK/WHT						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
PER CLICK (No Volume commitment) BLK/WHT						
Per click cost	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
Monthly Base	Monthly		Monthly		Monthly	

Attachment I

MULTIFUNCTIONAL DEVICE STANDARDS

The following standards are County wide and facilitated through the County of Riverside Information Technology Department. Please note the County continuously updates hardware and software standards as technology evolves and may revise its standards at any time which will be the sole responsibility of the CONTRACTOR to ensure they meet the current listing.

Listing below RCIT_StrategicPlan_FY1516_12-09-15

County of Riverside Technology Standards	
Desktop/Laptop Software	Standard
Operating System	Microsoft Windows 7
Web Browser	Microsoft Internet Explorer /Firefox
Word Processing	Microsoft Word 2013
Spreadsheet	Microsoft Excel 2013
Presentation	Microsoft PowerPoint 2013
Local Database	Microsoft Access 2013
Instant Messaging, Presence, Voice, Conferencing, Video	Microsoft Lync 2013/Cisco Jabber
Note Taking, Business Organization, Data Management	Microsoft OneNote 2013
Design and Implementation XML based Electronic Forms	Adobe Forms Central
Local Integrated Messaging and Communication Client	Office 365
Graphical Object Drawing Application	Microsoft Visio 2013
Project Management	Microsoft Project 2013
Desktop Virus/Spam Management	Microsoft Endpoint Protection
Document Editing	Adobe Acrobat Professional
Image/Photo Editing	Adobe Photoshop

County of Riverside Technology Standards	
Enterprise Services	Standard
Enterprise Operating System	Windows Server 2012
Enterprise Messaging on Premise or in the Cloud	Office 365
Online Virus /Spam Protection	Symantec
Enterprise Collaboration and Web Platform	Microsoft SharePoint Server 2013
Enterprise Systems Management	Microsoft Systems Center 2012
Enterprise Database Services	Microsoft SQL Server 2012, Oracle 12C (mission critical 24x7)
Web-based App Development Tool	MS Visual Studio Builder
Document Management	Laserfiche
Electronic Plan Review	Bluebeam Revu
Mobile Data Management	Microsoft EMS/Intune
Online Services	Standard
Identity Management	Microsoft Active Directory/Forefront Identify Manager (FIM)
Cloud based Desktop Applications	Office 365
Application Hosting	Microsoft Azure
Geographic Information	Standard
GIS Tools	ESRI ArcGIS
Open Data	Standard
Open Data Platform	Socrata
Hardware	Standard
Desktop/Laptop	HP/Dell
Rugged Laptop/Mobile Data Computer	Panasonic/Getac
Printer	HP/Ricoh(MFC)
Tablet	Microsoft Surface/Apple iPad
Server	HP/Dell

Attachment II



PERSONAL PROPERTY LOAN AGREEMENT

The undersigned does hereby lend to the County of Riverside all that personal property (herein referred to as "Equipment"), listed on Attachment "A", which is detailed below and/or attached hereto and incorporated herein by this reference as though fully set forth herein and here at.

The undersigned acknowledges and agrees that the County Department accepting said Equipment will exercise only reasonable care in the protection of the Equipment, it being specifically provided; however, that neither the County nor any of its officers, agents, servants or employees shall assume any liability or responsibility whatever for the equipment in the event of any loss or damage thereto as the result of any occurrence whatsoever, including negligent acts or omissions of the County, its officers, agents, servants and employees.

The undersigned further certifies that he or she is authorized to execute this document for and on the behalf of the person, firm or corporation designated immediately below the signature hereof, and agrees to and accepts all of the other terms and conditions hereof, and does further acknowledge and agree that no other terms or conditions whatsoever shall apply to the loan of Equipment hereunder without the prior written consent of the Riverside County Purchasing Agent.

Unless purchased or otherwise permanently acquired by the County, upon demand of the undersigned or the undersigned's firm, the Equipment shall be returned without cost, loss or liability of any kind, nature or sort whatever to the County, at the convenience of the County. The undersigned does hereby further acknowledge and agree that the acceptance and use of the Equipment creates no obligation whatsoever on the part of the County to acquire said Equipment or any other equipment whatever or at any time from the undersigned or the undersigned's firm except upon the express written agreement of the County, given and made in accordance with any and all applicable legal requirements.

Attachment II Cont.

Subject to the terms and conditions above, the items described in Attachment "A" may be loaned to the County.

BY: Purchasing Agent, Asst. Purchasing Agent, or Procurement Contract Specialist

Name	Title	Date
------	-------	------

ACCEPTED BY VENDOR:

Name	Title	Date
------	-------	------

For: _____

 Company _____

 Address

* Return signed original to Purchasing's Equipment Loan File.

Attachment II Cont.

Attachment A (PERSONAL PROPERTY LOAN AGREEMENT)

Vendor shall describe in full all items to be loaned to the County of Riverside:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

Attachment III

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and _____

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
- b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
- c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
- d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. 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 Addendum, 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 Addendum. 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.
- B. 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.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. 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.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

PROFESSIONAL SERVICE AGREEMENT

for

MULTIFUNCTIONAL DEVICE MAINTENANCE SERVICES

between

COUNTY OF RIVERSIDE

and

ADVANCED COPY SYSTEMS, INC.



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This Agreement, made and entered into this 7th day of June, 2016, by and between ADVANCED COPY SYSTEMS, INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Attachment I-Multifunctional Device Standards, Attachment II- Personal Property Loan Agreement and Attachment III, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through May 31, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$300,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY 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 be considered and approved by COUNTY. 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- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(CONTRACTOR must obtain COUNTY invoice address)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-60072-001-05/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Purchasing
2980 Washington Street
Riverside CA, 92504
Attn: Procurement Contract Specialist

CONTRACTOR

ADVANCED COPY SYSTEMS, INC.
571 East Redlands Blvd.
San Bernardino, CA 92408
Attn: Walter Ferguson

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 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 own choice 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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 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.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention 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 coverage's 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 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 retention's 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; 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 and the monetary limits of liability required under this Agreement, 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

ADVANCED COPY SYSTEMS, INC.

By: _____
John J. Benoit, Chairman
Board of Supervisors

By:  _____
Name: Walter Ferguson
Title: President

Dated: _____

Dated: May 19, 2016

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  _____
Neal Kipnis,
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICE**

This Agreement is for the maintenance and support (including toner and staples) of all products identified in Exhibit B (PAYMENT PROVISIONS). In addition, this agreement includes training, installation, moving services, and disposal of products as part of maintenance and support (excludes consumables such as paper).

1.0 CONTRACTOR requirements:

A. AUTHORIZED DEALER:

CONTRACTOR must be authorized by the manufacturer to service all products awarded under this contract. CONTRACTOR shall maintain these supplier agreements in good standing for the term of the contract. CONTRACTOR must be in possession of agreements and maintain certificates and/or letters from the manufacturer authorizing the performance of services.

B. PRODUCT/SALES REPRESENTATION :

The CONTRACTOR will be required to maintain current pricing information at Riverside County Purchasing offices in the format requested by the purchasing Department. This may include special forms (supplied by the County) and/or PC based information and spread sheets. The CONTRACTOR will be required to provide product literature and have equipment available to demonstrate as required by the COUNTY.

C. COUNTY STANDARDS

CONTRACTOR's equipment must meet the minimum required options, features, volumes, and required up-time as indicated in the COUNTY standard sheet ATTACHMENT I. The COUNTY will obtain services from the awarded CONTRACTOR that is authorized by the manufacturer to perform maintenance and support on equipment. The COUNTY will utilize the awarded CONTRACTORS first based on manufacturer. The COUNTY may seek services outside of this agreement if CONTRACTOR is unable to provide services or not authorized by the manufacturer to provide services.

D. DISCOUNT PROTECTION:

CONTRACTOR shall pass on to the COUNTY any price declines received from manufacturers immediately.

E. OPTIMIZATION:

The COUNTY will request services from the CONTRACTOR to provide maintenance agreement optimization. This shall include but not limited to, quarterly usage reports, new rates, pooled plans, per click rates, and identify/determine lowest rate(s) applicable. After the initial maintenance agreement with the COUNTY department and/or Agency, the CONTRACTOR will routinely identify equipment that is not on the most optimized rates and work with the COUNTY to place the user on the most optimized maintenance plan.

F. LOAN AGREEMENT:

CONTRACTOR shall not deliver products or other items to the COUNTY as loaner equipment use prior to receipt of a "Personal Property Loan Agreement" (Attachment II). The products and/or other items shall be returned to the CONTRACTOR at the end of the Loan Agreement period.

G. PRE-SALES CONSULTING:

CONTRACTOR shall provide, on request, pre-sales on-site user consulting services that include, but are not limited to, user consultations, written configurations, price quotes, equipment demonstrations and reliable information regarding current and new technology within the manufacturer's product line and the industry.

H. MOVING SERVICES:

The CONTRACTOR shall provide moving services as part of their maintenance and support. Included in the annual maintenance shall be one moving request at no additional cost for up to four multifunctional devices in a single day under maintenance or recently removed from a maintenance plan. Moving services shall include onsite equipment pick up, disassemble of equipment, delivery to new location and reassemble of equipment. Equipment must be functional at new location after move unless otherwise agreed upon. The CONTRACTOR must include up to a 50 mile radius from original location to new location as part of their moving services made part of the maintenance and support agreement. The COUNTY may request then current pricing for moving services over 50 miles or when exceeding four multifunctional devices move request.

I. HARD DRIVE DISPOSAL

The CONTRACTOR shall provide labor, material, equipment, permits & licenses (as applicable) for the destruction of multifunctional devices hard drives or other related media made part of the equipment. The CONTRACTOR must meet or exceed the ANSI Standards for this service. The responsible department may designate a County employee to witness the process. The CONTRACTOR must provide the COUNTY with a certificate of destruction that will be required to be signed by both the CONTRACTOR and COUNTY. The original signed Certificate of Destruction will be maintained by the requesting department. The Certificate must include the following information:

- I-1. Date of Destruction
- I-2. Method of Destruction
- I-3. Description of the disposed records (Provided by the department and attached)
- I-4. Inclusive dated covered (Provided by the department and attached)
- I-5. A statement of the records were destroyed in the normal course of business
- I-6. Signatures of individuals supervising and witnessing the destruction

Hard drives or other related media must be pulverized to particle size no larger than 1 square inch. Please see Information Security Office Policy A58, <http://rivcocob.com/policy-a/POLICY-A58.pdf>. Other electronic media such as floppy disks, CD's, DVDs, flash memories, USB keys shall be physically destroyed: hammered, drilled, pieces snapped and pulverized.

The COUNTY reserves the right to remove the multifunctional devices hard drives or other related media made part of the equipment without notifying the CONTRACTOR and may utilized other outside CONTRACTORS for this service.

J. TRAINING:

CONTRACTOR must provide “Key Operator” training and general operator training upon installation of each equipment, and as required by the using department at no additional charge to the County throughout the agreement.

K. INSTALLATION:

CONTRACTOR must conduct a pre-site survey to assist in the sitting and planning for all products if requested at no additional cost. CONTRACTOR must discuss electrical, IT and all other requirements for site preparation and provide a schematic drawing with dimensions and connections of the site for the COUNTY to use to prepare the site if requested. The COUNTY will arrange for delivery and installation after site modifications are completed. All work must be performed Monday through Friday (excepting County holidays) between the hours of 8:00 a.m. and 4:00 p.m. All products must be installed within 5 working days after delivery date and must be operational within 5 working days after installation date unless otherwise agreed to by COUNTY ordering department.

L. EQUIPMENT WARRANTIES:

CONTRACTOR shall warrant all products purchased, per the original manufacturer warranty provision as a minimum, as well as any subsequent models requested during the life of the contract, to be free from defects in material and workmanship for a minimum period of one year from the date of delivery. Equipment warranty service shall be provided on-site for one year warranty period. This provision has precedence over the manufacturers’ standard warranty.

M. WARRANTY EXPIRATIONS AND EXTENSIONS:

The COUNTY department ordering the equipment shall be notified of warranty expiration on all purchased equipment in writing within 90 days of the date of expiration. The COUNTY department ordering equipment shall also be given a written estimate of the cost for extending any of the product warranties.

N. EQUIPMENT WARRANTY SUPPORT:

On-site service problem resolution or replacement of failed equipment shall be provided within 24 hours. Extended on-site warranty service must be provided at a stated rate. Shipping will be paid by the sender in all cases. Turn-around repair or replacement time for returned equipment shall be no more than 10 working days. CONTRACTOR shall honor all manufacturers’ warranty service on-site, unless specifically noted as otherwise. CONTRACTOR shall provide comparable loaner equipment, at no additional charge, if requested, when equipment cannot be repaired within 24 hours of technicians first on-site service attempt. The delivery time frame for the loaner equipment shall not exceed 48 hours from the technician’s first on-site service attempt unless otherwise negotiated with the requesting department.

O. EQUIPMENT RECALLS:

When notified by the manufacturer of faulty equipment and/or recalled equipment, the CONTRACTOR shall, within 5 working days, notify all affected COUNTY departments and Purchasing and replace at CONTRACTOR's cost all such faulty equipment immediately and not wait for actual failure.

P. MANUFACTURER CONSISTENCY:

CONTRACTOR shall not change the model number and specifications of equipment from contract and current price list without notifying the Riverside County Departments and Agencies and obtaining written approval for such change from the Riverside County Purchasing Department. Failure to adhere to this requirement may be cause for contract termination, return of equipment to the reseller at no cost to the COUNTY, and a charge to the reseller for any additional costs incurred by the COUNTY to secure the correct equipment from a different source.

Q. MANUALS:

CONTRACTOR shall provide manuals and documentation for all equipment at time of delivery. Additional manuals may be requested by Departments/Agencies at no additional charge to the County.

R. MANAGEMENT REPORTS:

R.1. CONTRACTOR shall provide contract management reports to the all COUNTY departments for their equipment purchases on a quarterly basis and upon request by COUNTY or COUNTY department. These reports shall include:

R-1.1. Number and dollar volume of sales by category

R-1.2. Delivery Dates

R-1.3. Order dates

R-1.4. Model

R-1.5. Serial number

R-1.6. Beginning and ending meter readings

R-1.7. County agency/department

R-1.8. Location of product (address)

R-1.9. Requesting person

R-1.10. Repair records (e.g. average response time, length of down time, number of service calls)

R-1.11. Types of failures

R.2. A current accounts payable/receivable report will list all invoice dates and payment due by COUNTY department. All reports must be accurate, complete and available in an electronic media. At least twice each year, CONTRACTOR will submit Customer Surveys requesting the departments to rate the CONTRACTOR's service, promptness, accuracy of delivery, and thoroughness of customer introduction to the new equipment (model, documentation, maintenance procedure, etc.). Results of these surveys are to be submitted to Riverside County Purchasing. Failure to provide Customer Surveys will be grounds for cancellation of contract.

R.3. The County of Riverside Purchasing department requires the quarterly reports of all equipment maintenance for the COUNTY (Departments and Agencies).

S. NEW TECHNOLOGY AND VENDOR SHOWS:

CONTRACTOR shall provide informational notifications on new technologies to the COUNTY at comparable discounts. CONTRACTOR shall make new technologies available to COUNTY Departments for at least thirty (30) days to review and evaluate, and at other times to introduce new technologies and/or products changes/enhancements. CONTRACTOR is expected to participate and to provide display of contract equipment, at COUNTY locations to assist the manufacturer with promotion of new equipment that may be of benefit to the COUNTY.

T. WARRANTY MAINTENANCE:

CONTRACTOR shall be capable of providing manufacturer's certified repair services for all equipment purchased for the standard and/or extended warranty period provided by manufacturer and/or CONTRACTOR. This service support will be required regardless of which CONTRACTOR originally sold the warranted equipment.

U. MAINTENANCE SERVICES:

U.1. CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased. The CONTRACTOR may be required to assume responsibility for maintenance of other equipment not sold by the CONTRACTOR if the equipment is the same brand offered by the CONTRACTOR. The County has the right to split the award or do what is most advantageous to the County.

U.2. All work performed under this contract shall be in full compliance with the contract requirements and all applicable federal, state, local, industry and regulatory requirements. CONTRACTOR must warranty each repair or completed service call for a period of 90 days. All routine maintenance shall be performed in accordance with manufacturer's recommendations. OEM parts must be used when the replacement of parts is needed on all products. If no OEM parts are available to the County, after market replacements parts may be accepted upon the approval of the County.

V. MAINTENANCE SERVICE COVERAGE:

CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased or under maintenance contract, to the entire County of Riverside. There are five districts that make up the County of Riverside. CONTRACTORS must meet performance standards as specified in Section W of this contract for all districts. Failure to meet these requirements may result in the termination of maintenance contract.

District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the

Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Corona, and Green River.

District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

W. MAINTENANCE PERFORMANCE STANDARDS:

Service performance standards have been established by the County and must be maintained. Failure to meet these requirements may result in the termination of maintenance contract.

The County requires full onsite maintenance. The following service standards must be met:

- W-1. The CONTRACTOR must be able to provide maintenance service to all areas of the County. The County requires a one-point service contact location, which will be responsible for all service requirements.
- W-2. The County has established maximum 4 business hour on site response time to service calls for all areas of the County. Normal business hours are considered 8:00 AM to 4:00 PM Monday through Friday, excluding County holidays and compressed workweek closed days.
- W-3 All equipment are to be operational within four (4) hours from the time the technician arrives. Any variance in excess of this time must be coordinated with the using department at the time of servicing inspection.
- W-4 If the equipment is not repairable within 16 business hours (2 working days) from the original arrival of the service technician, a loaner of acceptable volume will be provided by the service company at no additional cost upon request of the using department.

- W-5. Certain critical operations may require 24-hour service maintenance availability. Maintenance Services must be made available to requesting Departments/Agencies.
- W-6. An estimate for repair for damage or loss caused by the negligence of the County or its employees, and not covered by the service agreement will be submitted in advance by the maintenance technician to the using department prior to any repair work being accomplished. Authorization for the repair work will be accomplished by issuance of a separate purchase order authorized and issued by the using department.
- W-7. Preventive maintenance calls shall be the responsibility of technicians, and the County departments shall not be expected to place calls to request this service.
- W-8. The CONTRACTOR must provide and install a 'History Record Card' on each product. The record card will contain the following minimum information:
- a) Model, serial number and location
 - b) Date, time and description of each service
 - c) Meter reading at each service call
 - d) Length of time the equipment was out of service
 - e) Name/initials of the technician
- W-9. A service report shall be made by the service technician upon each service visit. If parts are not readily available, the technician will note this on the report along with the date he will return to install the part(s). A copy of this report will be provided to the department contact prior to technicians' departure.
- W-10 Each individual piece of equipment will maintain an average UP time of 90% during the five (5) year life of the equipment. This up time is exclusive of operator caused damage or error. Equipment that fall below this level of up time in any six-month period, and suitably sized for their placement, shall be replaced with a comparable model at no charge to the County. The County must approve of comparable model before replacement model is installed.

X. COMSUMABLES/SUPPLIES/PARTS (INCLUDES TONER, INK AND DRUMS)

CONTRACTOR is required to provide original equipment manufacturer (OEM) for all consumable supplies and/or parts. For any reason the CONTRACTOR is not able to provide OEM consumable supplies and/or parts, the CONTRACTOR must notify the COUNTY. Any alternatives must be approved by the COUNTY prior to use.

X-1 Consumable such as toner and/or ink shall be shipped directly to the COUNTY at no additional cost. The COUNTY will not provide storage for any consumable supplies and/or parts. It is the intent that networked devices monitored under maintenance or print managed services have the capability to managing consumable supply orders as needed. It will be at the discretion of the COUNTY department if automatic consumables (toner/ink) ordering will be approved for use.

Y. TECHNICIANS:

Technician's performance standards have been established by the County and must be maintained. Failure to meet these requirements may disqualify your bid or if awarded the contract, may result in the termination of maintenance contract.

Y-1 Technicians must be certified by manufacture in all equipment training and repair services. Failure to maintain certified Technicians will be grounds for cancellation of contract.

Y-2 Technicians must be able to perform a full range of servicing and repair service which include but not limited to diagnostics, troubleshooting, installation, removal, replacement of parts, provide training, and configuration.

Z. HELP DESK, TELEPHONE and ONLINE TECHNICAL SUPPORT:

Z.1 CONTRACTOR shall provide 7 am to 6 pm PST/PDT Monday through Friday telephone technical support, and online technical support through the Internet in the event of problems or questions concerning operation of manufacturer's equipment and software delivered and installed at the user site. Response to telephone calls shall be within one (1) working hour of all contracted services and products delivered. CONTRACTOR must provide an 800 number and sufficient phone lines to handle a minimum of six (6) concurrent COUNTY calls. If services are subcontracted, the subcontractor name and location of its offices must be provided in the bid .CONTRACTOR shall provide a help desk to support manufacturer's COUNTY installations. CONTRACTOR shall log all help desk calls and provide reports on a monthly basis to Purchasing Department and on request by other COUNTY departments. These reports shall include:

Z-1.1 Date/time of call

Z-1.2 Location of problem

Z-1.3 Stated problem

Z-1.4 Stated repair/solution

Z-1.5 Response time of CONTRACTOR to the call

Z-1.6 Repair time

Z.2 CONTRACTOR must establish a service level agreement based on the COUNTY's hardware experience. Failure to meet the terms of the service level agreement will be grounds for cancellation of contract.

AA. SECURITY

CONTRACTOR must provide security features or options for all equipment. Due to confidential files and reports, departments may request special security features to ensure the protection of the County.

BB. EXISTING MAINTENANCE CONTRACTS:

The COUNTY, at its option, may elect to change the maintenance contracts on existing County owned devices to the CONTRACTOR authorized to service within the awarded list of CONTRACTORS for this service. The COUNTY may seek services outside of the awarded CONTRACTORS for any reason.

CC. AUTHORIZED THIRD-PARTY MAINTENANCE:

- . CONTRACTOR or their agents must be authorized by the manufacturer to repair its products and honor the conditions during the warranty period. The CONTRACTOR must submit letters from the manufacturers proposed for use to the COUNTY showing the CONTRACTOR is authorized to repair those products. CONTRACTOR shall maintain these maintenance agreements in good standing for the term of the contract.

EXHIBIT B
Payment Provisions

BLKWHT MFD MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black and White prints for multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

CPM10 MONTH VOLUME 0-2,500	UNIT	FIXED COST
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	\$39.50
Unit Overage Cost	Per Click	.0079
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0079
Monthly Base	Monthly	0
CPM20 MONTH VOLUME 2,500 to 5,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	\$39.50
Unit Overage Cost	Per Click	.0079
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0079
Monthly Base	Monthly	0
CPM 25 MONTH VOLUME 5,000 TO 10,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	\$77.00
Unit Overage Cost	Per Click	.0077
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0077
Monthly Base	Monthly	0
CPM 28 MONTH VOLUME 10,000 TO 20,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	\$59.00
Unit Overage Cost	Per Click	.0059
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0059
Monthly Base	Monthly	0
CPM 35 MONTH VOLUME 20,000 TO 30,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	\$59.00
Unit Overage Cost	Per Click	.0059

PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0059
Monthly Base	Monthly	0
CPM 45 MONTH VOLUME 30,000 TO 40,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	\$57.00
Unit Overage Cost	Per Click	.0057
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0057
Monthly Base	Monthly	0
CPM 50 MONTH VOLUME 45,000 TO 50,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	\$55.00
Unit Overage Cost	Per Click	.0055
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0055
Monthly Base	Monthly	0
CPM 60 MONTH VOLUME 50,000 TO 60,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	\$99.80
Unit Overage Cost	Per Click	.00499
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.00499
Monthly Base	Monthly	0
CPM 72 MONTH VOLUME 60,000 TO 75,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	\$99.80
Unit Overage Cost	Per Click	.00499
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.00499
Monthly Base	Monthly	0
CPM 80 MONTH VOLUME 75,000 TO 100,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	\$159.60
Unit Overage Cost	Per Click	.00399
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.00399
Monthly Base	Monthly	0

BLKWHT AND COLOR MFD MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black & White and Color prints of multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

CPM10 MONTH VOLUME 0-2,500	UNIT	FIXED COST
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	\$39.50
Unit Overage Cost	Per Click	.0077
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$25.50
Unit Overage Cost	Per Click	.051
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0077
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.051
Monthly Base	Monthly	0
CPM20 MONTH VOLUME 2,500 to 5,000		
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	\$39.50
Unit Overage Cost	Per Click	.0077
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$25.50
Unit Overage Cost	Per Click	.051
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0077
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.051
Monthly Base	Monthly	0

CPM 25 MONTH VOLUME 5,000 TO 10,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	77.00
Unit Overage Cost	Per Click	.0077
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$25.50
Unit Overage Cost	Per Click	.051
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0077
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.051
Monthly Base	Monthly	0
CPM 28 MONTH VOLUME 10,000 TO 20,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	\$77.00
Unit Overage Cost	Per Click	.0077
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$25.50
Unit Overage Cost	Per Click	.051
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0077
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.051
Monthly Base	Monthly	0
CPM 35 MONTH VOLUME 20,000 TO 30,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	\$138.00
Unit Overage Cost	Per Click	.0069

POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$24.80
Unit Overage Cost	Per Click	.0496
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0069
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.0496
Monthly Base	Monthly	0
CPM 45 MONTH VOLUME 30,000 TO 40,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	\$132.00
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$23.95
Unit Overage Cost	Per Click	.0479
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.0479
Monthly Base	Monthly	0
CPM 50 MONTH VOLUME 45,000 TO 50,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	\$132.00
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$23.95
Unit Overage Cost	Per Click	.0479
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066

Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.0479
Monthly Base	Monthly	0
CPM 60 MONTH VOLUME 50,000 TO 60,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	\$132.00
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$21.85
Unit Overage Cost	Per Click	.0437
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.0437
Monthly Base	Monthly	0
CPM 80 MONTH VOLUME 75,000 TO 100,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	\$98.00
Unit Overage Cost	Per Click	.0049
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$38.90
Unit Overage Cost	Per Click	.0389
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0049
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.0389
Monthly Base	Monthly	0

PLOTTERS BLKWHT AND COLOR MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black & White and Color prints of plotters based on volume. A pooled or per click option is available based on the needs of the County.

42 inch plotters (blk/wht) low volume	UNIT	FIXED COST
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
42 inch plotters (blk/wht) low & high volume		
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A

42 inch plotters (blk/wht) high volume		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
42 inch plotters (color) low volume		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
42 inch plotters color low & high volume		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A

POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
42 inch plotters color high volume		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A

**Attachment I
MULTIFUNCTIONAL DEVICE STANDARDS**

The following standards are County wide and facilitated through the County of Riverside Information Technology Department. Please note the County continuously updates hardware and software standards as technology evolves and may revise its standards at any time which will be the sole responsibility of the CONTRACTOR to ensure they meet the current listing.

Listing below (RCIT_StrategicPlan_FY1516_12-09-15)

County of Riverside Technology Standards	
Desktop/Laptop Software	Standard
Operating System	Microsoft Windows 7
Web Browser	Microsoft Internet Explorer /Firefox
Word Processing	Microsoft Word 2013
Spreadsheet	Microsoft Excel 2013
Presentation	Microsoft PowerPoint 2013
Local Database	Microsoft Access 2013
Instant Messaging, Presence, Voice, Conferencing, Video	Microsoft Lync 2013/Cisco Jabber
Note Taking, Business Organization, Data Management	Microsoft OneNote 2013
Design and Implementation XML based Electronic Forms	Adobe Forms Central
Local Integrated Messaging and Communication Client	Office 365
Graphical Object Drawing Application	Microsoft Visio 2013
Project Management	Microsoft Project 2013
Desktop Virus/Spam Management	Microsoft Endpoint Protection
Document Editing	Adobe Acrobat Professional
Image/Photo Editing	Adobe Photoshop

County of Riverside Technology Standards	
Enterprise Services	Standard
Enterprise Operating System	Windows Server 2012
Enterprise Messaging on Premise or in the Cloud	Office 365
Online Virus /Spam Protection	Symantec
Enterprise Collaboration and Web Platform	Microsoft SharePoint Server 2013
Enterprise Systems Management	Microsoft Systems Center 2012
Enterprise Database Services	Microsoft SQL Server 2012, Oracle 12C (mission critical 24x7)
Web-based App Development Tool	MS Visual Studio Builder
Document Management	Laserfiche
Electronic Plan Review	Bluebeam Revu
Mobile Data Management	Microsoft EMS/Intune
Online Services	Standard
Identity Management	Microsoft Active Directory/Forefront Identify Manager (FIM)
Cloud based Desktop Applications	Office 365
Application Hosting	Microsoft Azure
Geographic Information	Standard
GIS Tools	ESRI ArcGIS
Open Data	Standard
Open Data Platform	Socrata
Hardware	Standard
Desktop/Laptop	HP/Dell
Rugged Laptop/Mobile Data Computer	Panasonic/Getac
Printer	HP/Ricoh(MFC)
Tablet	Microsoft Surface/Apple iPad
Server	HP/Dell

Attachment II



PERSONAL PROPERTY LOAN AGREEMENT

The undersigned does hereby lend to the County of Riverside all that personal property (herein referred to as "Equipment"), listed on Attachment "A", which is detailed below and/or attached hereto and incorporated herein by this reference as though fully set forth herein and here at.

The undersigned acknowledges and agrees that the County Department accepting said Equipment will exercise only reasonable care in the protection of the Equipment, it being specifically provided; however, that neither the County nor any of its officers, agents, servants or employees shall assume any liability or responsibility whatever for the equipment in the event of any loss or damage thereto as the result of any occurrence whatsoever, including negligent acts or omissions of the County, its officers, agents, servants and employees.

The undersigned further certifies that he or she is authorized to execute this document for and on the behalf of the person, firm or corporation designated immediately below the signature hereof, and agrees to and accepts all of the other terms and conditions hereof, and does further acknowledge and agree that no other terms or conditions whatsoever shall apply to the loan of Equipment hereunder without the prior written consent of the Riverside County Purchasing Agent.

Unless purchased or otherwise permanently acquired by the County, upon demand of the undersigned or the undersigned's firm, the Equipment shall be returned without cost, loss or liability of any kind, nature or sort whatever to the County, at the convenience of the County. The undersigned does hereby further acknowledge and agree that the acceptance and use of the Equipment creates no obligation whatsoever on the part of the County to acquire said Equipment or any other equipment whatever or at any time from the undersigned or the undersigned's firm except upon the express written agreement of the County, given and made in accordance with any and all applicable legal requirements.

Attachment II Cont.

Subject to the terms and conditions above, the items described in Attachment "A" may be loaned to the County.

BY: Purchasing Agent, Asst. Purchasing Agent, or Procurement Contract Specialist

Name	Title	Date
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ACCEPTED BY VENDOR:

Name	Title	Date
------	-------	------

For: _____

Company _____

Address

* Return signed original to Purchasing's Equipment Loan File.

Attachment II Cont.

Attachment A (PERSONAL PROPERTY LOAN AGREEMENT)

Vendor shall describe in full all items to be loaned to the County of Riverside:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Attachment III

**HIPAA Business Associate Agreement
Addendum to Contract**

Between the County of Riverside and _____

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
- (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
- (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.

- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
 - 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. 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 Addendum, 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 Addendum. 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.

- B. 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.

- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. 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.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

PROFESSIONAL SERVICE AGREEMENT

for

MULTIFUNCTIONAL DEVICE MAINTENANCE SERVICES

between

COUNTY OF RIVERSIDE

And

CANON SOLUTIONS AMERICA, INC.



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This Agreement, made and entered into this 7th day of June, 2016, by and between CANON SOLUTIONS AMERICA, INC.,(herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Attachment I-Multifunctional Device Standards, Attachment II- Personal Property Loan Agreement and Attachment III, Contractor Service Agreement Forms, and Attachment IV, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through May 31, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$300,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). CONTRACTOR shall provide competitive pricing that will give maximum value to County while adhering to County's unique requirements. The COUNTY requires written proof satisfactory to COUNTY 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 be considered and approved by COUNTY. 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- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(CONTRACTOR must obtain COUNTY invoice address)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-60072-014-05/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming despite timely request therefor, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be

deemed terminated, have no further force, and effect, provided COUNTY will refrain from retaining a competing contractor for 1 year.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination. For the avoidance of all doubt, any such termination will have no effect upon equipment under lease.

5.2 COUNTY may, upon thirty (30) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY. For the avoidance of all doubt, any such termination will have no effect upon equipment under lease.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created specifically and uniquely for the COUNTY by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default pursuant to Section 5.2 hereof. In such event, after COUNTY has exhausted its contractual remedies pursuant to CONTRACTOR's Customer Satisfaction Policy, COUNTY may charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform, up to 15% over CONTRACTOR's pricing. CONTRACTOR shall not be liable for indirect, consequential or special damages of any kind.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered

Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation

session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, subject to reasonable credit check. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Purchasing
2980 Washington Street
Riverside CA, 92504
Attn: Procurement Contract Specialist

CONTRACTOR

Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747
Attn: Tracie Sokol

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless 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 (individually and collectively hereinafter referred to as Indemnitees) from any third party liability, action, claim or damage whatsoever, based or asserted upon the negligent or wrongful performance of any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of this Agreement, for tangible property damage, bodily injury, or death. COUNTY shall provide prompt written notice of the claim to CONTRACTOR, which shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services. COUNTY shall assist CONTRACTOR therewith, at CONTRACTOR's expense, as CONTRACTOR shall reasonably request.

21.2 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 own choice 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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 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.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention 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 County'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 coverage's 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 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 retention's 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; 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 and the monetary limits of liability required under this Agreement, 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances. For the avoidance of all doubt, the foregoing is of no effect as to Canon equipment acquired by COUNTY pursuant to lease.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in or federal court nearest to Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CANON SOLUTIONS AMERICA, INC.

By: _____
John J. Benoit, Chairman
Board of Supervisors

By: Tracie Sokol
Name: Tracie Sokol
Title: Vice President, Marketing

Dated: _____

Dated: 5-24-16

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Neal Kipnis
Neal Kipnis,
Deputy County Counsel



**EXHIBIT A
SCOPE OF SERVICE**

This Agreement is for the maintenance and support (including toner and staples) of all products identified in Exhibit B (PAYMENT PROVISIONS). In addition, this agreement includes training, installation, moving services, and disposal of products as part of maintenance and support (excludes consumables such as paper).

1.0 CONTRACTOR requirements:

A. AUTHORIZED DEALER:

CONTRACTOR must be authorized by the manufacturer to service all products awarded under this contract. CONTRACTOR shall maintain these supplier agreements in good standing for the term of the contract. CONTRACTOR must be in possession of agreements and maintain certificates and/or letters from the manufacturer authorizing the performance of services.

B. PRODUCT/SALES REPRESENTATION :

The CONTRACTOR will be required to maintain current pricing information at Riverside County Purchasing offices in the format requested by the purchasing Department. This may include special forms (supplied by the County) and/or PC based information and spread sheets. The CONTRACTOR will be required to provide product literature and have equipment available to demonstrate as required by the COUNTY.

C. COUNTY STANDARDS

CONTRACTOR's equipment must meet the minimum required options, features, volumes, and required up-time as indicated in the COUNTY standard sheet ATTACHMENT I. The COUNTY will obtain services from the awarded CONTRACTOR that is authorized by the manufacturer to perform maintenance and support on equipment. The COUNTY will utilize the awarded CONTRACTORS first based on manufacturer. The COUNTY may seek services outside of this agreement if CONTRACTOR is unable to provide services or not authorized by the manufacturer to provide services.

D. DISCOUNT PROTECTION:

CONTRACTOR shall pass on to the COUNTY any price declines received from manufacturers immediately.

E. OPTIMIZATION:

The COUNTY will request services from the CONTRACTOR to provide maintenance agreement optimization. This shall include but not limited to quarterly usage reports, new rates, pooled plans, per click rates, and identify/determine lowest rate(s) applicable. After the initial maintenance agreement with the COUNTY department and/or Agency, the CONTRACTOR will routinely identify equipment that is not on the most optimized rates and work with the COUNTY to place the user on the most optimized maintenance plan.

F. LOAN AGREEMENT:

CONTRACTOR shall not deliver products or other items to the COUNTY as loaner equipment use prior to receipt of a "Personal Property Loan Agreement" (Attachment II). The products and/or other items shall be returned to the CONTRACTOR at the end of the Loan Agreement period.

G. PRE-SALES CONSULTING:

CONTRACTOR shall provide, on request, pre-sales on-site user consulting services that include, but are not limited to, user consultations, written configurations, price quotes, equipment demonstrations and reliable information regarding current and new technology within the manufacturer's product line and the industry.

H. MOVING SERVICES:

The CONTRACTOR shall provide moving services as part of their maintenance and support as per rate in Attachment IV- CSA Equipment Relocation Pricing

I. HARD DRIVE DISPOSAL

The CONTRACTOR shall provide labor, material, equipment, permits & licenses (as applicable) for the destruction of multifunctional devices hard drives or other related media made part of the equipment. The CONTRACTOR must meet or exceed the ANSI Standards for this service. The responsible department may designate a County employee to witness the process. The CONTRACTOR must provide the COUNTY with a certificate of destruction that will be required to be signed by both the CONTRACTOR and COUNTY. The original signed Certificate of Destruction will be maintained by the requesting department. The Certificate must include the following information:

- I-1. Date of Destruction
- I-2. Method of Destruction
- I-3. Description of the disposed records (Provided by the department and attached)
- I-4. Inclusive dated covered (Provided by the department and attached)
- I-5. A statement of the records were destroyed in the normal course of business
- I-6. Signatures of individuals supervising and witnessing the destruction

Hard drives or other related media must be pulverized to particle size no larger than 1 square inch. Please see Information Security Office Policy A58, <http://rivcocob.com/policy-a/POLICY-A58.pdf>. Other electronic media such as floppy disks, CD's, DVDs, flash memories, USB keys shall be physically destroyed: hammered, drilled, pieces snapped and pulverized.

The COUNTY reserves the right to remove the multifunctional devices hard drives or other related media made part of the equipment without notifying the CONTRACTOR and may utilized other outside CONTRACTORS of this agreement for this service.

J. TRAINING:

CONTRACTOR must provide "Key Operator" training and general operator training upon installation of each equipment, and as required by the using department at no additional charge to the County throughout the agreement.

K. INSTALLATION:

CONTRACTOR must conduct a pre-site survey to assist in the sitting and planning for all products if requested at no additional cost. CONTRACTOR must discuss electrical, IT and all other requirements for site preparation and provide a schematic drawing with dimensions and connections of the site for the COUNTY to use to prepare the site if requested. The COUNTY will arrange for delivery and installation after site modifications are completed. All work must be performed Monday through Friday (excepting County holidays) between the hours of 8:00 a.m. and 4:00 p.m. All products must be installed within 5 working days after delivery date and must be operational within 5 working days after installation date unless otherwise agreed to by COUNTY ordering department.

L. EQUIPMENT WARRANTIES:

CONTRACTOR shall warrant all products purchased, per the original manufacturer warranty provision as a minimum, as well as any subsequent models requested during the life of the contract, to be free from defects in material and workmanship for a minimum period of one year from the date of delivery. Equipment warranty service shall be provided on-site for one year warranty period, provided CONTRACTOR continues to act as the sole service provider for the equipment. This provision has precedence over the manufacturers' standard warranty.

M. WARRANTY EXPIRATIONS AND EXTENSIONS:

The COUNTY department ordering the equipment shall be notified of warranty expiration on all purchased equipment in writing within 90 days of the date of expiration. The COUNTY department ordering equipment shall also be given a written estimate of the cost for extending any of the product warranties.

N. EQUIPMENT WARRANTY SUPPORT:

On-site service problem resolution or replacement of failed equipment shall be provided within 24 hours. Extended on-site warranty service must be provided at a stated rate. Shipping will be paid by the sender in all cases. Turn-around repair or replacement time for returned equipment shall be no more than 10 working days. CONTRACTOR shall honor all manufacturer's warranty service on-site, unless specifically noted as otherwise in the proposal. CONTRACTOR shall provide comparable loaner equipment, at no additional charge, if requested, when equipment cannot be repaired within 24 hours of technicians first on-site service attempt. The delivery time frame for the loaner equipment shall not exceed 48 hours from the technician's first on-site service attempt unless otherwise negotiated with the requesting department.

O. EQUIPMENT RECALLS:

When notified by the manufacturer of faulty equipment and/or recalled equipment, the CONTRACTOR shall, within commercially reasonable period of time, notify all affected COUNTY departments and Purchasing and replace at CONTRACTOR's cost all such faulty equipment immediately and not wait for actual failure.

P. MANUFACTURER CONSISTENCY:

CONTRACTOR shall not change the model number and specifications of equipment from contract and current price list without notifying the Riverside County Departments and Agencies and obtaining written approval for such change from the Riverside County Purchasing Department. Failure to adhere to this requirement may be cause for contract termination, subject to Section 5.2 of the Agreement.

Q. MANUALS:

CONTRACTOR shall provide manuals and documentation for all equipment at time of delivery. Additional manuals may be requested by Departments/Agencies at no additional charge to the County.

R. MANAGEMENT REPORTS:

R.1. CONTRACTOR shall provide contract management reports to the all COUNTY departments for their equipment purchases on a quarterly basis and upon request by COUNTY or COUNTY department. These reports shall include:

R-1.1. Number and dollar volume of sales by category

R-1.2. Delivery Dates

R-1.3. Order dates

R-1.4. Model

R-1.5. Serial number

R-1.6. Beginning and ending meter readings

R-1.7. County agency/department

R-1.8. Location of product (address)

R-1.9. Requesting person

R-1.10. Repair records (e.g. average response time, length of down time, number of service calls)

R-1.11. Types of failures

R.2. A current accounts payable/receivable report will list all invoice dates and payment due by COUNTY department. All reports must be accurate, complete and available in an electronic media. At least twice each year, CONTRACTOR will submit Customer Surveys requesting the departments to rate the CONTRACTOR's service, promptness, accuracy of delivery, and thoroughness of customer introduction to the new equipment (model, documentation, maintenance procedure, etc.). Results of these surveys are to be submitted to Riverside County Purchasing. Failure to provide Customer Surveys will be grounds for cancellation of contract, subject to Section 5.2 of the Agreement.

R.3. The County of Riverside Purchasing department requires the quarterly reports of all equipment maintenance for the COUNTY (Departments and Agencies).

S. NEW TECHNOLOGY AND VENDOR SHOWS:

CONTRACTOR shall provide informational notifications on new technologies to the COUNTY at comparable discounts. CONTRACTOR shall make new technologies available to COUNTY Departments for at least thirty (30) days to review and evaluate, and at other times to introduce new technologies and/or products changes/enhancements. CONTRACTOR is expected to participate and to provide display of contract equipment, at COUNTY locations to assist the manufacturer with promotion of new equipment that may be of benefit to the COUNTY.

T. WARRANTY MAINTENANCE:

CONTRACTOR shall be capable of providing manufacturer's certified repair services for all equipment purchased for the standard and/or extended warranty period provided by manufacturer and/or CONTRACTOR. This service support will be required regardless of which CONTRACTOR originally sold the warranted equipment.

U. MAINTENANCE SERVICES:

U.1. CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased. The CONTRACTOR may be required to assume responsibility for maintenance of other equipment not sold by the CONTRACTOR if the equipment is the same brand offered by the CONTRACTOR, provided equipment passes service inspection. Any costs incurred to bring units up to passing will be at County's expense. The County has the right to split the award or do what is most advantageous to the County.

U.2. All work performed under this contract shall be in full compliance with the contract requirements and all applicable federal, state, local, industry and regulatory requirements. CONTRACTOR must warranty each repair or completed service call for a period of 90 days. All routine maintenance shall be performed in accordance with manufacturer's recommendations. OEM parts must be used when the replacement of parts is needed on all products. If no OEM parts are available to the County, after market replacements parts may be accepted upon the approval of the County.

V. MAINTENANCE SERVICE COVERAGE:

CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased or under maintenance contract, to the entire County of Riverside. There are five districts that make up the County of Riverside. CONTRACTORS must meet performance standards as specified in Section W of this contract for all districts. Failure to meet these requirements may result in the termination of maintenance contract.

District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Coronita, and Green River.

District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

V. MAINTENANCE PERFORMANCE STANDARDS:

Service performance standards have been established by the County and must be maintained. Failure to meet these requirements may result in the termination of maintenance contract.

The County requires full onsite maintenance. The following service standards must be met:

- V-1. The CONTRACTOR must be able to provide maintenance service to all areas of the County. The County requires a one-point service contact location, which will be responsible for all service requirements.
- V-2. The County has established maximum 4 business hour on site response time to service calls for all areas of the County. Normal business hours are considered 8:00 AM to 4:00 PM Monday through Friday, excluding County holidays and compressed workweek closed days.
- V-3 All equipment are to be operational within four (4) hours from the time the technician arrives. Any variance in excess of this time must be coordinated with the using department at the time of servicing inspection.

- V-4 If the equipment is not repairable within 16 business hours (2 working days) from the original arrival of the service technician, a loaner of acceptable volume will be provided by the service company at no additional cost upon request of the using department.
- V-5. Certain critical operations may require 24-hour service maintenance availability. Maintenance Services must be made available to requesting Departments/Agencies.
- V-6. An estimate for repair for damage or loss caused by the negligence of the County or its employees, and not covered by the service agreement will be submitted in advance by the maintenance technician to the using department prior to any repair work being accomplished. Authorization for the repair work will be accomplished by issuance of a separate purchase order authorized and issued by the using department.
- V-7. Preventive maintenance calls shall be the responsibility of technicians, and the County departments shall not be expected to place calls to request this service.
- V-8. The CONTRACTOR must provide and install a 'History Record Card' on each product. The record card will contain the following minimum information:
 - a) Model, serial number and location
 - b) Date, time and description of each service
 - c) Meter reading at each service call
 - d) Length of time the equipment was out of service
 - e) Name/initials of the technician
- V-9. A service report shall be made by the service technician upon each service visit. If parts are not readily available, the technician will note this on the report along with the date he will return to install the part(s). A copy of this report will be provided to the department contact prior to technicians' departure.
- V-10 Each individual piece of equipment will maintain an average UP time of 90% during the five (5) year life of the equipment. This up time is exclusive of operator caused damage or error. Equipment that fall below this level of up time in any six-month period, and suitably sized for their placement, shall be replaced with a comparable model at no charge to the County. The County must approve of comparable model before replacement model is installed.

W. COMSUMABLES/SUPPLIES/PARTS (INCLUDES TONER, INK AND DRUMS)

CONTRACTOR is required to provide original equipment manufacturer (OEM) for all consumable supplies and/or parts. For any reason the CONTRACTOR is not able to provide OEM consumable supplies and/or parts, the CONTRACTOR must notify the COUNTY. Any alternatives must be approved by the COUNTY prior to use.

W-1 Consumable such as toner and/or ink shall be shipped directly to the COUNTY at no additional cost. The COUNTY will not provide storage for any consumable supplies and/or parts. It is the

intent that networked devices monitored under maintenance or print managed services have the capability to managing consumable supply orders as needed. It will be at the discretion of the COUNTY department if automatic consumables (toner/ink) ordering will be approved for use.

X. TECHNICIANS:

Technician's performance standards have been established by the County and must be maintained. Failure to meet these requirements may disqualify your bid or if awarded the contract, may result in the termination of maintenance contract.

X-1 Technicians must be certified by manufacture in all equipment training and repair services. Failure to maintain certified Technicians will be grounds for cancellation of contract, subject to Section 5.2 of the Agreement.

X-2 Technicians must be able to perform a full range of servicing and repair service which include but not limited to diagnostics, troubleshooting, installation, removal, replacement of parts, provide training, and configuration.

Y. HELP DESK, TELEPHONE and ONLINE TECHNICAL SUPPORT:

Y.1 CONTRACTOR shall provide 7 am to 6 pm PST/PDT Monday through Friday telephone technical support, and online technical support through the Internet in the event of problems or questions concerning operation of manufacturer's equipment and software delivered and installed at the user site. Response to telephone calls shall be within one (1) working hour of all contracted services and products delivered. CONTRACTOR must provide an 800 number and sufficient phone lines to handle a minimum of six (6) concurrent COUNTY calls. If services are subcontracted, the subcontractor name and location of its offices must be provided in the bid .CONTRACTOR shall provide a help desk to support manufacturer's COUNTY installations. CONTRACTOR shall log all help desk calls and provide reports on a monthly basis to Purchasing Department and on request by other COUNTY departments. These reports shall include:

- Y-1.1 Date/time of call
- Y-1.2 Location of problem
- Y-1.3 Stated problem
- Y-1.4 Stated repair/solution
- Y-1.5 Response time of CONTRACTOR to the call
- Y-1.6 Repair time

X.2 CONTRACTOR must establish a service level agreement based on the COUNTY's hardware experience. Failure to meet the terms of the service level agreement will be grounds for cancellation of contract, subject to Section 5.2 of the Agreement.

Z. SECURITY

CONTRACTOR must provide security features or options for all equipment. Due to confidential files and reports, departments may request special security features to ensure the protection of the County.

AA. EXISTING MAINTENANCE CONTRACTS:

The COUNTY, at its option, may elect to change the maintenance contracts on existing County owned devices to the CONTRACTOR authorized to service within the awarded list of CONTRACTORS for this service. The COUNTY may seek services outside of the awarded CONTRACTORS for any reason.

BB. AUTHORIZED THIRD-PARTY MAINTENANCE:

CONTRACTOR or their agents must be authorized by the manufacturer to repair its products and honor the conditions during the warranty period. The CONTRACTOR must submit letters from the manufacturers proposed for use to the COUNTY showing the CONTRACTOR is authorized to repair those products. CONTRACTOR shall maintain these maintenance agreements in good standing for the term of the contract.

Exhibit B- Payment Provisions**BLKWHT MFD MAINTENANCE FEES:**

The cost provided below is at a fixed cost for each Black and White prints for multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

CPM10 MONTH VOLUME 0-2,500	UNIT	FIXED COST
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	38.25
Unit Overage Cost	Per Click	.0153
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0153
Monthly Base	Monthly	0
CPM20 MONTH VOLUME 2,500 to 5,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	76.50
Unit Overage Cost	Per Click	.0153
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0153
Monthly Base	Monthly	0
CPM 25 MONTH VOLUME 5,000 TO 10,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	87.00
Unit Overage Cost	Per Click	.0087
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0087
Monthly Base	Monthly	0
CPM 28 MONTH VOLUME 10,000 TO 20,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	174.00
Unit Overage Cost	Per Click	.0087
PER CLICK (No Volume commitment)		
Per click cost	Per Click	0
Monthly Base	Monthly	.0087
CPM 35 MONTH VOLUME 20,000 TO 30,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	246.00
Unit Overage Cost	Per Click	.0082

PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0082
Monthly Base	Monthly	0
CPM 45 MONTH VOLUME 30,000 TO 40,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	276.00
Unit Overage Cost	Per Click	.0069
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0069
Monthly Base	Monthly	0
CPM 50 MONTH VOLUME 45,000 TO 50,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	335.00
Unit Overage Cost	Per Click	.0067
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0067
Monthly Base	Monthly	0
CPM 60 MONTH VOLUME 50,000 TO 60,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	294.00
Unit Overage Cost	Per Click	.0049
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0049
Monthly Base	Monthly	0
CPM 72 MONTH VOLUME 60,000 TO 75,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	337.50
Unit Overage Cost	Per Click	.0045
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0045
Monthly Base	Monthly	0
CPM 80 MONTH VOLUME 75,000 TO 100,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	380.00
Unit Overage Cost	Per Click	.0038
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0038
Monthly Base	Monthly	0

BLKWHT AND COLOR MFD MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black & White and Color prints of multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

CPM10 MONTH VOLUME 0-2,500	UNIT	FIXED COST
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	32.25
Unit Overage Cost	Per Click	.0129
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	212.50
Unit Overage Cost	Per Click	.085
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	.0129
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.085
Monthly Base	Monthly	0
CPM20 MONTH VOLUME 2,500 to 5,000		
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	47.50
Unit Overage Cost	Per Click	.0095
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	245.00
Unit Overage Cost	Per Click	.049
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	.0095
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.049
Monthly Base	Monthly	0
CPM 25 MONTH VOLUME 5,000 TO 10,000		
POOLED (Based on the highest monthly volume)		

BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	89.00
Unit Overage Cost	Per Click	.0089
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	490.00
Unit Overage Cost	Per Click	.049
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	.0089
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.049
Monthly Base	Monthly	0
CPM 28 MONTH VOLUME 10,000 TO 20,000		
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	89.00
Unit Overage Cost	Per Click	.0089
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	490.00
Unit Overage Cost	Per Click	.049
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	.0089
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.049
Monthly Base	Monthly	0
CPM 35 MONTH VOLUME 20,000 TO 30,000		
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	225.00
Unit Overage Cost	Per Click	.0075
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	1650.00
Unit Overage Cost	Per Click	.055

PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0075
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.055
Monthly Base	Monthly	0
CPM 45 MONTH VOLUME 30,000 TO 40,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	300.00
Unit Overage Cost	Per Click	.0075
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	2200.00
Unit Overage Cost	Per Click	.055
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0075
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.055
Monthly Base	Monthly	0
CPM 50 MONTH VOLUME 45,000 TO 50,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	350.00
Unit Overage Cost	Per Click	.007
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	2500.00
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.007
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	0
CPM 60 MONTH VOLUME 50,000 TO 60,000		

POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	354.00
Unit Overage Cost	Per Click	.0059
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	2700.00
Unit Overage Cost	Per Click	.045
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0059
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.045
Monthly Base	Monthly	0
CPM 80 MONTH VOLUME 75,000 TO 100,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	690.00
Unit Overage Cost	Per Click	.0069
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	4000.00
Unit Overage Cost	Per Click	.04
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0069
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.04
Monthly Base	Monthly	0

PLOTTERS BLKWHT AND COLOR MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black & White and Color prints of plotters based on volume. A pooled or per click option is available based on the needs of the County.

42 inch plotters (blk/wht) low volume	UNIT	FIXED COST
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Annual	675.00
Unit Overage Cost	Per Click	N/A
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Annual	675.00
Unit Overage Cost	Per Click	N/A
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Annual	675.00
Monthly Base	Per Click	N/A
PER CLICK (No Volume commitment) COLOR		
Per click cost	Annual	675.00
Monthly Base	Per Click	N/A
42 inch plotters (blk/wht) low & high volume		
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Annual	675.00
Unit Overage Cost	Per Click	N/A
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Annual	675.00
Unit Overage Cost	Per Click	N/A
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Annual	675.00
Monthly Base	Per Click	N/A
PER CLICK (No Volume commitment) COLOR		
Per click cost	Annual	675.00
Monthly Base	Per Click	N/A
42 inch plotters (blk/wht) high volume		
POOLED (Based on the highest monthly volume) BLKWHT		

Unit Monthly Volume Maint. Cost	Annual	675.00
Unit Overage Cost	Per Click	N/A
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Annual	675.00
Unit Overage Cost	Per Click	N/A
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	N/A
Monthly Base	Annual	675.00
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Annual	675.00
42 inch plotters (color) low volume		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Per Click	N/A
Unit Overage Cost	Annual	675.00
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Per Click	N/A
Unit Overage Cost	Annual	675.00
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	N/A
Monthly Base	Annual	675.00
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Annual	675.00
42 inch plotters color low & high volume		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Per Click	N/A
Unit Overage Cost	Annual	675.00
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Per Click	N/A
Unit Overage Cost	Annual	675.00
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	N/A
Monthly Base	Annual	675.00
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Annual	675.00

42 inch plotters color high volume		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Per Click	N/A
Unit Overage Cost	Annual	675.00
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Per Click	N/A
Unit Overage Cost	Annual	675.00
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	N/A
Monthly Base	Annual	675.00
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Annual	675.00

**Attachment I
MULTIFUNCTIONAL DEVICE STANDARDS**

The following standards are County wide and facilitated through the County of Riverside Information Technology Department. Please note the County continuously updates hardware and software standards as technology evolves and may revise its standards at any time which will be the sole responsibility of the CONTRACTOR to ensure they meet the current listing.

Listing below dated RCIT_StrategicPlan_FY1516_12-09-15

County of Riverside Technology Standards	
Desktop/Laptop Software	Standard
Operating System	Microsoft Windows 7
Web Browser	Microsoft Internet Explorer /Firefox
Word Processing	Microsoft Word 2013
Spreadsheet	Microsoft Excel 2013
Presentation	Microsoft PowerPoint 2013
Local Database	Microsoft Access 2013
Instant Messaging, Presence, Voice, Conferencing, Video	Microsoft Lync 2013/Cisco Jabber
Note Taking, Business Organization, Data Management	Microsoft OneNote 2013
Design and Implementation XML based Electronic Forms	Adobe Forms Central
Local Integrated Messaging and Communication Client	Office 365
Graphical Object Drawing Application	Microsoft Visio 2013
Project Management	Microsoft Project 2013
Desktop Virus/Spam Management	Microsoft Endpoint Protection
Document Editing	Adobe Acrobat Professional
Image/Photo Editing	Adobe Photoshop

County of Riverside Technology Standards	
Enterprise Services	Standard
Enterprise Operating System	Windows Server 2012
Enterprise Messaging on Premise or in the Cloud	Office 365
Online Virus /Spam Protection	Symantec
Enterprise Collaboration and Web Platform	Microsoft SharePoint Server 2013
Enterprise Systems Management	Microsoft Systems Center 2012
Enterprise Database Services	Microsoft SQL Server 2012, Oracle 12C (mission critical 24x7)
Web-based App Development Tool	MS Visual Studio Builder
Document Management	Laserfiche
Electronic Plan Review	Bluebeam Revu
Mobile Data Management	Microsoft EMS/Intune
Online Services	Standard
Identity Management	Microsoft Active Directory/Forefront Identify Manager (FIM)
Cloud based Desktop Applications	Office 365
Application Hosting	Microsoft Azure
Geographic Information	Standard
GIS Tools	ESRI ArcGIS
Open Data	Standard
Open Data Platform	Socrata
Hardware	Standard
Desktop/Laptop	HP/Dell
Rugged Laptop/Mobile Data Computer	Panasonic/Getac
Printer	HP/Ricoh(MFC)
Tablet	Microsoft Surface/Apple iPad
Server	HP/Dell

Attachment II



PERSONAL PROPERTY LOAN AGREEMENT

The undersigned does hereby lend to the County of Riverside all that personal property (herein referred to as "Equipment"), listed on Attachment "A", which is detailed below and/or attached hereto and incorporated herein by this reference as though fully set forth herein and here at.

The undersigned acknowledges and agrees that the County Department accepting said Equipment will exercise only reasonable care in the protection of the Equipment, it being specifically provided; however, that neither the County nor any of its officers, agents, servants or employees shall assume any liability or responsibility whatever for the equipment in the event of any loss or damage thereto as the result of any occurrence whatsoever, including negligent acts or omissions of the County, its officers, agents, servants and employees.

The undersigned further certifies that he or she is authorized to execute this document for and on the behalf of the person, firm or corporation designated immediately below the signature hereof, and agrees to and accepts all of the other terms and conditions hereof, and does further acknowledge and agree that no other terms or conditions whatsoever shall apply to the loan of Equipment hereunder without the prior written consent of the Riverside County Purchasing Agent.

Unless purchased or otherwise permanently acquired by the County, upon demand of the undersigned or the undersigned's firm, the Equipment shall be returned without cost, loss or liability of any kind, nature or sort whatever to the County, at the convenience of the County. The undersigned does hereby further acknowledge and agree that the acceptance and use of the Equipment creates no obligation whatsoever on the part of the County to acquire said Equipment or any other equipment whatever or at any time from the undersigned or the undersigned's firm except upon the express written agreement of the County, given and made in accordance with any and all applicable legal requirements.

Attachment II Cont.

Subject to the terms and conditions above, the items described in Attachment "A" may be loaned to the County.

BY: Purchasing Agent, Asst. Purchasing Agent, or Procurement Contract Specialist

Name	Title	Date
------	-------	------

ACCEPTED BY VENDOR:

Name	Title	Date
------	-------	------

For: _____

Company _____

Address

* Return signed original to Purchasing's Equipment Loan File.

Attachment II Cont.

Attachment A (PERSONAL PROPERTY LOAN AGREEMENT)

Vendor shall describe in full all items to be loaned to the County of Riverside:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

Attachment III

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and _____

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
 - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
 - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. 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 Addendum, 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 Addendum. 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.
- B. 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.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. 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.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager
County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

**Attachment IV
CSA Equipment Relocation Pricing**



Equipment Relocation Pricing:

Jan 1, 2016

Distance of Relocation	Equipment Quantity	Segment 1 to 4	Segment 5, 6, C1 Series, & C60	Segment 7 (Includes ImagePRESS units with exceptions listed left)
Move with no transportation	At time of Delivery 1 machine	\$ 100	\$ 225	\$ 400
	At a separate time 1 machine	\$ 300	\$ 500	\$ 750
	Each additional Unit	\$ 50	\$ 175	\$ 300
1 – 50 Miles	1 machine	\$ 450	\$ 900	\$ 1,200
	Each additional Unit	\$ 250	\$ 550	\$ 750
51 – 100 Miles	1 machine	\$ 950	\$ 1,200	\$ 1,700
	Each additional Unit	\$ 500	\$ 800	\$ 1,075
101 – 200 Miles	1 machine	\$ 1,250	\$ 1,700	\$ 1,900
	Each additional Unit	\$ 600	\$ 900	\$ 1,200
201+ Miles	Quote required from Strategic Pricing			

Segment Description
Segment 1: Up to 20 CPM
Segment 2: 21 to 30 CPM
Segment 3: 31 to 40 CPM
Segment 4: 41 to 69 CPM
Segment 5: 70 to 90 CPM
Segment 6: 91 to 109 CPM
Segment 7: Over 109 CPM
*Based on B/W copy speed. The IRC and IR share the same segment
** ImagePRESS Over 109 CPM are considered Segment 7

Steps: \$15 each step

Note: Distance will be validated using Mapquest or other online service.

Customer relocation of Equipment is a premium service offered by Canon Solutions America. Pricing reflects our internal and external cost estimates including transportation and insurance. The pricing above includes the pickup and relocation of the Customer's Equipment only. Equipment Relocation Agreement must be executed by the Customer and submitted to Order Management to initiate this process.

Require 1 week notice to schedule relocation.

Canon Solutions America will select a transportation vendor or perform the relocation itself, at the discretion of the local Distribution Department. These prices do not include service charges for de-install, re-install or networking. Standard labor service rates would apply.

Note: Customer may elect to contract directly with a carrier of its choice at the carrier's price point which arrangement shall be solely between, the carrier and the customer. (De-install and Re-install service labor rates will be applied for service calls)

**Attachment VI
ADDENDUM TO BUSINESS ASSOCIATE AGREEMENT**

This Addendum amends the Business Associate Agreement (“BAA”) between _____ (“Customer”) and Canon Solutions America, Inc. (“CSA”)(as amended, the “Agreement”). The following terms and conditions apply to the Agreement notwithstanding any other provision in the BAA to the contrary. The BAA applies as between the parties only (i) if and to the extent CSA performs such functions on behalf of Customer so that CSA is a Business Associate of Customer (as the term “Business Associate” is defined in 45 CFR §160.103) and (ii) to the extent its provisions are required by law. The parties acknowledge CSA does not, by signing the Agreement, concede it is a Business Associate of Customer. In the event of breach of the Agreement by CSA, (y) Customer may terminate only future acquisitions of Equipment (as defined in separate agreements between Customer and CSA) and the service and labor portions of any agreement with CSA or its affiliate(s), and (z) CSA will not be responsible for indirect, incidental or consequential damages, including but not limited to lost profits. The parties agree the Agreement confers no rights, benefits or remedies upon any person or entity not a party hereto. CSA will return or destroy any information in its possession claimed to contain Protected Health Information, as defined in 45 CFR §160.103, upon notice. Any notice to CSA required under the Agreement or applicable law shall be sent return receipt requested or via overnight delivery to One Canon Park, Melville, NY 11747, Attn: President, with a copy to Attn: VP, Legal.

By this Addendum Customer acknowledges the hard disk drive(s) (HDD) on any Equipment, including attached devices, may retain images, content, or other data during normal operation of the Equipment (“Data”), 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 affiliate has an obligation under the Addendum to erase or overwrite Data prior to or upon Customer’s return of the Equipment to CSA or any leasing company or other disposition of the Equipment. Customer is solely responsible for determining and implementing the appropriate method for erasing or overwriting Data during the Equipment’s use by or on behalf of Customer and upon return of the Equipment to CSA or any leasing company or other disposition of the Equipment. Accordingly, Customer shall indemnify and hold CSA and its parent company, affiliates, directors, officers, employees and agents harmless from and against any and all costs, liabilities, claims, damages, judgments or fees (including reasonable attorneys’ fees) arising or related to Customer’s failure to erase, overwrite or destroy the Data.

Without limiting the foregoing, Customer should (a) enable the 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 the HDD formatting (or comparable) function (which may be referred to as “Initialized All Data/Settings” function) found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from CSA at current rates one or more appropriate options for the Equipment, which may include (1) a HDD Data Encryption Kit option which disguises information before it is written to the HDD using encryption algorithms, (2) a HDD Data Erase Kit that can perform up to a 7-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (3)(i) a replacement HDD (in which case Customer should properly destroy the replaced HDD) or (ii) HDD Data Erase Services by CSA or its authorized representative pursuant to a statement of work, either option of which must be requested by Customer in writing at least twenty (20) and not more than thirty (30) business days before the Equipment’s scheduled removal from Customer’s premises.

CUSTOMER

CANON SOLUTIONS AMERICA, INC.

Authorized Representative Date

Authorized Representative Date

PROFESSIONAL SERVICE AGREEMENT

for

MULTIFUNCTIONAL DEVICE MAINTENANCE SERVICES

between

COUNTY OF RIVERSIDE

and

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.



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This Agreement, made and entered into this 7th day of June, 2016, by and between Konica Minolta Business Solutions U.S.A., Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Attachment I-Multifunctional Device Standards, Attachment II- Personal Property Loan Agreement, Attachment III- bizhub vCare Customer Information & bizhub Overwrite all data function, and Attachment IV, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through May 31, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$300,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no

obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY 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 be considered and approved by COUNTY. 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- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(CONTRACTOR must obtain COUNTY invoice address)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-60072-005-05/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Purchasing
2980 Washington Street
Riverside CA, 92504

CONTRACTOR

Konica Minolta Business Solutions U.S.A., Inc.
1003 E Brier Drive, Suite 120
San Bernardino, CA 92408

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 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 own choice 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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 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.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention 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 coverage's 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 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 retention's 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; 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 and the monetary limits of liability required under this Agreement, 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

**KONICA MINOLTA BUSINESS
SOLUTIONS U.S.A., INC.**

By: _____
John J. Benoit, Chairman
Board of Supervisors

By: 
Name: Steve Rhorer
Title: President, West

Dated: _____

Dated: 5/23/16

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

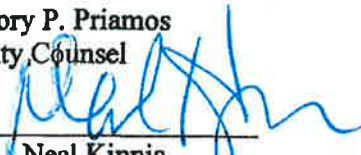
By: 
Neal Kipnis,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

This Agreement is for the maintenance and support (including toner and staples) of all products identified in Exhibit B (PAYMENT PROVISIONS). In addition, this agreement includes training, installation, moving services, and disposal of products as part of maintenance and support (excludes consumables such as paper)

1.0 CONTRACTOR requirements:

A. AUTHORIZED DEALER:

CONTRACTOR must be authorized by the manufacturer to service all products awarded under this contract. CONTRACTOR shall maintain these supplier agreements in good standing for the term of the contract. CONTRACTOR must be in possession of agreements and maintain certificates and/or letters.

B. PRODUCT/SALES REPRESENTATION :

The CONTRACTOR will be required to maintain current product and price information at Riverside County Purchasing offices in the format requested by the purchasing Department. This may include special forms (supplied by the County) and/or PC based information and spread sheets. The CONTRACTOR will be required to provide product literature and have equipment available to demonstrate as required by the using departments.

C. COUNTY STANDARDS

CONTRACTOR's equipment must meet the minimum required options, features, volumes, and required up-time as indicated in the COUNTY standard sheet ATTACHMENT I. The COUNTY will obtain services from the awarded CONTRACTOR that is authorized by the manufacturer to perform maintenance and support on equipment. The COUNTY will utilize the awarded CONTRACTORS first based on manufacturer. The COUNTY may seek services outside of this agreement if CONTRACTOR is unable to provide services or not authorized by the manufacturer to provide services.

D. DISCOUNT PROTECTION:

CONTRACTORS shall pass on to the COUNTY any price declines received from manufacturers immediately.

E. OPTIMIZATION:

The COUNTY will request services from the CONTRACTOR(S) to provide maintenance agreement optimization. This shall include but not limited to quarterly usage reports, new rates, pooled plans, per click rates, and identify/determine lowest rate(s) applicable. After the initial maintenance agreement with the COUNTY department and/or Agency, the CONTRACTOR will routinely identify equipment that is not on the most optimized rates and work with the COUNTY to place the user on the most optimized maintenance plan.

F. LOAN AGREEMENT:

CONTRACTOR shall not deliver products or other items to the COUNTY as loaner equipment use prior to receipt of a "Personal Property Loan Agreement" (Attachment II). The products and/or other items shall be returned to the CONTRACTOR at the end of the Loan Agreement period.

G. PRE-SALES CONSULTING:

CONTRACTORS shall provide, on request, pre-sales on-site user consulting services that include, but are not limited to, user consultations, written configurations, price quotes, equipment demonstrations and reliable information regarding current and new technology within the manufacturer's product line and the industry.

H. MOVING SERVICES:

The CONTRACTOR shall provide moving services as part of their maintenance and support. Included in the annual maintenance shall be one moving request per machine per year at no additional cost for multifunctional devices under maintenance or recently removed from a maintenance plan. Any additional moves within the same year, per machine, will be charged at \$200 per move, within the County of Riverside boundaries. Moving services shall include onsite equipment pick up, disassemble of equipment, delivery to new location and reassemble of equipment. Equipment must be functional at new location after move unless otherwise agreed upon.

I. HARD DRIVE DISPOSAL

The CONTRACTOR shall provide labor, material, equipment, permits & licenses (as applicable) for the destruction of multifunctional devices hard drives or other related media made part of the equipment. The CONTRACTOR must meet or exceed the ANSI Standards for this service. The responsible department may designate a County employee to witness the process. The CONTRACTOR must provide the COUNTY with a certificate of destruction that will be required to be signed by both the CONTRACTOR and COUNTY. The original signed Certificate of Destruction will be maintained by the requesting department. The Certificate must include the following information:

- I-1. Date of Destruction
- I-2. Method of Destruction
- I-3. Description of the disposed records (Provided by the department and attached)
- I-4. Inclusive dated covered (Provided by the department and attached)
- I-5. A statement of the records were destroyed in the normal course of business
- I-6. Signatures of individuals supervising and witnessing the destruction

Hard drives or other related media must be pulverized to particle size no larger than 1 square inch. Please see Information Security Office Policy A58, <http://rivcocob.com/policy-a/POLICY-A58.pdf>. Other electronic media such as floppy disks, CD's, DVDs, flash memories, USB keys shall be physically destroyed: hammered, drilled, pieces snapped and pulverized.

The COUNTY reserves the right to remove the multifunctional devices hard drives or other related media made part of the equipment without notifying the CONTRACTOR and may utilized other outside CONTRACTORS of this agreement for this service.

The CONTRACTOR can provide the service of HDD removal or HDD Data Overwrite (reformatting) at the cost of \$155 per occurrence. The Contractor will also provide instructions for HDD Data overwrite (reformatting), negating CONTRACTOR service response per Attachment III-bizhub_vCare_Customer_Information & bizhub Overwrite all data function and its related cost.

J. TRAINING:

CONTRACTOR must provide "Key Operator" training and general operator training upon installation of each equipment, and as required by the using department at no additional charge to the County throughout the agreement.

K. INSTALLATION:

CONTRACTOR must conduct a pre-site survey to assist in the sitting and planning for all products if requested at no additional cost. CONTRACTOR must discuss electrical, IT and all other requirements for site preparation and provide a schematic drawing with dimensions and connections of the site for the COUNTY to use to prepare the site if requested. The COUNTY will arrange for delivery and installation after site modifications are completed. All work must be performed Monday through Friday (excepting County holidays) between the hours of 8:00 a.m. and 4:00 p.m. All products must be installed within 5 working days after delivery date and must be operational within 5 working days after installation date unless otherwise agreed to by COUNTY ordering department.

L. EQUIPMENT WARRANTIES:

CONTRACTOR shall warrant all products purchased, per the original manufacturer warranty provision as a minimum, as well as any subsequent models requested during the life of the contract, to be free from defects in material and workmanship for a minimum period of one year from the date of delivery. Equipment warranty service shall be provided on-site for one year warranty period. This provision has precedence over the manufacturers' standard warranty.

M. WARRANTY EXPIRATIONS AND EXTENSIONS:

The COUNTY department ordering the equipment shall be notified of warranty expiration on all purchased equipment in writing within 90 days of the date of expiration. The COUNTY department ordering equipment shall also be given a written estimate of the cost for extending any of the product warranties.

N. EQUIPMENT WARRANTY SUPPORT:

On-site service problem resolution or replacement of failed equipment shall be provided within 24 hours. Extended on-site warranty service must be provided at a stated rate. Shipping will be paid by the sender in all cases. Turn-around repair or replacement time for returned equipment shall be no more than 10 working days. CONTRACTOR shall honor all manufacturer's warranty service on-site, unless specifically noted as otherwise in the proposal. CONTRACTOR shall provide comparable loaner equipment, at no additional charge, if requested, when equipment cannot be repaired within 24 hours of technicians first on-site service attempt. The delivery time frame for the loaner equipment shall not exceed 48 hours from the technician's first on-site service attempt unless otherwise negotiated with the requesting department.

O. EQUIPMENT RECALLS:

When notified by the manufacturer of faulty equipment and/or recalled equipment, the CONTRACTOR shall, within 5 working days, notify all affected COUNTY departments and Purchasing and replace at CONTRACTOR's cost all such faulty equipment immediately and not wait for actual failure.

P. MANUFACTURER CONSISTENCY:

CONTRACTOR shall not change the model number and specifications of equipment from contract and current price list without notifying the Riverside County Departments and Agencies and obtaining written approval for such change from the Riverside County Purchasing Department. Failure to adhere to this requirement may be cause for contract termination, return of equipment to the reseller at no cost to the COUNTY, and a charge to the reseller for any additional costs incurred by the COUNTY to secure the correct equipment from a different source.

Q. MANUALS:

CONTRACTOR shall provide manuals and documentation for all equipment at time of delivery. Additional manuals may be requested by Departments/Agencies at no additional charge to the County.

R. MANAGEMENT REPORTS:

R.1. CONTRACTOR shall provide contract management reports to the all COUNTY departments for their equipment purchases on a quarterly basis and upon request by COUNTY or COUNTY department. These reports shall include:

R-1.1. Number and dollar volume of sales by category

R-1.2. Delivery Dates

R-1.3. Order dates

R-1.4. Model

R-1.5. Serial number

R-1.6. Beginning and ending meter readings

R-1.7. County agency/department

R-1.8. Location of product (address)

R-1.9. Requesting person

R-1.10. Repair records (e.g. average response time, length of down time, number of service calls)

R-1.11. Types of failures

R.2. A current accounts payable/receivable report will list all invoice dates and payment due by COUNTY department. All reports must be accurate, complete and available in an electronic media. At least twice each year, CONTRACTOR will submit Customer Surveys requesting the departments to rate the CONTRACTOR's service, promptness, accuracy of delivery, and thoroughness of customer introduction to the new equipment (model, documentation, maintenance procedure, etc.). Results of these surveys are to be submitted to Riverside County Purchasing. Failure to provide Customer Surveys will be grounds for cancellation of contract.

R.3. The County of Riverside Purchasing department requires the quarterly reports of all equipment maintenance for the COUNTY (Departments and Agencies).

S. NEW TECHNOLOGY AND VENDOR SHOWS:

CONTRACTOR shall provide informational notifications on new technologies to the COUNTY at comparable discounts. CONTRACTOR shall make new technologies available to COUNTY Departments for at least thirty (30) days to review and evaluate, and at other times to introduce new technologies and/or products changes/enhancements. CONTRACTOR is expected to participate and to provide display of contract equipment, at COUNTY locations to assist the manufacturer with promotion of new equipment that may be of benefit to the COUNTY.

T. WARRANTY MAINTENANCE:

CONTRACTOR shall be capable of providing manufacturer's certified repair services for all equipment purchased for the standard and/or extended warranty period provided by manufacturer and/or CONTRACTOR. This service support will be required regardless of which CONTRACTOR originally sold the warranted equipment.

U. MAINTENANCE SERVICES:

U.1. CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased. The CONTRACTOR may be required to assume responsibility for maintenance of other equipment not sold by the CONTRACTOR if the equipment is the same brand offered by the CONTRACTOR. The County has the right to split the award or do what is most advantageous to the County.

U.2. All work performed under this contract shall be in full compliance with the contract requirements and all applicable federal, state, local, industry and regulatory requirements. CONTRACTOR must warranty each repair or completed service call for a period of 90 days. All routine maintenance shall be performed in accordance with manufacturer's recommendations. OEM parts must be used when the replacement of parts is needed on all products. If no OEM parts are available to the County, after market replacements parts may be accepted upon the approval of the County.

V. MAINTENANCE SERVICE COVERAGE:

CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased or under maintenance contract, to the entire County of Riverside. There are five districts that make up the County of Riverside. CONTRACTORS must meet performance standards as specified in Section U of this contract for all districts. Failure to meet these requirements may result in the termination of maintenance contract.

District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the

Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Corona, and Green River.

District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

V. MAINTENANCE PERFORMANCE STANDARDS:

Service performance standards have been established by the County and must be maintained. Failure to meet these requirements may result in the termination of maintenance contract.

The County requires full onsite maintenance. The following service standards must be met:

- V-1. The CONTRACTOR must be able to provide maintenance service to all areas of the County. The County requires a one-point service contact location, which will be responsible for all service requirements.
- V-2. The County has established maximum 4 business hour on site response time to service calls for all areas of the County. Normal business hours are considered 8:00 AM to 4:00 PM Monday through Friday, excluding County holidays and compressed workweek closed days.
- V-3. All equipment are to be operational within four (4) hours from the time the technician arrives. Any variance in excess of this time must be coordinated with the using department at the time of servicing inspection.
- V-4. If the equipment is not repairable within 16 business hours (2 working days) from the original arrival of the service technician, a loaner of acceptable volume will be provided by the service company at no additional cost upon request of the using department.

- V-5. Certain critical operations may require 24-hour service maintenance availability. Maintenance Services must be made available to requesting Departments/Agencies.
- V-6. An estimate for repair for damage or loss caused by the negligence of the County or its employees, and not covered by the service agreement will be submitted in advance by the maintenance technician to the using department prior to any repair work being accomplished. Authorization for the repair work will be accomplished by issuance of a separate purchase order authorized and issued by the using department.
- V-7. Preventive maintenance calls shall be the responsibility of technicians, and the County departments shall not be expected to place calls to request this service.
- V-8. The CONTRACTOR must provide and install a 'History Record Card' on each product. The record card will contain the following minimum information:
 - a) Model, serial number and location
 - b) Date, time and description of each service
 - c) Meter reading at each service call
 - d) Length of time the equipment was out of service
 - e) Name/initials of the technician
- V-9. A service report shall be made by the service technician upon each service visit. If parts are not readily available, the technician will note this on the report along with the date he will return to install the part(s). A copy of this report will be provided to the department contact prior to technicians' departure.
- V-10. Each individual piece of equipment will maintain an average UP time of 90% during the five (5) year life of the equipment. This up time is exclusive of operator caused damage or error. Equipment that fall below this level of up time in any six-month period, and suitably sized for their placement, shall be replaced with a comparable model at no charge to the County. The County must approve of comparable model before replacement model is installed.

W. COMSUMABLES/SUPPLIES/PARTS (INCLUDES TONER, INK AND DRUMS)

CONTRACTOR is required to provide original equipment manufacturer (OEM) for all consumable supplies and/or parts. For any reason the CONTRACTOR is not able to provide OEM consumable supplies and/or parts, the CONTRACTOR must notify the COUNTY. Any alternatives must be approved by the COUNTY prior to use.

W-1 Consumable such as toner and/or ink shall be shipped directly to the COUNTY at no additional cost. The COUNTY will not provide storage for any consumable supplies and/or parts. It is the intent that networked devices monitored under maintenance or print managed services have the capability to managing consumable supply orders as needed. It will be at the discretion of the COUNTY department if automatic consumables (toner/ink) ordering will be approved for use.

X. TECHNICIANS:

Technician's performance standards have been established by the County and must be maintained. Failure to meet these requirements may disqualify your bid or if awarded the contract, may result in the termination of maintenance contract.

X-1 Technicians must be certified by manufacture in all equipment training and repair services. Failure to maintain certified Technicians will be grounds for cancellation of contract.

X-2 Technicians must be able to perform a full range of servicing and repair service which include but not limited to diagnostics, troubleshooting, installation, removal, replacement of parts, provide training, and configuration.

Y. HELP DESK, TELEPHONE and ONLINE TECHNICAL SUPPORT:

Y.1 CONTRACTOR shall provide 7 am to 6 pm PST/PDT Monday through Friday telephone technical support, and online technical support through the Internet in the event of problems or questions concerning operation of manufacturer's equipment and software delivered and installed at the user site. Response to telephone calls shall be within one (1) working hour of all contracted services and products delivered. CONTRACTOR must provide an 800 number and sufficient phone lines to handle a minimum of six (6) concurrent COUNTY calls. If services are subcontracted, the subcontractor name and location of its offices must be provided in the bid .CONTRACTOR shall provide a help desk to support manufacturer's COUNTY installations. CONTRACTOR shall log all help desk calls and provide reports on a monthly basis to Purchasing Department and on request by other COUNTY departments. These reports shall include:

Y-1.1 Date/time of call

Y-1.2 Location of problem

Y-1.3 Stated problem

Y-1.4 Stated repair/solution

Y-1.5 Response time of CONTRACTOR to the call

Y-1.6 Repair time

Y.2 CONTRACTOR must establish a service level agreement based on the COUNTY's hardware experience. Failure to meet the terms of the service level agreement will be grounds for cancellation of contract.

Z. SECURITY

CONTRACTOR must provide security features or options for all equipment. Due to confidential files and reports, departments may request special security features to ensure the protection of the County.

AA. EXISTING MAINTENANCE CONTRACTS:

The COUNTY, at its option, may elect to change the maintenance contracts on existing County owned devices to the CONTRACTOR authorized to service within the awarded list of CONTRACTORS for this service. The COUNTY may seek services outside of the awarded CONTRACTORS for any reason.

BB. AUTHORIZED THIRD-PARTY MAINTENANCE:

CONTRACTOR or their agents must be authorized by the manufacturer to repair its products and honor the conditions during the warranty period. The CONTRACTOR must submit letters from the manufacturers proposed for use to the COUNTY showing the CONTRACTOR is authorized to repair those products. CONTRACTOR shall maintain these maintenance agreements in good standing for the term of the contract.

Exhibit B- Payment Provisions

BLKWHT MFD MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black and White prints for multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

Activation of KMBS NO COST “vCare” on MFP device produces

‘auto-toner replenishment notifications’ on current MFP models (reference vCare collateral)

CPM10 MONTH VOLUME 0-2,500	UNIT	FIXED COST
POOLED (Based on the highest monthly volume)	Bizhub 25	
Unit Monthly Volume Maint. Cost	Monthly	\$42.25
Unit Overage Cost	Per Click	.017
PER CLICK (No Volume commitment)	Bizhub 25	
Per click cost	Per Click	.01690
Monthly Base	Monthly	n/a
CPM20 MONTH VOLUME 2,500 to 5,000		
POOLED (Based on the highest monthly volume)	Bizhub 227	
Unit Monthly Volume Maint. Cost	Monthly	\$48.00
Unit Overage Cost	Per Click	.012
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.00960
Monthly Base	Monthly	n/a
CPM 25 MONTH VOLUME 5,000 TO 10,000		
POOLED (Based on the highest monthly volume)	Bizhub 284e	
Unit Monthly Volume Maint. Cost	Monthly	95.00
Unit Overage Cost	Per Click	.0105
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0095
Monthly Base	Monthly	n/a
CPM 28 MONTH VOLUME 10,000 TO 20,000		
POOLED (Based on the highest monthly volume)	Bizhub 284e	
Unit Monthly Volume Maint. Cost	Monthly	190.00
Unit Overage Cost	Per Click	.0100
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0095
Monthly Base	Monthly	n/a
CPM 35 MONTH VOLUME 20,000 TO 30,000	Bizhub 364e	
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	223.20

Unit Overage Cost	Per Click	.0080
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.00744
Monthly Base	Monthly	n/a
CPM 45 MONTH VOLUME 30,000 TO 40,000		
POOLED (Based on the highest monthly volume)	Bizhub 454e	
Unit Monthly Volume Maint. Cost	Monthly	232.00
Unit Overage Cost	Per Click	.0060
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0058
Monthly Base	Monthly	n/a
CPM 50 MONTH VOLUME 45,000 TO 50,000		
POOLED (Based on the highest monthly volume)	Bizhub 554e	
Unit Monthly Volume Maint. Cost	Monthly	290.00
Unit Overage Cost	Per Click	.0062
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0058
Monthly Base	Monthly	n/a
CPM 60 MONTH VOLUME 50,000 TO 60,000		
POOLED (Based on the highest monthly volume)	Bizhub 554e	
Unit Monthly Volume Maint. Cost	Monthly	348.00
Unit Overage Cost	Per Click	.0062
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0058
Monthly Base	Monthly	n/a
CPM 72 MONTH VOLUME 60,000 TO 75,000		
POOLED (Based on the highest monthly volume)	Bizhub 654e	
Unit Monthly Volume Maint. Cost	Monthly	320.25
Unit Overage Cost	Per Click	.00475
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.00427
Monthly Base	Monthly	n/a
CPM 80 MONTH VOLUME 75,000 TO 100,000		
POOLED (Based on the highest monthly volume)	Bizhub 754e	
Unit Monthly Volume Maint. Cost	Monthly	408.00
Unit Overage Cost	Per Click	.00420
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.00408
Monthly Base	Monthly	n/a

BLKWHT AND COLOR MFD MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black & White and Color prints of multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

CPM10 MONTH VOLUME 0-2,500	UNIT	FIXED COST
POOLED (Based on the highest monthly volume) BLKWHT	Bizhub C224	
Unit Monthly Volume Maint. Cost	Monthly	\$32.08
Unit Overage Cost	Per Click	.0131
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$131.25
Unit Overage Cost	Per Click	.0535
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	.01283
Monthly Base	Monthly	n/a
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05250
Monthly Base	Monthly	n/a
CPM20 MONTH VOLUME 2,500 to 5,000		
POOLED (Based on the highest monthly volume) BLKWHT	Bizhub C224	
Unit Monthly Volume Maint. Cost	Monthly	\$64.15
Unit Overage Cost	Per Click	.0132
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$262.50
Unit Overage Cost	Per Click	.0532
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	.01283
Monthly Base	Monthly	n/a
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.0525
Monthly Base	Monthly	n/a

CPM 25 MONTH VOLUME 5,000 TO 10,000		
POOLED (Based on the highest monthly volume) BLK/WHT	Bizhub C308	
Unit Monthly Volume Maint. Cost	Monthly	\$101.70
Unit Overage Cost	Per Click	.0110
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$498.80
Unit Overage Cost	Per Click	.0508
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.01017
Monthly Base	Monthly	n/a
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.04988
Monthly Base	Monthly	n/a
CPM 28 MONTH VOLUME 10,000 TO 20,000		
POOLED (Based on the highest monthly volume) BLK/WHT	Bizhub C308	
Unit Monthly Volume Maint. Cost	Monthly	\$203.40
Unit Overage Cost	Per Click	.0110
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$997.60
Unit Overage Cost	Per Click	.0508
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.01017
Monthly Base	Monthly	n/a
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.04988
Monthly Base	Monthly	n/a
CPM 35 MONTH VOLUME 20,000 TO 30,000		
POOLED (Based on the highest monthly volume) BLK/WHT	Bizhub C368	
Unit Monthly Volume Maint. Cost	Monthly	\$242.40
Unit Overage Cost	Per Click	.00850

POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$1567.50
Unit Overage Cost	Per Click	.0530
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.00808
Monthly Base	Monthly	n/a
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05225
Monthly Base	Monthly	n/a
CPM 45 MONTH VOLUME 30,000 TO 40,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
	Bizhub C454e	
Unit Monthly Volume Maint. Cost	Monthly	\$260.00
Unit Overage Cost	Per Click	.0069
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$2116.80
Unit Overage Cost	Per Click	.0535
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0065
Monthly Base	Monthly	n/a
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05292
Monthly Base	Monthly	n/a
CPM 50 MONTH VOLUME 45,000 TO 50,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
	Bizhub C554e	
Unit Monthly Volume Maint. Cost	Monthly	\$285.00
Unit Overage Cost	Per Click	.00595
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$2510.00
Unit Overage Cost	Per Click	.0510
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0057
Monthly Base	Monthly	n/a

PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.0502
Monthly Base	Monthly	n/a
CPM 60 MONTH VOLUME 50,000 TO 60,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
	Bizhub C654e	
Unit Monthly Volume Maint. Cost	Monthly	\$336.60
Unit Overage Cost	Per Click	.00570
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$2850.00
Unit Overage Cost	Per Click	.0480
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.00561
Monthly Base	Monthly	n/a
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.04750
Monthly Base	Monthly	n/a
CPM 70-80 MONTH VOLUME 75,000 TO 100,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
	Bizhub C754e	
Unit Monthly Volume Maint. Cost	Monthly	\$561.00
Unit Overage Cost	Per Click	.00570
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$4750.00
Unit Overage Cost	Per Click	.0480
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.00561
Monthly Base	Monthly	n/a
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.0475
Monthly Base	Monthly	n/a

PLOTTERS BLKWHT AND COLOR MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black & White and Color prints of plotters based on volume. A pooled or per click option is available based on the needs of the County.

Per click is in square foot

36" inch plotters (blk/wht) low volume (with toners)	UNIT	FIXED COST
POOLED (Based on the highest monthly volume) BLK/WHT Up to 4250 sq foot	KIP 770	
Unit Monthly Volume Maint. Cost	Monthly	\$250.00
Unit Overage Cost	Per Click	.0757
POOLED (Based on the highest monthly volume) COLOR black / white only	KIP 770	b/w only
Unit Monthly Volume Maint. Cost	Monthly	n/a
Unit Overage Cost	Per Click	n/a
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.091
Monthly Base	Monthly	\$55.00
PER CLICK (No Volume commitment) COLOR black/white only	KIP 770	b/w only
Per click cost	Per Click	n/a
Monthly Base	Monthly	n/a
36 inch plotters (blk/wht) low & high volume		
POOLED (Based on the highest monthly volume) BLK/WHT Up to 8000 sq foot	KIP 7170	
Unit Monthly Volume Maint. Cost	Monthly	\$465.00
Unit Overage Cost	Per Click	.044
POOLED (Based on the highest monthly volume) COLOR black / white only	KIP 7170	b/w only
Unit Monthly Volume Maint. Cost	Monthly	n/a
Unit Overage Cost	Per Click	n/a
PER CLICK (No Volume commitment) BLK/WHT	KIP 7170	
Per click cost	Per Click	.069
Monthly Base	Monthly	\$55.00
PER CLICK (No Volume commitment) COLOR black / white only	KIP 7170	b/w only
Per click cost	Per Click	n/a
Monthly Base	Monthly	n/a

36 inch plotters (blk/wht) high volume		
POOLED (Based on the highest monthly volume) BLK/WHT up to 19000 sq foot (base model)	KIP 7770	
Unit Monthly Volume Maint. Cost	Monthly	\$530.00
Unit Overage Cost	Per Click	.027
POOLED (Based on the highest monthly volume) COLOR black / white only	KIP 7770	
Unit Monthly Volume Maint. Cost	Monthly	n/a
Unit Overage Cost	Per Click	n/a
PER CLICK (No Volume commitment) BLK/WHT	KIP 7770	
Per click cost	Per Click	.037
Monthly Base	Monthly	\$95.00
PER CLICK (No Volume commitment) COLOR black / white only	KIPO 7770	b/w only
Per click cost	Per Click	n/a
Monthly Base	Monthly	n/a
36 inch plotters (color) low volume		
POOLED (Based on the highest monthly volume) BLK/WHT up to 50000 sq foot (Base model)	KIP 7970	
Unit Monthly Volume Maint. Cost	Monthly	\$1300.00
Unit Overage Cost	Per Click	.025
POOLED (Based on the highest monthly volume) COLOR black / white only	KIP 7970	b/w only
Unit Monthly Volume Maint. Cost	Monthly	n/a
Unit Overage Cost	Per Click	n/a
PER CLICK (No Volume commitment) BLK/WHT	KIP 7970	b/w only
Per click cost	Per Click	.036
Monthly Base	Monthly	\$95.00
PER CLICK (No Volume commitment) COLOR black / white only	KIP 7970	b/w only
Per click cost	Per Click	n/a
Monthly Base	Monthly	n/a
36 inch plotters color low & high volume		
POOLED (Based on the highest monthly volume) BLK/WHT up to 35000 only b/w allowance	KIP 940	
Unit Monthly Volume Maint. Cost	Monthly	\$819.00
Unit Overage Cost	Per Click	.70

POOLED (Based on the highest monthly volume) COLOR (mono toner only, purchase CMY toners)		
Unit Monthly Volume Maint. Cost	Monthly	
Unit Overage Cost / pay per click COLOR	Per Click/overage	.038
PER CLICK (No Volume commitment) BLK/WHT		
Per click	Per Click	.0275B
Monthly Base	Monthly	\$80.00
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.0425
Monthly Base	Monthly/Overage	n/a
36 inch plotters color high volume		
POOLED (Based on the highest monthly volume) BLK/WHT - no allowance plan – black/white toner included only	KIP 800 Series	COLOR System
Unit Monthly Volume Maint. Cost	Monthly	n/a
Unit Overage Cost	Per Click	n/a
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	n/a
Unit Overage Cost	Per Click	n/a
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0396
Monthly Base base charge applies to b/w only	Monthly	\$125/\$195
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.0290
Monthly Base per click for color, only b/w toner included	Monthly	n/a

Attachment I

MULTIFUNCTIONAL DEVICE STANDARDS

The following standards are County wide and facilitated through the County of Riverside Information Technology Department. Please note the County continuously updates hardware and software standards as technology evolves and may revise its standards at any time which will be the sole responsibility of the CONTRACTOR to ensure they meet the current listing.

Listing below RCIT_StrategicPlan_FY1516_12-09-15

County of Riverside Technology Standards	
Desktop/Laptop Software	Standard
Operating System	Microsoft Windows 7
Web Browser	Microsoft Internet Explorer /Firefox
Word Processing	Microsoft Word 2013
Spreadsheet	Microsoft Excel 2013
Presentation	Microsoft PowerPoint 2013
Local Database	Microsoft Access 2013
Instant Messaging, Presence, Voice, Conferencing, Video	Microsoft Lync 2013/Cisco Jabber
Note Taking, Business Organization, Data Management	Microsoft OneNote 2013
Design and Implementation XML based Electronic Forms	Adobe Forms Central
Local Integrated Messaging and Communication Client	Office 365
Graphical Object Drawing Application	Microsoft Visio 2013
Project Management	Microsoft Project 2013
Desktop Virus/Spam Management	Microsoft Endpoint Protection
Document Editing	Adobe Acrobat Professional
Image/Photo Editing	Adobe Photoshop

County of Riverside Technology Standards	
Enterprise Services	Standard
Enterprise Operating System	Windows Server 2012
Enterprise Messaging on Premise or in the Cloud	Office 365
Online Virus /Spam Protection	Symantec
Enterprise Collaboration and Web Platform	Microsoft SharePoint Server 2013
Enterprise Systems Management	Microsoft Systems Center 2012
Enterprise Database Services	Microsoft SQL Server 2012, Oracle 12C (mission critical 24x7)
Web-based App Development Tool	MS Visual Studio Builder
Document Management	Laserfiche
Electronic Plan Review	Bluebeam Revu
Mobile Data Management	Microsoft EMS/Intune
Online Services	Standard
Identity Management	Microsoft Active Directory/Forefront Identify Manager (FIM)
Cloud based Desktop Applications	Office 365
Application Hosting	Microsoft Azure
Geographic Information	Standard
GIS Tools	ESRI ArcGIS
Open Data	Standard
Open Data Platform	Socrata
Hardware	Standard
Desktop/Laptop	HP/Dell
Rugged Laptop/Mobile Data Computer	Panasonic/Getac
Printer	HP/Ricoh(MFC)
Tablet	Microsoft Surface/Apple iPad
Server	HP/Dell

Attachment II



PERSONAL PROPERTY LOAN AGREEMENT

The undersigned does hereby lend to the County of Riverside all that personal property (herein referred to as "Equipment"), listed on Attachment "A", which is detailed below and/or attached hereto and incorporated herein by this reference as though fully set forth herein and here at.

The undersigned acknowledges and agrees that the County Department accepting said Equipment will exercise only reasonable care in the protection of the Equipment, it being specifically provided; however, that neither the County nor any of its officers, agents, servants or employees shall assume any liability or responsibility whatever for the equipment in the event of any loss or damage thereto as the result of any occurrence whatsoever, including negligent acts or omissions of the County, its officers, agents, servants and employees.

The undersigned further certifies that he or she is authorized to execute this document for and on the behalf of the person, firm or corporation designated immediately below the signature hereof, and agrees to and accepts all of the other terms and conditions hereof, and does further acknowledge and agree that no other terms or conditions whatsoever shall apply to the loan of Equipment hereunder without the prior written consent of the Riverside County Purchasing Agent.

Unless purchased or otherwise permanently acquired by the County, upon demand of the undersigned or the undersigned's firm, the Equipment shall be returned without cost, loss or liability of any kind, nature or sort whatever to the County, at the convenience of the County. The undersigned does hereby further acknowledge and agree that the acceptance and use of the Equipment creates no obligation whatsoever on the part of the County to acquire said Equipment or any other equipment whatever or at any time from the undersigned or the undersigned's firm except upon the express written agreement of the County, given and made in accordance with any and all applicable legal requirements.

Attachment II Cont.

Subject to the terms and conditions above, the items described in Attachment "A" may be loaned to the County.

BY: Purchasing Agent, Asst. Purchasing Agent, or Procurement Contract Specialist

Name	Title	Date
------	-------	------

ACCEPTED BY VENDOR:

Name	Title	Date
------	-------	------

For: _____

Company _____

Address

* Return signed original to Purchasing's Equipment Loan File.

Attachment II Cont.

Attachment A (PERSONAL PROPERTY LOAN AGREEMENT)

Attachment A

Vendor shall describe in full all items to be loaned to the County of Riverside:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

Attachment III

- **bizhub_vCare_Customer_Information**
- **bizhub Overwrite all data function**

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KONICA MINOLTA

bizhub vCare Customer Information and Security Policy Explanation

Introduction: bizhub vCare is Konica Minolta’s Device Relationship Management (DRM) system, which connects your Konica Minolta MFP to Konica Minolta’s Central vCare Server. Through brief email messages, the bizhub vCare system keeps in contact with your MFP to read its meter, check on technical performance, monitor supply levels, and more.

- Konica Minolta provides and manages Two-Way POP3 email addresses and email service for MFPs communicating with the bizhub vCare server.
- Konica Minolta provides the email user account for models supporting One-Way SMTP email communication.

bizhub vCare Two-Way (POP3) eMail Communication Information:

Parameter	Setting
Communication Method to the MFP:	POP3
Communication Method from the MFP:	Authenticated SMTP
eMail Domains:	kmbsvcare.com
POP3 Port:	110 (default) or 10110 (alternate)
SMTP Port:	25 (default) or 2525 (alternate)
MFP POP3 Recommended Mail Check Interval:	60 Minutes
Scheduled Daily Messages to the MFP:	0~1
Explanation:	The bizhub vCare Server may be set to request all counters once a day for the purpose of proactive service and billing.
Scheduled Daily Messages from the MFP:	0~1
Explanation:	The MFP will respond to a “send counters” request from the bizhub vCare Server.
Scheduled Monthly Messages to the MFP:	0~1
Explanation:	The bizhub vCare Server may be set to request total counters once a month for the purpose of billing.
Scheduled Monthly Messages from the MFP:	0~1
Explanation:	The MFP will respond to a “send counters” request from the bizhub vCare Server.
Unscheduled Monthly Messages from the MFP:	Typically <10
Explanation:	Unscheduled messages are initiated from the MFP to the vCare Server, when the MFP detects low supply levels, impending preventative maintenance, or a technical malfunction.
Message Length:	<20KB

June 26, 2009

v. 1.04

bizhub vCare One-Way (SMTP) eMail Communication Information:

Parameter	Setting
Communication Method from the MFP:	Authenticated SMTP
eMail Domains:	kmbsvcare.com
SMTP Port:	25 (default) or 2525 (alternate)
Scheduled Daily Messages from the MFP:	0~1 per day, up to 31 per month
Explanation:	The MFP will send its counters on a pre-programmed daily schedule based on the type of meter reads required by the contract.
Scheduled Weekly Messages from the MFP:	0~1, up to 4 per month
Explanation:	The MFP will send its counters on a pre-programmed weekly schedule based on the type of meter reads required by the contract.
Scheduled Monthly Messages from the MFP:	0~1
Explanation:	The MFP will send its counters on a pre-programmed monthly schedule based on the type of meter reads required by the contract.
Unscheduled Monthly Messages from the MFP:	Typically <10
Explanation:	Unscheduled messages are initiated from the MFP to the vCare Server, when the MFP detects low supply levels, impending preventative maintenance, or a technical malfunction.
Message Length:	<20KB

bizhub vCare One-Way (SMTP) eMail Communication Information Relaying Through the Customer's eMail Server:

Note: The table below is for vCare deployments where the customer requires that all outbound email communication must be sent from the customer's email server. In this case, the vCare enabled MFP will send messages via the customer's email server.

Parameter	Setting
Communication Method from the MFP:	SMTP with customer preference for authentication ON or OFF
eMail Domains:	Equipment ID@customerdomain
SMTP Port:	Customer preference
Scheduled Daily Messages from the MFP:	0~1 per day, up to 31 per month
Explanation:	The MFP will send its counters on a pre-programmed daily schedule based on the type of meter reads required by the contract.
Supported eMail Platforms:	Lotus Notes or Microsoft Exchange
Explanation:	One way MFPs can be configured using the customer's email system. The customer will need to create an email account for each MFP using the provided equipment ID #. Konica Minolta can only guarantee successful communication via Notes and Exchange. All other email Platforms and ISP e-mail solutions are not supported. IMPORTANT: This vCare communication option is only available for MFPs that utilize One-Way email.

bizhub vCare Compatible Models

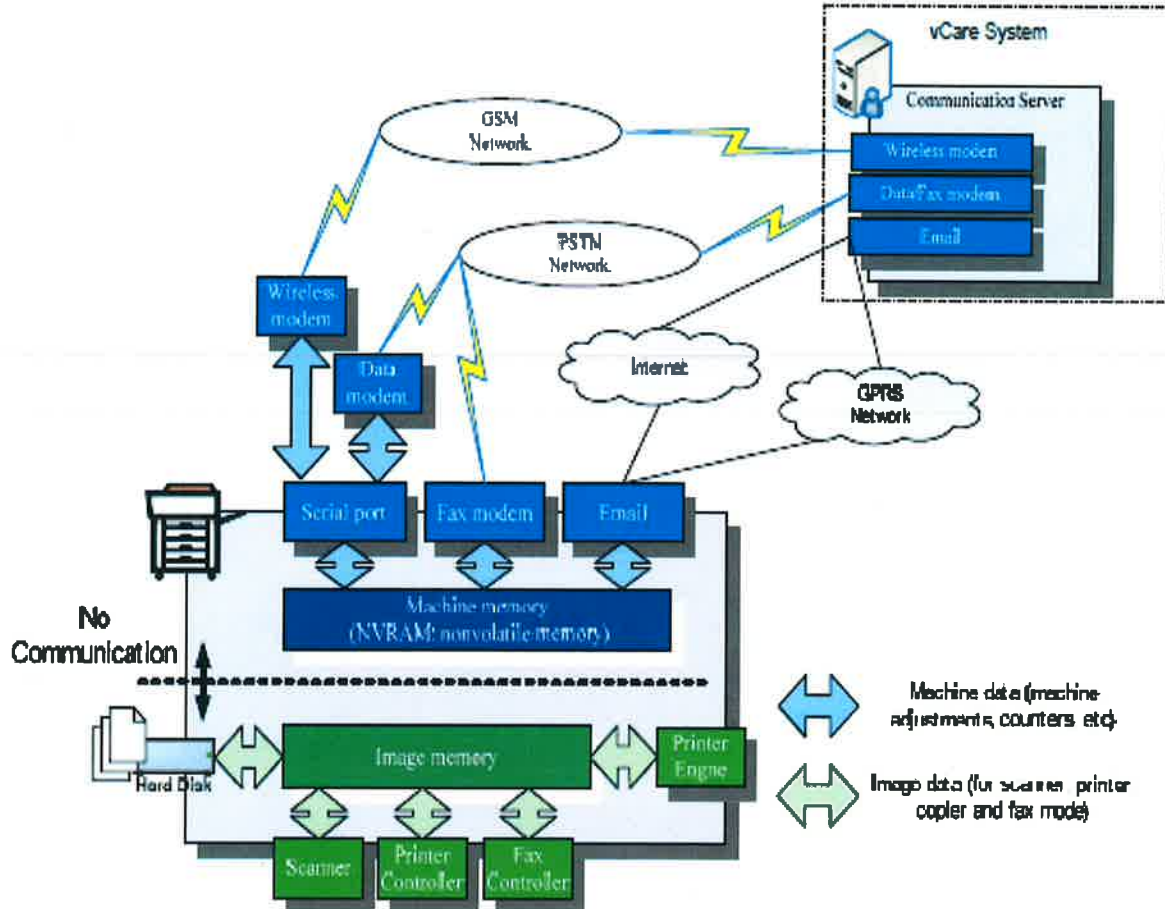
Model	eMail System	Internal KMBS vCare Item Code	Comment
Office Monochrome			
bizhub 200/250/350	Two-Way (POP3)	VCAREACT	
bizhub 222/282/362 ^{304e}	Two-Way (POP3)	VCAREACT	
bizhub 360/420/500 ^{454e 554e}	Two-Way (POP3)	VCAREACT	
bizhub 361/421/501 ^{554e}	One-Way (SMTP)	VCAREACT-O	
bizhub 600/750 ^{654e}	Two-Way (POP3)	VCAREACT	
bizhub 601/751 ^{754e}	One-Way (SMTP)	VCAREACT-O	
Office Color			
bizhub C200	Two-Way (POP3)	VCAREACT	
bizhub C203/C253/C353	One-Way (SMTP)	VCAREACT-O	
bizhub C451/C550/C650	One-Way (SMTP)	VCAREACT-O	
bizhub C552/C652	One-Way (SMTP)	VCAREACT-O	
bizhub C250/C351/C450	Two-Way (POP3)	VCAREACT	
bizhub C252/C300/C352	Two-Way (POP3)	VCAREACT	
Production Monochrome			
bizhub PRO 920	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with MicroPress
bizhub PRO 950	One-Way (SMTP)	VCAREACT-O	Requires 2 nd Network Connection for any Print Controller or MicroPress
bizhub PRO 1050/1050P bizhub PRO 1050e/1050eP	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with MicroPress
Production Color			
bizhub PRO C5500	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with <u>any</u> Print Controller or MicroPress
bizhub PRO C5501	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with <u>any</u> Print Controller or MicroPress
bizhub PRO C6500/C6500P	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with <u>any</u> Print Controller or MicroPress
bizhub PRO C6501/C6501P	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with <u>any</u> Print Controller or MicroPress

Konica Minolta bizhub vCare Security Policy Explanation
 Konica Minolta Business Solutions U.S.A., Inc.

1 The Konica Minolta bizhub vCare security basic policy:

1.1 The Konica Minolta bizhub vCare configuration:

Note: Only email communication is currently supported in the U.S. market.



1.2 The Konica Minolta MFP information control:

1.2.1 The information stored on the Konica Minolta MFP:

All the Konica Minolta MFP products (the MFP) have two types of memory and a hard disk drive to store the data.

* The hard disk drive is optional for some products.

(1) Machine memory:

The machine memory (NVRAM) stores all of the MFP-related information (machine adjustment data, machine setting data, counter information and machine trouble information etc.) and retains them after turning off the power switch.

- (2) **Image memory:**
The image memory (SDRAM) temporary stores the document and image data related information for the image processing.
- (3) **Hard disk drive:**
The hard disk stores the document and image data in a file format after applying the image processing.
- 1.2.2 **Information retrieved by the bizhub vCare system:**
The Konica Minolta bizhub vCare system only retrieves data from the above mentioned machine memory, and cannot access data in the image memory or the hard disk drive.
- 1.2.3. **Type of information retrieved by the bizhub vCare system:**
 - (1) **The MFP information:**
Firmware (ROM) version information, the MFP ID information, and configuration information.
 - (2) **The information, which indicates the MFP usage status:**
Various setting information.
 - (3) **Various setting value of that relates to the MFP operations:**
Various counter information.
Total counter, count by paper sizes, parts counters, JAM counter.
 - (4) **Information which indicates the MFP status:**
Various information related to the MFP such as alert (add toner, replace imaging unit), error code, periodic maintenance information, paper jam (JAM) history information etc
- Important Note:** It is not possible for bizhub vCare to retrieve the following personnel-related information from the MFP:
 - (a) User information and count data for each user if user authentication function is used.
 - (b) The address information that is registered to the one- touch function etc., of the MFP for FAX/Scan functions.
 - (c) Other registration information and stored documents and related information.
- 1.3. **Communication between the bizhub vCare system and the Konica Minolta MFP:**
 - 1.3.1. **Execution of the communication:**
The bizhub vCare system only communicates with the MFP at either of the following occasions:
 - (1) **The bizhub vCare system triggers the communication:**
 - (a) When the system user initiates communication through a data request message.
 - (b) When the pre-assigned time arrives for the system to communicate with the MFPs.
 - (2) **The MFP triggers the communication:**
 - (a) When the MFP detects a trouble code or other alert. (The types of trouble codes and alerts that are reported to the bizhub vCare system are pre-defined by the model.)
 - 1.3.2. **Communication methods:**
The bizhub vCare system communicates with the MFP by one of following methods, which is registered in advance.
 - (1) **Data communication (Wireless Modem with mobile Network Or Data Modem with PSTN)**
 - (a) The bizhub vCare system is connected with the MFP via the modem (ITU-T V.34/V.32.bis/V.32 compliant), and then transfers data with the bizhub vCare proprietary protocol.

(b) Since a proprietary unique protocol is used, illegal access from the outside is not accepted.

(2) Fax communication (Use of fax modem and PSTN):

(a) The bizhub vCare system is connected with the MFP via fax modem (ITU-T T.30 compliant), and then transfers data with the bizhub vCare proprietary protocol.

(b) The proprietary protocol is used instead of the standard G3 FAX protocol, which protects data from spoofing.

(3) Email communication including GPRS network:

The following security measures are taken, which prevents data leakage, tampering, illegal access to the customer network, and virus invasion.

(a) The use of the bizhub vCare proprietary email format excludes spoofed messages.

(b) The data is sent as plain text in an attached file; the text can be encrypted if encryption setting is enabled. The encrypted data cannot be deciphered, even if the other person receives the data by spoofing.

(c) The MFP receives only the email in a specific format: The subject, password, and attachment files (number of attachment, file format and extension) format are specific to bizhub vCare. If the mail is not in the specific format, it is deleted.

(d) The MFP cannot run an executable-type file, and there is no possibility that a virus can enter the customer's network through the ".exe" (or script style language) file.

(e) Since the MFP's operating system is different from Windows or other OS used in PCs, there is no possibility of a virus spreading.

(f) The responding email from the MFP is not the reply to the received email, but a newly sent email, only to the single host address that was registered at the setup of the MFP. This reply method prevents the data leakage by the spoofing.

(g) The host address (of the bizhub vCare server) and password cannot be changed remotely. Therefore connection to another host system can only be accomplished by physically resetting the bizhub vCare communication parameters through the technician mode of the MFP's control panel.

1.3.3 Additional note on email security:

(1) If the customer's environment has mail filtering software:

(a) It is possible to set a rule to delete the mail to the MFP if the sender of the mail is not from the registered host address. (For example, spam or illegal access from the other device.)

(b) It is also possible to set a rule to delete the mail from the MFP if the receiver's address is not the registered host address.

Appendix A Overwrite All Data Function

At the 'End of Life' or 'End of Lease' when the MFP is to be discarded the Overwrite All Data function overwrites and erases all data stored in all spaces of the HDD. This function also resets all passwords back to factory default settings, preventing any leakage of data.

The HDD Overwrite Methods include the choice of eight different modes, [Mode 1] through [Mode 8] each Mode corresponding with a specific Government Standard.

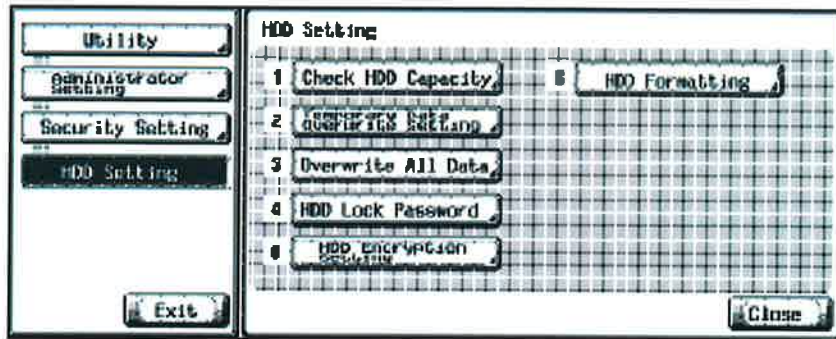
Overwrite All Data takes less than one hour in [Mode 1] at the minimum and approximately 9 hours in [Mode 8] at the maximum.

Mode	Description
Mode 1	Overwrites once with 0x00. Japan Electronic & Information Technology Association Russian Standard (GOST)
Mode 2	Overwrites with random numbers random numbers 0x00. Current National Security Agency (NSA)
Mode 3	Overwrites with 0x00 0xff random numbers verifies. National Computer Security Center (NCSC-TG-025) US Navy (NAVSO P-5239-26) Department of Defense (DoD 5220.22M)
Mode 4	Overwrites with random numbers 0x00 0xff. Army Regulations (AR380-19)
Mode 5	Overwrites with 0x00 0xff 0x00 0xff. Former NSA Standard
Mode 6	Overwrites with 0x00 0xff 0x00 0xff 0x00 0xff random numbers. NATO Standard
Mode 7	Overwrites with 0x00 0xff 0x00 0xff 0x00 0xff 0xaa. German Standard (VISTR)
Mode 8	Overwrites with 0x00 0xff 0x00 0xff 0x00 0xff 0xaa verifies. US Air Force (AFSSI5020)

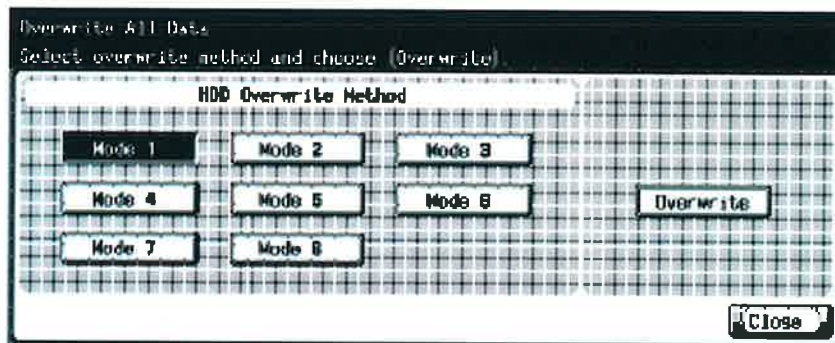
Setting the Overwrite All Data

<Setting can be made only from the control panel>

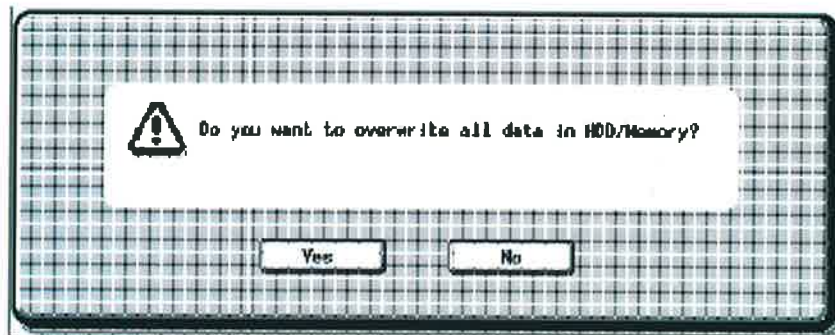
- 1 Enter the Administrator Mode on the MFP display, *Utility/Counter button > Administrator Settings > Input Admin Password > Security Setting > HDD Settings*
- 2 Touch [Overwrite All Data].



- 3 Select the desired mode and touch [Overwrite].



- 4 A message appears that prompts you to confirm whether you want to overwrite all data. Touch [Yes].



- 5 Make sure that a message appears prompting you to turn OFF and then ON the main power switch. Now, turn OFF and then turn ON the main power switch.

Attachment IV

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and _____

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
- b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
- c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
- d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. 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 Addendum, 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 Addendum. 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.
- B. 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.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. 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.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

PROFESSIONAL SERVICE AGREEMENT

for

MULTIFUNCTIONAL DEVICE MAINTENANCE SERVICES

between

COUNTY OF RIVERSIDE

and

XEROX CORPORATION



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This Agreement, made and entered into this 7th day of June, 2016, by and between XEROX CORPORATION, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Attachment I-Multifunctional Device Standards, Attachment II- Personal Property Loan Agreement and the terms of Attachment III, Contractor Service Agreement Forms, including Contractor's response to COUNTY's RFP PUARC-1423A, which are hereby attached to this Agreement by its reference. In the event of a conflict, the parties agree the order of precedence will be this Agreement, followed by Exhibit A and then Exhibit B.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through May 31, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$300,000 annually including all expenses. Unless otherwise agreed upon by the parties, the COUNTY is not responsible for any fees or costs incurred above or beyond

the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) for new undelivered orders will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY 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 be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net pricing of this contract will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within thirty (30) calendar days from the date of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For purposes of this Agreement, Equipment will be deemed accepted, upon installation of the equipment by the technician, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the County for the County's use. Title to the Products remains with Contractor. Risk of loss or damage to the Products passes to County upon delivery. County will insure the Equipment against loss or damage. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(CONTRACTOR must obtain COUNTY invoice address)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-60072-009-05/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not

allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing at least 31-days prior to the beginning of the fiscal year for which County's governing body does not appropriate funds for the upcoming fiscal year, notify Contractor that County's governing body failed to appropriate funds County will then be released from any further payments obligations beyond those payments due for the current fiscal year.; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement with Contractor's written consent. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination, Notwithstanding the foregoing, if County defaults under the Contract or any Lease Order, Xerox, in addition to its other remedies, including the cessation of Maintenance Services, may require the immediate payment as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid as allowed under California law; County will make the Equipment available for removal when requested to do so, and at the time of removal the Equipment will be in the same conditions as when delivered, reasonable wear and tear accepted.

5.2 COUNTY may, upon thirty (30) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure 30 days after receiving notice of the default. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon uncured dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, or reports, including electronic, created by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, or reports may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to,

duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best commercial efforts to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of

execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad

faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to

certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto, if applicable. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Purchasing
2980 Washington Street
Riverside CA, 92504

CONTRACTOR

XEROX CORPORATION
100 Clinton Avenue South
Rochester, NY 14644

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply. The County's payment obligation will be suspended with respect to any equipment that is rendered inoperable during a force majeure event if Xerox is prevented from providing maintenance services. The payment suspension will continue until the end of the force majeure event or until Xerox restores the equipment to operating condition. If payment is suspended, the term of the Contract will be extended for a period equal to the County's payment suspension.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State

Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services. Notwithstanding the foregoing, Contractor will not indemnify the County due to any negligent or willful act on the part of the County, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a Xerox officer, employee, or agent.

21.2 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 own choice 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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 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.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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 include the COUNTY as Additional Insured for claims caused by the negligent acts or omissions of Contractor. 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 include the COUNTY as Additional Insureds for claims caused by the negligent acts or omissions of Contractor.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a

retroactive date back to the date of, or prior to, the inception of this Agreement. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. 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 Aminus: 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 must declare its insurance self-insured retention for each coverage required herein. 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed Certificate(s) of Insurance and copies of blanket 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 during a legal discovery period. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall endeavor to provide 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 material reduction in coverage, this Agreement may terminate forthwith, unless the County of Riverside receives, following such effective date, another properly executed Certificate of Insurance and original copies of blanket endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect during a legal discovery period. CONTRACTOR shall not commence operations until the COUNTY has been furnished Certificate (s) of Insurance and 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 during a legal discovery period. An individual authorized by the insurance carrier shall sign the 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 retention's 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the

COUNTY reserves the right to reasonably adjust the types of insurance and the monetary limits of liability required under this Agreement, 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to

be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

XEROX CORPORATION

By: _____
John J. Benoit, Chairman
Board of Supervisors

By: David Farrell
Name: David Farrell
Title: Finance Director

Dated: _____

Dated: 5/25/16

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Neal Kipnis
Neal Kipnis,
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICE**

This Agreement is for the maintenance and support (including toner and staples) of all products identified in Exhibit B (PAYMENT PROVISIONS). In addition, this agreement includes training, installation, moving services, and disposal of products as part of maintenance and support (excludes consumables such as paper)

1.0 CONTRACTOR requirements:

A. AUTHORIZED DEALER:

CONTRACTOR must be authorized by the manufacturer to service all products awarded under this contract. CONTRACTOR shall maintain these supplier agreements in good standing for the term of the contract. CONTRACTOR must be in possession of agreements and maintain certificates and/or letters.

B. PRODUCT/SALES REPRESENTATION :

The CONTRACTOR will be required to maintain current product and price information at Riverside County Purchasing offices in the format requested by the purchasing Department. This may include special forms (supplied by the County) and/or PC based information and spread sheets. The CONTRACTOR will be required to provide product literature and have equipment available to demonstrate as required by the using departments.

C. COUNTY STANDARDS

CONTRACTOR's equipment must meet the minimum required options, features, volumes, and required up-time as indicated in the COUNTY standard sheet ATTACHMENT I. The COUNTY will obtain services from the awarded CONTRACTOR that is authorized by the manufacturer to perform maintenance and support on equipment. The COUNTY will utilize the awarded CONTRACTORS first based on manufacturer. The COUNTY may seek services outside of this agreement if CONTRACTOR is unable to provide services or not authorized by the manufacturer to provide services.

D. DISCOUNT PROTECTION:

CONTRACTORS shall pass on to the COUNTY any price declines received from manufacturers immediately.

E. OPTIMIZATION:

The COUNTY will request services from the CONTRACTOR(S) to provide maintenance agreement optimization. This shall include but not limited to quarterly usage reports, new rates, pooled plans, per click rates, and identify/determine lowest rate(s) applicable. After the initial maintenance agreement with the COUNTY department and/or Agency, the CONTRACTOR will routinely identify equipment that is not on the most optimized rates and work with the COUNTY to place the user on the most optimized maintenance plan.

F. LOAN AGREEMENT:

CONTRACTOR shall not deliver products or other items to the COUNTY as loaner equipment use prior to receipt of a "Personal Property Loan Agreement" (Attachment II). The products and/or other items shall be returned to the CONTRACTOR at the end of the Loan Agreement period.

G. PRE-SALES CONSULTING:

CONTRACTORS shall provide, on request, pre-sales on-site user consulting services that include, but are not limited to, user consultations, written configurations, price quotes, equipment demonstrations and reliable information regarding current and new technology within the manufacturer's product line and the industry.

H. MOVING SERVICES:

The CONTRACTOR shall provide moving services as part of their maintenance and support. Included in the annual maintenance shall be one moving request at no additional cost for up to four multifunctional devices in a single day under maintenance or recently removed from a maintenance plan. Moving services shall include onsite equipment pick up, disassemble of equipment, delivery to new location and reassemble of equipment. Equipment must be functional at new location after move unless otherwise agreed upon. The CONTRACTOR must include up to a 50 mile radius from original location to new location as part of their moving services made part of the maintenance and support agreement. The COUNTY may request then current pricing for moving services over 50 miles.

I. HARD DRIVE DISPOSAL

The CONTRACTOR shall provide labor, material, equipment, permits & licenses (as applicable) for the destruction of multifunctional devices hard drives or other related media made part of the equipment for a fee. The CONTRACTOR must meet or exceed the ANSI Standards for this service. The responsible department may designate a County employee to witness the process. The CONTRACTOR must provide the COUNTY with a certificate of destruction that will be required to be signed by both the CONTRACTOR and COUNTY. The original signed Certificate of Destruction will be maintained by the requesting department. The Certificate must include the following information:

- 1) Date of Destruction
- 2) Method of Destruction
- 3) Description of the disposed records (Provided by the department and attached)
- 4) Inclusive dated covered (Provided by the department and attached)
- 5) A statement of the records were destroyed in the normal course of business
- 6) Signatures of individuals supervising and witnessing the destruction

Hard drives or other related media must be pulverized to particle size no larger than 1 square inch. Please see Information Security Office Policy A58, <http://rivcocob.com/policy-a/POLICY-A58.pdf>. Other electronic media such as floppy disks, CD's, DVDs, flash memories, USB keys shall be physically destroyed: hammered, drilled, pieces snapped and pulverized.

The COUNTY reserves the right to remove the multifunctional devices hard drives or other related media made part of the equipment without notifying the CONTRACTOR and may utilized other outside CONTRACTORS of this agreement for this service.

J. TRAINING:

CONTRACTOR must provide "Key Operator" training and general operator training upon installation of each equipment, and as required by the using department at no additional charge to the County throughout the agreement.

K. INSTALLATION:

CONTRACTOR must conduct a pre-site survey to assist in the sitting and planning for all products if requested at no additional cost. CONTRACTOR must discuss electrical, IT and all other requirements for site preparation and provide a schematic drawing with dimensions and connections of the site for the COUNTY to use to prepare the site if requested. The COUNTY will arrange for delivery and installation after site modifications are completed. All work must be performed Monday through Friday (excepting County holidays) between the hours of 8:00 a.m. and 4:00 p.m. All products must be installed within 5 working days after delivery date and must be operational within 5 working days after installation date unless otherwise agreed to by COUNTY ordering department.

L. EQUIPMENT WARRANTIES:

CONTRACTOR shall warrant all products purchased, per the original manufacturer warranty provision as a minimum, as well as any subsequent models requested during the life of the contract, to be free from defects in material and workmanship for a minimum period of one year from the date of delivery. Equipment warranty service shall be provided on-site for one year warranty period. This provision has precedence over the manufacturers' standard warranty.

M. WARRANTY EXPIRATIONS AND EXTENSIONS:

The COUNTY department ordering the equipment shall be notified of warranty expiration on all purchased equipment in writing within 90 days of the date of expiration. The COUNTY department ordering equipment shall also be given a written estimate of the cost for extending any of the product warranties.

N. EQUIPMENT WARRANTY SUPPORT:

On-site service problem resolution or replacement of failed equipment shall be provided within 24 hours. Extended on-site warranty service must be provided at a stated rate. Shipping will be paid by the sender in all cases. Turn-around repair or replacement time for returned equipment shall be no more than 10 working days. CONTRACTOR shall honor all manufacturers' warranty service on-site, unless specifically noted as otherwise in the proposal. CONTRACTOR shall provide comparable loaner equipment, at no additional charge, if requested, when equipment cannot be repaired within 24 hours of technicians first on-site service attempt. The delivery time frame for the loaner equipment shall not exceed 48 hours from the technician's first on-site service attempt unless otherwise negotiated with the requesting department.

O. EQUIPMENT RECALLS:

When notified by the manufacturer of faulty equipment and/or recalled equipment, the CONTRACTOR shall, within 5 working days, notify all affected COUNTY departments and Purchasing and replace at CONTRACTOR's cost all such faulty equipment immediately and not wait for actual failure.

P. MANUFACTURER CONSISTENCY:

CONTRACTOR shall not change the model number and specifications of equipment from contract and current price list without notifying the Riverside County Departments and Agencies and obtaining written approval for such change from the Riverside County Purchasing Department. Failure to adhere to this requirement may be cause for contract termination, return of equipment to the reseller at no cost to the COUNTY, and a charge to the reseller for any additional costs incurred by the COUNTY to secure the correct equipment from a different source.

Q. MANUALS:

CONTRACTOR shall provide manuals and documentation for all equipment at time of delivery. Additional manuals may be requested by Departments/Agencies at no additional charge to the County.

R. MANAGEMENT REPORTS:

R.1. CONTRACTOR shall provide contract management reports to the all COUNTY departments for their equipment purchases on a quarterly basis and upon request by COUNTY or COUNTY department. These reports shall include:

- R-1.1. Number and dollar volume of sales by category
- R-1.2. Delivery Dates
- R-1.3. Order dates
- R-1.4. Model
- R-1.5. Serial number
- R-1.6. Beginning and ending meter readings
- R-1.7. County agency/department
- R-1.8. Location of product (address)
- R-1.9. Requesting person
- R-1.10. Repair records (e.g. average response time, length of down time, number of service calls)
- R-1.11. Types of failures

R.2. A current accounts payable/receivable report will list all invoice dates and payment due by COUNTY department. All reports must be accurate, complete and available in an electronic media. At least twice each year, CONTRACTOR will submit Customer Surveys requesting the departments to rate the CONTRACTOR's service, promptness, accuracy of delivery, and thoroughness of customer introduction to the new equipment (model, documentation, maintenance procedure, etc.). Results of these surveys are to be submitted to Riverside County Purchasing. Failure to provide Customer Surveys will be grounds for cancellation of contract.

R.3. The County of Riverside Purchasing department requires the quarterly reports of all equipment maintenance for the COUNTY (Departments and Agencies).

S. NEW TECHNOLOGY AND VENDOR SHOWS:

CONTRACTOR shall provide informational notifications on new technologies to the COUNTY at comparable discounts. CONTRACTOR shall make new technologies available to COUNTY Departments for at least thirty (30) days to review and evaluate, and at other times to introduce new technologies and/or products changes/enhancements. CONTRACTOR is expected to participate and to provide display of contract equipment, at COUNTY locations to assist the manufacturer with promotion of new equipment that may be of benefit to the COUNTY.

T. WARRANTY MAINTENANCE:

CONTRACTOR shall be capable of providing manufacturer's certified repair services for all equipment purchased for the standard and/or extended warranty period provided by manufacturer and/or CONTRACTOR. This service support will be required regardless of which CONTRACTOR originally sold the warranted equipment.

U. MAINTENANCE SERVICES:

U.1. CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased. The CONTRACTOR may be required to assume responsibility for maintenance of other equipment not sold by the CONTRACTOR if the equipment is the same brand offered by the CONTRACTOR. The County has the right to split the award or do what is most advantageous to the County.

U.2. All work performed under this contract shall be in full compliance with the contract requirements and all applicable federal, state, local, industry and regulatory requirements. CONTRACTOR must warranty each repair or completed service call for a period of 90 days. All routine maintenance shall be performed in accordance with manufacturer's recommendations. OEM parts must be used when the replacement of parts is needed on all products. If no OEM parts are available to the County, after market replacements parts may be accepted upon the approval of the County.

V. MAINTENANCE SERVICE COVERAGE:

CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased or under maintenance contract, to the entire County of Riverside. There are five districts that make up the County of Riverside. CONTRACTORS must meet performance standards as specified in Section W of this contract for all districts. Failure to meet these requirements may result in the termination of maintenance contract.

District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Corona, and Green River.

District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

W. MAINTENANCE PERFORMANCE STANDARDS:

Service performance standards have been established by the County and must be maintained. Failure to meet these requirements may result in the termination of maintenance contract.

The County requires full onsite maintenance. The following service standards must be met:

W-1. The CONTRACTOR must be able to provide maintenance service to all areas of the County. The County requires a one-point service contact location, which will be responsible for all service requirements.

W-2. The County has established maximum 4 business hour on site response time to service calls for all areas of the County. Normal business hours are considered 8:00 AM to 4:00 PM Monday through Friday, excluding County holidays and compressed workweek closed days. Xerox's response time objective is to return all service calls within one business hour, and to arrive on-site on average within 3.5 to 4 business hours. On-site service response time is measured based on the quarterly response average for the County's entire Xerox branded Equipment population. Response time is calculated based on contracted hours of coverage.

W-3 All equipment are to be operational within four (4) hours from the time the technician arrives. Any variance in excess of this time must be coordinated with the using department at the time of servicing inspection.

W-4 If the equipment is not repairable within 16 business hours (2 working days) from the original arrival of the service technician, a loaner of acceptable volume will be provided by the service company subject to availability at no additional cost upon request of the using department.

W-5. Certain critical operations may require 24-hour service maintenance availability. Maintenance Services must be made available to requesting Departments/Agencies. After-hours service requests will be available on a time and materials basis.

W-6. An estimate for repair for damage or loss caused by the negligence of the County or its employees, and not covered by the service agreement will be submitted in advance by the maintenance technician to the using department prior to any repair work being accomplished. Authorization for the repair work will be accomplished by issuance of a separate purchase order authorized and issued by the using department.

W-7. Preventive maintenance calls shall be the responsibility of technicians, and the County departments shall not be expected to place calls to request this service.

W-8. The CONTRACTOR must provide a service history report upon request on each product. The service history report will contain the following minimum information:

- a) Model, serial number and location
- b) Date, time and description of each service
- c) Meter reading at each service call
- d) Length of time the equipment was out of service
- e) Name/initials of the technician

W-9. A service report shall be made by the service technician upon each service visit. If parts are not readily available, the technician will note this on the report along with the date he will return to install the part(s). A copy of this report will be provided to the department contact prior to technicians' departure.

W-10. Each individual piece of equipment will maintain an average UP time of 90% during the five (5) year life of the equipment. This up time is exclusive of operator caused damage or error. Equipment that fall below this level of up time in any six-month period, and suitably sized for their placement, shall be replaced with a comparable model at no charge to the County. The County must approve of comparable model before replacement model is installed.

X. COMSUMABLES/SUPPLIES/PARTS (INCLUDES TONER, INK AND DRUMS)

CONTRACTOR is required to provide original equipment manufacturer (OEM) for all consumable supplies and/or parts. For any reason the CONTRACTOR is not able to provide OEM consumable supplies and/or parts, the CONTRACTOR must notify the COUNTY. Any alternatives must be approved by the COUNTY prior to use.

X-1 Consumable such as toner and/or ink shall be shipped directly to the COUNTY at no additional cost. The COUNTY will not provide storage for any consumable supplies and/or parts. It is the intent that networked devices monitored under maintenance or print managed services have the capability to managing consumable supply orders as needed. It will be at the discretion of the COUNTY department if automatic consumables (toner/ink) ordering will be approved for use.

Y. TECHNICIANS:

Technician's performance standards have been established by the County and must be maintained. Failure to meet these requirements may disqualify your bid or if awarded the contract, may result in the termination of maintenance contract.

Y-1. Technicians must be certified by manufacture in all equipment training and repair services. Failure to maintain certified Technicians will be grounds for cancellation of contract.

Y-2. Technicians must be able to perform a full range of servicing and repair service which include but not limited to diagnostics, troubleshooting, installation, removal, replacement of parts, provide training, and configuration.

Z. HELP DESK, TELEPHONE and ONLINE TECHNICAL SUPPORT:

Z-1. CONTRACTOR shall provide 7 am to 6 pm PST/PDT Monday through Friday telephone technical support, and online technical support through the Internet in the event of problems or questions concerning operation of manufacturer's equipment and software delivered and installed at the user site. Response to telephone calls shall be within one (1) working hour of all contracted services and products delivered. CONTRACTOR must provide an 800 number and sufficient phone lines to handle a minimum of six (6) concurrent COUNTY calls. If services are subcontracted, the subcontractor name and location of its offices must be provided in the bid .CONTRACTOR shall provide a help desk to support manufacturer's COUNTY installations. CONTRACTOR shall log all help desk calls and provide reports on a monthly basis to Purchasing Department and on request by other COUNTY departments. These reports shall include:

- Z-1.1 Date/time of call
- Z-1.2 Location of problem
- Z-1.3 Stated problem
- Z-1.4 Stated repair/solution
- Z-1.5 Response time of CONTRACTOR to the call
- Z-1.6 Repair time

Z.2 CONTRACTOR must establish a service level agreement based on the COUNTY's hardware experience. Failure to meet the terms of the service level agreement will be grounds for cancellation of contract.

AA. SECURITY

CONTRACTOR must provide security features or options for all equipment. Due to confidential files and reports, departments may request special security features to ensure the protection of the County.

BB. EXISTING MAINTENANCE CONTRACTS:

The COUNTY, at its option, may elect to change the maintenance contracts on existing County owned devices to the CONTRACTOR authorized to service within the awarded list of CONTRACTORS for this service. The COUNTY may seek services outside of the awarded CONTRACTORS for any reason.

CC. AUTHORIZED THIRD-PARTY MAINTENANCE:

CONTRACTOR or their agents must be authorized by the manufacturer to repair its products and honor the conditions during the warranty period. The CONTRACTOR must submit letters from the manufacturers proposed for use to the COUNTY showing the CONTRACTOR is authorized to repair those products. CONTRACTOR shall maintain these maintenance agreements in good standing for the term of the contract.

Exhibit B- Payment Provisions

BLKWHT MFD MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black and White prints for multifunction devices based on volume. A pooled or per click option is available based on the needs of the County. **Pooled Programs are available for Leases only on the B/W meter and can be customized for the departments. Pools are available in quantities of 10 or more devices but fewer than 10 devices are considered on an exception basis. The pool pricing quoted below are for devices in the same categories. Pools can be created across device categories which would result in a blended meter.**

CPM10 MONTH VOLUME 0-2,500	UNIT	FIXED COST
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .014
Unit Overage Cost	Per Click	.014
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.014
Monthly Base	Monthly	\$0
CPM20 MONTH VOLUME 2,500 to 5,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .014
Unit Overage Cost	Per Click	.014
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.014
Monthly Base	Monthly	\$0
CPM 25 MONTH VOLUME 5,000 TO 10,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .007
Unit Overage Cost	Per Click	.007
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.007
Monthly Base	Monthly	\$0
CPM 28 MONTH VOLUME 10,000 TO 20,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .007
Unit Overage Cost	Per Click	.007
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.007
Monthly Base	Monthly	\$0

CPM 35 MONTH VOLUME 20,000 TO 30,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0057
Unit Overage Cost	Per Click	.0057
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0057
Monthly Base	Monthly	\$0
CPM 45 MONTH VOLUME 30,000 TO 40,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0055
Unit Overage Cost	Per Click	.0055
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.005
Monthly Base	Monthly	\$0
CPM 50 MONTH VOLUME 45,000 TO 50,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .005
Unit Overage Cost	Per Click	.005
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.005
Monthly Base	Monthly	\$0
CPM 60 MONTH VOLUME 50,000 TO 60,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .005
Unit Overage Cost	Per Click	.005
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.005
Monthly Base	Monthly	\$0
CPM 72 MONTH VOLUME 60,000 TO 75,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .005
Unit Overage Cost	Per Click	.005
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.005
Monthly Base	Monthly	\$0

CPM 80 MONTH VOLUME 75,000 TO 100,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .006
Unit Overage Cost	Per Click	.006
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.006
Monthly Base	Monthly	\$0

BLKWHT AND COLOR MFD MAINTENANCE FEES:

The cost provided below is at a fixed cost for each Black & White and Color prints of multifunction devices based on volume. A pooled or per click option is available based on the needs of the County. **Pooled Programs are available for Leases only on the B/W meter and can be customized for the departments. Pools are available in quantities of 10 or more devices but fewer than 10 devices are considered on an exception basis. The pool pricing quoted below are for devices in the same categories. Pools can be created across device categories which would result in a blended meter.**

CPM10 MONTH VOLUME 0-2,500	UNIT	FIXED COST
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .008
Unit Overage Cost	Per Click	.008
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.065
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	.008
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.065
Monthly Base	Monthly	\$0
CPM20 MONTH VOLUME 2,500 to 5,000		
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .008
Unit Overage Cost	Per Click	.008
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.065

PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.008
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.065
Monthly Base	Monthly	\$0
CPM 25 MONTH VOLUME 5,000 TO 10,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0
CPM 28 MONTH VOLUME 10,000 TO 20,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0

PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0
CPM 35 MONTH VOLUME 20,000 TO 30,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0
CPM 45 MONTH VOLUME 30,000 TO 40,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0

CPM 50 MONTH VOLUME 45,000 TO 50,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0
CPM 60 MONTH VOLUME 50,000 TO 60,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.006
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0

CPM 80 MONTH VOLUME 75,000 TO 100,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.045
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.045
Monthly Base	Monthly	\$0

Attachment I

MULTIFUNCTIONAL DEVICE STANDARDS

The following standards are County wide and facilitated through the County of Riverside Information Technology Department. Please note the County continuously updates hardware and software standards as technology evolves and may revise its standards at any time which will be the sole responsibility of the CONTRACTOR to ensure they meet the current listing.

Listing below RCIT_StrategicPlan_FY1516_12-09-15

County of Riverside Technology Standards	
Desktop/Laptop Software	Standard
Operating System	Microsoft Windows 7
Web Browser	Microsoft Internet Explorer /Firefox
Word Processing	Microsoft Word 2013
Spreadsheet	Microsoft Excel 2013
Presentation	Microsoft PowerPoint 2013
Local Database	Microsoft Access 2013
Instant Messaging, Presence, Voice, Conferencing, Video	Microsoft Lync 2013/Cisco Jabber
Note Taking, Business Organization, Data Management	Microsoft OneNote 2013
Design and Implementation XML based Electronic Forms	Adobe Forms Central
Local Integrated Messaging and Communication Client	Office 365
Graphical Object Drawing Application	Microsoft Visio 2013
Project Management	Microsoft Project 2013
Desktop Virus/Spam Management	Microsoft Endpoint Protection
Document Editing	Adobe Acrobat Professional
Image/Photo Editing	Adobe Photoshop

County of Riverside Technology Standards	
Enterprise Services	Standard
Enterprise Operating System	Windows Server 2012
Enterprise Messaging on Premise or in the Cloud	Office 365
Online Virus /Spam Protection	Symantec
Enterprise Collaboration and Web Platform	Microsoft SharePoint Server 2013
Enterprise Systems Management	Microsoft Systems Center 2012
Enterprise Database Services	Microsoft SQL Server 2012, Oracle 12C (mission critical 24x7)
Web-based App Development Tool	MS Visual Studio Builder
Document Management	Laserfiche
Electronic Plan Review	Bluebeam Revu
Mobile Data Management	Microsoft EMS/Intune
Online Services	Standard
Identity Management	Microsoft Active Directory/Forefront Identify Manager (FIM)
Cloud based Desktop Applications	Office 365
Application Hosting	Microsoft Azure
Geographic Information	Standard
GIS Tools	ESRI ArcGIS
Open Data	Standard
Open Data Platform	Socrata
Hardware	Standard
Desktop/Laptop	HP/Dell
Rugged Laptop/Mobile Data Computer	Panasonic/Getac
Printer	HP/Ricoh(MFC)
Tablet	Microsoft Surface/Apple iPad
Server	HP/Dell

Attachment II



PERSONAL PROPERTY LOAN AGREEMENT

The undersigned does hereby lend to the County of Riverside all that personal property (herein referred to as "Equipment"), listed on Attachment "A", which is detailed below and/or attached hereto and incorporated herein by this reference as though fully set forth herein and here at.

The undersigned acknowledges and agrees that the County Department accepting said Equipment will exercise only reasonable care in the protection of the Equipment, it being specifically provided; however, that neither the County nor any of its officers, agents, servants or employees shall assume any liability or responsibility whatever for the equipment in the event of any loss or damage thereto as the result of any occurrence whatsoever, including negligent acts or omissions of the County, its officers, agents, servants and employees.

The undersigned further certifies that he or she is authorized to execute this document for and on the behalf of the person, firm or corporation designated immediately below the signature hereof, and agrees to and accepts all of the other terms and conditions hereof, and does further acknowledge and agree that no other terms or conditions whatsoever shall apply to the loan of Equipment hereunder without the prior written consent of the Riverside County Purchasing Agent.

Unless purchased or otherwise permanently acquired by the County, upon demand of the undersigned or the undersigned's firm, the Equipment shall be returned without cost, loss or liability of any kind, nature or sort whatever to the County, at the convenience of the County. The undersigned does hereby further acknowledge and agree that the acceptance and use of the Equipment creates no obligation whatsoever on the part of the County to acquire said Equipment or any other equipment whatever or at any time from the undersigned or the undersigned's firm except upon the express written agreement of the County, given and made in accordance with any and all applicable legal requirements.

Attachment II Cont.

Subject to the terms and conditions above, the items described in Attachment "A" may be loaned to the County.

BY: Purchasing Agent, Asst. Purchasing Agent, or Procurement Contract Specialist

Name	Title	Date
------	-------	------

ACCEPTED BY VENDOR:

Name	Title	Date
------	-------	------

For: _____

Company _____

Address

* Return signed original to Purchasing's Equipment Loan File.

Attachment II Cont.

PERSONAL PROPERTY LOAN AGREEMENT

Attachment A

Vendor shall describe in full all items to be loaned to the County of Riverside:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Attachment III**CONTRACTOR ADDITIONAL TERMS**

The following additional terms are hereby added to Xerox's Maintenance agreement. These Additional Terms are made part of and is governed by and subject to the Professional Service Agreement number RIVCO-60072-009-05/21 for Multifunction Devices Maintenance Services (the "Professional Service Agreement") made between Xerox and the County of Riverside.

- 1. Pricing, Delivery, Terms, Tax.** Xerox agrees that all expenses associated with the equipment's F.O.B. freight and shipment to the County's delivery dock, including inside delivery to the equipment installation location will be Xerox's responsibility. The County will be responsible for any rigging charges associated with non-standard deliveries. If rigging charges apply, a quote will be provided to the County prior to delivery of the equipment.
- 2. Professional or Personal Service Agreement. 3.2 Price.** Xerox will review the County's pricing at the end of each calendar year and compare it with similar contracts executed only within the State of California which are based on the same equipment quantities, same impression volumes, agreement term, and similar service/support requirements included in our proposal. Any price reduction resulting from this provision shall only apply to orders received after the effective date of the price reduction.
- 3. Professional or Personal Service Agreement. 3.4 Funding.** County represents and warrants that all payments due and to become due during County's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is County's intent to use the Products for the entire initial term and to make all payments required under the Agreement or an Order. If (a) through no action initiated by County, County's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (b) County has made a reasonable but unsuccessful effort to find an assignee within County's general organization who can continue the Agreement or an Order, the Agreement or the Order may be terminated. To effect this termination, County must, 30-days prior to the beginning of the fiscal year for which County's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that County's governing body failed to appropriate funds and that County has made the required effort to find an assignee. County's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. County agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. County will then be released from any further payments obligations beyond those payments due through the end of the funded fiscal year.
- 4. Professional or Personal Service Agreement. 5.1 Termination.** County may terminate the Contract at any time upon 30 days notice and payment of (1) all amounts then due, plus interest from the due date until paid as allowed under California law. County will make the Products available for removal and the Products must be returned in the same condition as when delivered, reasonable wear and tear excepted.
- 5. Professional or Personal Service Agreement. 5.4; 5.6 Termination for Cause; 8.1 Performance.** Xerox acknowledges the County's right to terminate the affected equipment due to Xerox's failure to provide the contracted Services, provided the County notifies Xerox in writing of the specific performance shortfall, and allows Xerox 30-calendar days to correct the performance failure to the contracted specification.
- 6. Professional or Personal Service Agreement. 6. Ownership/Use of Contract Materials and Products.** Xerox does not anticipate the development of any customized products or programming in connection with the services provided under the Contract. Any products or programming developed while providing services under the Contract shall remain the property of Xerox, unless the County specifically contracts with and compensates Xerox to develop a specifically identified product or program for the County's exclusive use. Xerox does agree, however, to grant the County a non-exclusive, non-transferable, perpetual right to use any program created by Xerox under the Contract strictly for the County's internal business use and not for resale and/or distribution to third parties. All content and data supplied by the County shall remain the County's exclusive property.
- 7. Professional or Personal Service Agreement, Section 10. Subcontract for Work and Services; 23.1.** Please note that Xerox reserves the right to assign this Agreement to a parent, subsidiary, or affiliate of Xerox for the purpose of securitizing, monetization, or factoring the transaction. Xerox will continue to be responsible for the provision of all Maintenance Services and all other contractual obligations. All County payments will be made to Xerox. Xerox's assignment of the Maintenance Services for the Xerox branded-equipment will require the County's prior written consent.
- 8. Professional or Personal Service Agreement, Section 16.3 HIPAA.** Please note this provision does not apply to this agreement.

9. Professional or Personal Service Agreement, Section 21 Hold Harmless.

Xerox shall indemnify and hold the County, its officers, agents and employees harmless from and against all third party claims, damages, losses or causes of action for personal injury (including death) or damage to tangible property to the extent such injury or damage was found by a court or administrative agency of competent jurisdiction to have been proximately caused by Xerox's performance pursuant to the Agreement. The foregoing indemnity is contingent upon the County giving Xerox written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder and permits Xerox to control the defense against any claim or action at Xerox' own expense. The notice shall be sent to "Corporate Risk, Xerox Corporation, 45 Glover Ave, P.O. Box 4505, Stamford, Connecticut, 06904". The County agrees that Xerox may employ attorneys of its own choice to appear and defend the claim or action and that the County shall do nothing to compromise the defense of the claim or action or any settlement thereof and will provide Xerox with all reasonable assistance that Xerox may require.

Except for personal injury, property damage, indemnified matters included in the Agreement, and to the extent permitted by applicable law, all other liability of Xerox to the County for damages of any kind or type, including but not limited to direct, indirect, consequential, incidental, or special damages, arising from Xerox' performance or failure to perform under the Contract or by virtue of Xerox' tortious conduct (including negligence whether passive or active) shall be limited the amounts paid by the County under the Contract. However, the foregoing limitation of liability does not apply to claims by the County for damage to real or tangible property caused by Xerox's negligence."

To avoid an infringement Xerox may, at its option and at no charge to the County, obtain a license to use, modify, or substitute an equivalent item for the infringing equipment or software.

10. Professional or Personal Service Agreement, 21.4 Insurance; 22 Insurance. Xerox agrees to name the County as an additional insured under the comprehensive general liability and automobile liability insurance policies only for claims arising out of the willful or negligent acts, or omissions of Xerox in the performance of the services under the contract. Xerox may require additional revisions to this provision upon award based on the insurance industry standards.

11. Professional or Personal Service Agreement, 23.3 Payment. Prior to withholding any payments, Xerox requests written notice describing the issue and a minimum of 30 days to address the issue before the County exercises its rights under this provision. Pending resolution, the County is expected to pay all undisputed amounts, including the Monthly Minimum Charge.

12. General Conditions, Equipment. 8. Delivery Delays; General Conditions, Materials and/or Services. 11. Xerox equipment deliveries can normally be expected within ten business days following the receipt of the County's equipment or purchase order, except during times of product constraint. Xerox will inform the County if a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the County can cancel the order without penalty to either party.

13. General Conditions, Equipment, 11. Demonstration. Xerox can support the County's inspection and acceptance requirement by initially installing the equipment under a Trial arrangement. Otherwise the equipment will be deemed accepted on the equipment's installation date, which is the date Xerox determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the County's use. The Installation Date for equipment and software designated as "County Installable" will be the equipment delivery date. Any equipment that does not perform to its published specification will be repaired or replaced by Xerox at its expense, provided the equipment is covered by a Xerox warranty or maintenance plan. Any equipment that needs to be replaced will be replaced with an identical model, or at Xerox's option a unit with similar capabilities and comparable usage.

Additional Terms General Terms

14. Products. "Products" means Xerox-brand equipment ("Equipment"), Software, Consumable Supplies and Maintenance Services ordered under the Contract. County represents that the Products: (i) will be used in County's business in the United States, its territories and possessions ("U.S.").

15. Total Satisfaction Guarantee. If County is not totally satisfied with any Equipment delivered under the Contract, Xerox will, at County's request, replace it without charge with identical Equipment or, at Xerox's option, with Xerox-branded equipment with comparable features and capabilities. This Equipment Guarantee applies only to Equipment that has been continuously maintained by Xerox under a Xerox Maintenance Agreement. The Equipment Guarantee is effective for 3 years after the Installation Date for purchased Equipment. The Equipment Guarantee is effective during the initial equipment lease, installation term.

16. Maintenance Services. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services are provided as a mandatory part of a Lease or Maintenance Order. The service technicians assigned to provide Basic Services will have the expertise, skills, training, and professional education to perform the Basic Services in a professional manner

- a. **Basic Maintenance Services.** Maintenance Services will be provided during Xerox's standard working hours, 8 A.M. to 5 P.M., Monday through Friday, in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (a) misuse, neglect, or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories or products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; or (e) failure to perform operator maintenance procedures identified in operator manuals.
- b. **Replacement Parts.** Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property.
- c. **County Training and Analyst Services.** Initial County Training and Analyst Support Services are included in the maintenance pricing. Additional training and analyst services are subject to the hourly rates prices, and terms and conditions in the applicable then-current Training and Analyst Services price list.
- d. **Cartridges.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as County-replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), County agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
- e. **Consumable Supplies.** If "Consumable Supplies" are included in the Maintenance Plan, Maintenance Services will include black toner and/or solid ink and color toner, staples, and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Consumable Supplies are Xerox's property until used by County, and County will use Consumable Supplies only with the Equipment for which "Consumable Supplies" is included in the Maintenance Plan. If recycling information is furnished with Consumables Supplies, County agrees to return the used item, at Xerox's expense, for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon the Contract's expiration, County will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If County's use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify County of such excess usage. If such excess usage does not cease within 31-days after such notice, Xerox may charge County for such excess usage. For the avoidance of doubt, Xerox's yields are based on prints, impressions, linear fleet, or copies containing the normal mix of test and graphics to determine the expected yield of Consumable Supplies under normal operating conditions. Upon request, County will provide current meter reads and/or an inventory of Consumable Supplies in its possession. Xerox may charge a shipping and handling fee for consumable supplies.
- f. **Meter Reads.** County will provide meter reads using the method and frequency identified by Xerox. If County does not provide a meter reading, Xerox may reasonably estimate the reading and bill County accordingly. If meter readings have been estimated, Xerox after receiving the actual meter readings for the equipment shall make an appropriate adjustment on the subsequent invoice.
- g. **Replacement.** Xerox will, as County's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another Xerox-branded model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the Equipment's Agreement Term.

17. Remote Services. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter reads, supply levels, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view, or download any County data, documents, or other information

residing on or passing through the Equipment or County's information management systems. If requested in writing Xerox will turn off and disable the Remote Services capability.

18. Data Security. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability, and use of data security features are solely County's responsibility. Upon request, Xerox will provide additional information to County regarding the security features available for particular Equipment models.

19. Warranty Disclaimer & Waivers. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

20. Intellectual Property Indemnity. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. County will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to County's specifications, or being used or sold with products not provided by Xerox.

21. Limitation of Liability. Except for personal injury (including death), property damage, or intellectual property indemnity indemnification obligations set forth in the Contract, Xerox will not be liable to County for any direct damages relating to the Contract or any Order written hereunder in excess of the sum of the amounts paid and to be paid during the initial Term of the applicable Order. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the Contract or any Order written hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

Maintenance Terms for County Owned Equipment

22. Maintenance Availability. County can place additional Equipment orders at the quoted contract price for 12 months following the Agreement effective date.

23. Individual Agreement Term. An Individual Maintenance Agreement will commence at the end of any warranty period and expire on the last day of the 12th, 24th, 60th, 48th or 60th full calendar month thereafter, as applicable.

24. Payment. Each Minimum Periodic Base Charge includes a Periodic Minimum Number of Prints ("Minimum Prints"). The Minimum Periodic Base Charge, along with any additional Print Charges for prints made in excess of the Minimum Prints and all applicable Taxes, cover County's cost for the Equipment's maintenance, provided as Maintenance Services in an Individual Maintenance Order written hereunder. The Minimum Periodic Base Charge will be billed in the month due and additional Print Charges are billed in arrears.

25. Fixed Pricing. The Minimum Payment and Print/Supply Charges will not increase during the initial 12 months of an Individual Maintenance Order, or during any subsequent renewal term.

26. Renewal. Xerox will notify County at least 30-days prior to the expiration of the then-current term of each Individual Maintenance Order and, unless a cancellation notice is received from County, or provided to County by Xerox, prior to the expiration of the then-current Maintenance Order term, the Individual Maintenance Order will automatically renew for a term of the same number of months as the initial Term.

27. County Default & Xerox Remedies. If County defaults under the Contract or an Individual Maintenance Order, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate as allowed under California law; of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); and (b) the lesser of (i) the remaining Minimum Periodic Base Charge in such Individual Maintenance Agreement's term or six (6) such payments for one year agreements or twelve (12) such payments for multi-year agreements; and, (c) all applicable Taxes.

Software

28. Software License. Xerox grants County a non-exclusive, non-transferable license to use (a) the software and accompanying documentation provided with the Xerox-brand Equipment ("Base Software") in the U.S.: only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in an Order as "Application Software" only on any single unit of equipment for as long as County is current in the payment of all fees. applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software".

- a. County has no other rights and may not: (a) copy, distribute, modify, create derivatives of, decompile, or reverse engineer Software; (b) activate Software delivered with the Equipment in an inactivated state; or (c) allow others to engage in same.

- b. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors, who will be considered third-party beneficiaries of this subsection.
- c. The Base Software license will terminate (a) upon the expiration of any individual Agreement under which County has rented or leased the Equipment, unless County has exercised an option to purchase the Equipment or if (b) if County is a lessor of the Equipment and its first lessee no longer uses or possesses the Equipment; or (c) if County no longer uses or possesses the Equipment.
- d. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
- e. Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) you are notified of a default under this Agreement; or (iii) your license is terminated or expires
- f. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

29. Software Support. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable Order and any renewal period but in no event longer than 5 years after Xerox stops taking County orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as County is current in the payment of all applicable fees.

- a. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions.
- b. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of six (6) months after the current Release is made available to County. Xerox will not be required to provide Software Support if County has modified the Software.
- c. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of the Contract, unless otherwise noted. Implementation of a Release may require County to procure, at County's expense, additional hardware, and/or software from Xerox or another entity. Upon installation of a Release, County will return or destroy all prior Releases. Xerox may annually increase the Annual Renewal and Support-Only Fees for Application Software. This adjustment will take place at the commencement of each government County's annual contract cycle.

30. Diagnostic Software. Software used to maintain the Equipment and/or diagnose its failure or substandard performance (collectively "Diagnostic Software") is embedded in, resides in, or may be loaded on the Equipment. Title to Diagnostic Software will remain with Xerox or its licensors. County agrees that County's acquisition of the Equipment does not grant County a license or right to use Diagnostic Software for any purpose, or allow third parties to do so. County agrees at all times to allow Xerox reasonable access to the Equipment to access, monitor, and otherwise takes steps to prevent unauthorized use or reproduction of Diagnostic Software, provided that such access to County's facility will be during normal business hours.

PROFESSIONAL SERVICE AGREEMENT

for

MULTIFUNCTIONAL DEVICES, MAINTENANCE SERVICES,

AND PRINT MANAGEMENT SERVICES

between

COUNTY OF RIVERSIDE

and

HP INC.



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This Agreement, made and entered into this 7th day of June, 2016, by and between HP INC. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Attachment I-Multifunctional Device Standards and Attachment II-Contractor Service Agreement Forms.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with commercially reasonable practices and standards.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through May 31, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$1,250,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). The COUNTY requires written proof satisfactory to COUNTY 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 be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within thirty (30) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(CONTRACTOR must obtain COUNTY invoice address)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to addresses of ordering department/division; Agreement number (RIVCO-60072-017-05/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and provide CONTRACTOR with evidence of such non-appropriation; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination. In the event of termination by COUNTY without cause, CONTRACTOR may assess COUNTY the number of impressions estimated to be remaining for the term of this Agreement based on the most recent historical impression counts found on all applicable COUNTY Departments/Agencies invoices ("Termination Fee").

5.2 COUNTY may, upon thirty (30) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure within thirty (30) days of receiving written notice from COUNTY. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination may include any applicable Termination Fees in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.7 CONTRACTOR shall have the right to terminate this Agreement with sixty (60) day written notice if the COUNTY becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, or if the acts of the COUNTY or an act of Force Majeure prevents CONTRACTOR from providing the services under this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties (except for CONTRACTOR's competitors). CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the terms of section 5 (Termination) shall apply.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or

direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined otherwise by a court of competent jurisdiction. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral nationally recognized third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.. COUNTY will mark its Confidential Information, identify accordingly in electronic communications, or provide a list of Confidential Information that cannot be marked (such as software).

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a

16.3 Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 5 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Purchasing
2980 Washington Street
Riverside CA, 92504

CONTRACTOR

HP Inc.
11311 Chinden Blvd., MS-305
Boise, ID 83714

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall defend and settle, and indemnify and hold harmless 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 (individually and collectively hereinafter referred to as Indemnitees) from any third party claims against Indemnitees to the extent caused by the negligence or willful misconduct of CONTRACTOR, its officers, employees, subcontractors, agents or representatives, for tangible property damage, bodily injury, death, or failure of CONTRACTOR to comply with laws applicable to CONTRACTOR's business; provided that Indemnitees promptly notify CONTRACTOR of such claims, cooperate with CONTRACTOR in the defense of the claims, and grant CONTRACTOR sole defense of such claims. In connection with such claims CONTRACTOR shall defend the Indemnitees at its sole expense and pay all investigation and defense costs, settlement amounts, and court awarded damages (including e attorneys' fees, and court costs), as well

as third party costs incurred by Indemnitees at the request of CONTRACTOR in connection with the defense of the claim.

21.2 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 own choice 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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 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.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside a properly executed original Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein.

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 retention's 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; 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 and the monetary limits of liability required under this Agreement, 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

HP INC.

By: _____
John J. Benoit, Chairman
Board of Supervisors

By: 
Name: KELLY LARSEN
Title: DIRECTOR OF SALES

Dated: _____

Dated: 5/25/2016

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

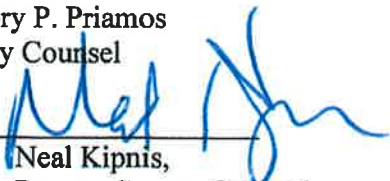
By: 
Neal Kipnis,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

This Agreement is for the maintenance and support (including toner and staples) of all products identified in Exhibit B (PAYMENT PROVISIONS). In addition, this agreement includes training, installation, moving services, and disposal of products as part of maintenance & support and/or print management services (excludes consumables such as paper).

1.0 CONTRACTOR requirements:

A. AUTHORIZED DEALER:

CONTRACTOR must be authorized by the manufacturer to service all products awarded under this contract. CONTRACTOR shall maintain these supplier agreements in good standing for the term of the contract. CONTRACTOR must be in possession of agreements and maintain certificates and/or letters.

B. PRODUCT/SALES REPRESENTATION :

The CONTRACTOR will be required to maintain current product and price information at Riverside County Purchasing offices in the format requested by the purchasing Department. This may include special forms (supplied by the County) and/or PC based information and spread sheets. The CONTRACTOR will be required to provide product literature and have equipment available to demonstrate as required by the using departments.

C. COUNTY STANDARDS

The COUNTY will obtain services from the awarded CONTRACTOR that is authorized by the manufacturer to perform maintenance and support on equipment. The COUNTY will utilize the awarded CONTRACTORS first based on manufacturer. The COUNTY may seek services outside of this agreement if CONTRACTOR is unable to provide services or not authorized by the manufacturer to provide services.

D. OPTIMIZATION:

The COUNTY will request services from the CONTRACTOR(S) to provide maintenance agreement optimization. This shall include but not limited to, usage reports, new rates, per click rates, and identify/determine lowest rate(s) applicable. After the initial maintenance agreement with the COUNTY department and/or Agency, the CONTRACTOR will routinely identify equipment that is not on the most optimized rates and work with the COUNTY to place the user on the most optimized maintenance plan.

E. PRE-SALES CONSULTING:

CONTRACTORS shall provide, on request, pre-sales on-site user consulting services that include, but are not limited to, user consultations, written configurations, price quotes, equipment demonstrations and reliable information regarding current and new technology within the manufacturer's product line and the industry.

F. HARD DRIVE DISPOSAL

The CONTRACTOR shall provide labor, material, equipment, permits & licenses (as applicable) for the destruction of multifunctional devices hard drives or other related media made part of the equipment. The CONTRACTOR must meet or exceed the ANSI Standards for this service. The responsible department may designate a County employee to witness the process. The CONTRACTOR must provide the COUNTY with a certificate of destruction that will be required to be signed by both the CONTRACTOR and COUNTY. The original signed Certificate of Destruction will be maintained by the requesting department. The Certificate must include the following information:

- F-1 Date of Destruction
- F-2 Method of Destruction
- F-3 Description of the disposed records (Provided by the department and attached)
- F-4 Inclusive dated covered (Provided by the department and attached)
- F-5 A statement of the records were destroyed in the normal course of business
- F-6 Signatures of individuals supervising and witnessing the destruction

Hard drives or other related media must be pulverized to particle size no larger than 1 square inch. Please see Information Security Office Policy A58, <http://rivcocob.com/policy-a/POLICY-A58.pdf>. Other electronic media such as floppy disks, CD's, DVDs, flash memories, USB keys shall be physically destroyed: hammered, drilled, pieces snapped and pulverized.

CONTRACTOR will provide these services at the additional cost of \$125.00 per hard drive.

The COUNTY reserves the right to remove the multifunctional devices hard drives or other related media made part of the equipment without notifying the CONTRACTOR and may utilized other outside CONTRACTORS of this agreement for this service.

G. TRAINING:

CONTRACTOR may provide "Key Operator" training and general operator training upon request for equipment as required by the using department at no additional charge to the County throughout the agreement.

H. MANAGEMENT REPORTS:

H.1. CONTRACTOR shall provide contract management reports to all COUNTY departments for their equipment purchases on a quarterly basis and upon request by COUNTY or COUNTY department. These reports shall include:

- H-1.1 Model
- H-1.2 Serial number
- H-1.3 Beginning and ending meter readings
- H-1.4 County agency/department
- H-1.5 Location of product (address)
- H-1.6 Requesting person
- H-1.7 Repair records (e.g. average response time, length of down time, number of service calls)
- H-1.8 Types of failures

H.2. A current accounts payable/receivable report will list all invoice dates and payment due by COUNTY department. All reports must be accurate, complete and available in an electronic media. CONTRACTOR may submit Customer Surveys requesting the departments/agencies enrolled in a managed print services program in CONTRACTOR's standard Customer Surveys. Results of these surveys are to be submitted to Riverside County Purchasing. Failure to provide Customer Surveys will be grounds for cancellation of contract.

H.3. The County of Riverside Purchasing department may request quarterly reports of all equipment maintenance for the COUNTY (Departments and Agencies).

I. WARRANTY MAINTENANCE:

CONTRACTOR shall be capable of providing manufacturer's certified repair services for all equipment purchased for the standard and/or extended warranty period provided by manufacturer and/or CONTRACTOR. This service support will be required regardless of which CONTRACTOR originally sold the warranted equipment.

J. MAINTENANCE SERVICES:

J.1. CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased and approved as supportable by CONTRACTOR. The CONTRACTOR may provide maintenance of other equipment not sold by the CONTRACTOR if the equipment is supportable by the CONTRACTOR. The County has the right to split the award or do what is most advantageous to the County.

J.2. All work performed under this contract shall be in full compliance with the contract requirements and all applicable federal, state, local, industry and regulatory requirements. CONTRACTOR must warranty each repair or completed service call for a period of 90 days. All routine maintenance shall be performed in accordance with manufacturer's recommendations. OEM parts must be used when the replacement of parts is needed on all products. If no OEM parts are available to the County, after market replacements parts may be accepted upon the approval of the County.

J.3. CONTRACTOR must provide preventative maintenance as suggested by manufacturer on a regularly scheduled basis for all devices covered under this agreement.

K. MAINTENANCE SERVICE COVERAGE:

CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased or under maintenance contract, to the entire County of Riverside. There are five districts that make up the County of Riverside. CONTRACTORS must meet performance standards as specified in Section L of this contract for all districts. Failure to meet these requirements may result in the termination of maintenance contract.

District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Corona, and Green River.

District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

L. MAINTENANCE PERFORMANCE STANDARDS:

Service performance standards have been established by the County and must be maintained. Failure to meet these requirements may result in the termination of maintenance contract.

The County requires full onsite maintenance. The following service standards must be met:

- L-1. The CONTRACTOR must be able to provide maintenance service to all areas of the County. The County requires a one-point service contact location, which will be responsible for all service requirements.
- L-2. CONTRACTOR shall determine service response times on a location by location basis. CONTRACTOR offers four (4) response times depending on the address of each location:
 - HP Premium – Priority 2-hour response time with toner installation services (additional fee applies for this service and is only available in limited markets).
 - HP Priority – Priority 4-hour response time with toner drop ship.
 - HP Advantage – Next Business Day response time with toner drop ship.
 - HP Extended Reach – Depending on the specific location, may be greater than a Next Business Day response time with toner drop ship.

Normal business hours are considered 8:00 AM to 5:00 PM local time, Monday through Friday, excluding County holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) and compressed workweek closed days.

- L-3. CONTRACTOR offers 24-hour service maintenance in some limited areas. Availability of this service depends on each individual location and can be determined at the time each Department/Agency of the COUNTY enrolls in the Maintenance Services program.
- L-4. An estimate for repair for damage or loss caused by the negligence of the County or its employees, and not covered by the service agreement will be submitted in advance by the maintenance technician to the using department prior to any repair work being accomplished. Authorization for the repair work will be accomplished by issuance of a separate purchase order authorized and issued by the using department.
- L-5. Preventive maintenance calls shall be the responsibility of technicians, and the County departments shall not be expected to place calls to request this service.
- L-6. The CONTRACTOR will provide service history reports as requested.
 - a) Model, serial number and location
 - b) Date, time and description of each service
 - c) Meter reading at each service call
 - d) Length of time the equipment was out of service
 - e) Name/initials of the technician or name of organization providing the service
- L-7. A service report shall be made by the service technician upon each service visit. If parts are not readily available, the technician will note this on the report along with the date he will return to install the part(s). A copy of this report can be provided to COUNTY by request at 1-800-745-2025.
- L-8. CONTRACTOR will maintain an average UP time of 90% on COUNTY's entire fleet of equipment supported by a Managed Print Services agreement during the term of the agreement, measured on a quarterly rolling basis. This up time is exclusive of operator caused damage or error.

M. PRINT MANAGED SERVICES

CONTRACTOR shall provide maintenance services as defined in section L of this agreement and additional requirements as defined in this section.

M-1. CONTRACTOR shall provide at no additional cost all OEM consumable supplies, onsite service, parts and labor for entire fleet that is supported by a print managed service agreement.

M-2. CONTRACTOR shall include at no additional cost Network software that will enable device level monitoring for supply and service provisioning as well as asset tracking.

M-3. COUNTY will have the ability to obtain automatic meter reads for all networked devices.

M-4. CONTRACTOR shall consult quarterly with the COUNTY on a required automatic quarterly fleet reporting. The format of the report shall be electronic.

M-5. All consumable supplies shipped directly to the COUNTY end user at no additional charge (elimination of onsite supply storage).

M-6. COUNTY must ensure that devices are connected to the COUNTY network for purposes of monitoring. The COUNTY may identify devices that are not connected to a network but require services under this agreement.

M-7. All devices under print managed services shall include replenishment of consumables in a timely matter to avoid any downtime that the device is non-operational. CONTRACTOR may utilize a replenishment system. When utilizing Automatic Toner Replenishment (ATR), a data collection agent application reports data and alerts CONTRACTOR when supplies are needed. An order for supplies is initiated and fulfilled, and the COUNTY receives a replacement set of supplies. The client exchanges cartridges and returns the empties for recycling. Specific criteria must be met before this service approach can be considered. Supplies outages may occur with the use of ATR.

N. COMSUMABLES/SUPPLIES/PARTS (INCLUDES TONER, INK AND DRUMS)

CONTRACTOR is required to provide original equipment manufacturer (OEM) for all consumable supplies and/or parts. For any reason the CONTRACTOR is not able to provide OEM consumable supplies and/or parts, the CONTRACTOR must notify the COUNTY. Any alternatives must be approved by the COUNTY prior to use.

N-1 Consumable such as toner and/or ink shall be shipped directly to the COUNTY at no additional cost. The COUNTY will not provide storage for any consumable supplies and/or parts. It is the intent that networked devices monitored under maintenance or print managed services have the capability to managing consumable supply orders as needed. It will be at the discretion of the COUNTY department if automatic consumables (toner/ink) ordering will be approved for use.

O. TECHNICIANS:

Technician's performance standards have been established by the County and must be maintained. Failure to meet these requirements may disqualify your bid or if awarded the contract, may result in the termination of maintenance contract.

O-1. Technicians are certified by manufacturers to service HP, Kyocera, and Toshiba equipment repair services. Failure to maintain certified Technicians will be grounds for cancellation of contract. However, HP is able to perform services on a variety of devices for other manufacturers (e.g. Brother, Dell, Lexmark, and Xerox), though HP technicians are not certified by the other manufacturers.

O-2. Technicians must be able to perform a full range of servicing and repair service which include but not limited to diagnostics, troubleshooting, installation, removal, replacement of parts, provide training, and configuration.

P. HELP DESK, TELEPHONE and ONLINE TECHNICAL SUPPORT:

P.1 CONTRACTOR shall provide 7 am to 5 pm PST/PDT Monday through Friday telephone technical support, and online technical support through the Internet in the event of problems or questions concerning operation of equipment under a maintenance contract with CONTRACTOR. Response to telephone calls shall be within one (1) working hour of all contracted services and products delivered. CONTRACTOR must provide an 800 number and sufficient phone lines to handle a minimum of six (6) concurrent COUNTY calls. If services are subcontracted, the subcontractor name and location of its offices must be provided in the bid. CONTRACTOR shall provide a help desk to support manufacturer's COUNTY installations. CONTRACTOR shall log all help desk calls and provide reports on a quarterly basis to Purchasing Department and on request by other COUNTY departments. These reports shall include:

P-1.1 Date/time of call

P-1.2 Location of problem

P-1.3 Stated problem

P-1.4 Stated repair/solution

P-1.5 Response time of CONTRACTOR to the call

P-1.6 Repair time

This section applies only to service requests that require a technician to be dispatched.

P.2 CONTRACTOR must establish a service level agreement based on the COUNTY's hardware environment. Failure to meet the terms of the service level agreement will be grounds for cancellation of contract, if CONTRACTOR fails to cure according to the terms of the Agreement.

Q. SECURITY

CONTRACTOR must provide security features or options for all equipment. Due to confidential files and reports, departments may request special security features to ensure the protection of the COUNTY.

R. EXISTING MAINTENANCE CONTRACTS:

The COUNTY, at its option, may elect to change the maintenance contracts on existing COUNTY owned devices to the CONTRACTOR authorized to service within the awarded list of CONTRACTORS for this service. The COUNTY may seek services outside of the awarded CONTRACTORS for any reason.

S. AUTHORIZED THIRD-PARTY MAINTENANCE:

CONTRACTOR or their agents must be authorized by the manufacturers to repair its products and honor the conditions during the warranty period, which applies to HP, Kyocera, and Toshiba equipment only. The CONTRACTOR must submit letters from the manufacturers proposed for use to the COUNTY showing the CONTRACTOR is authorized to repair those products. CONTRACTOR shall maintain these maintenance agreements in good standing for the term of the contract.

Exhibit B – Payment Provisions

1.0 Pricing Must Include When Applicable:

1. All parts and onsite maintenance provided by factory trained technicians
2. Service response time based on location (2-hour, 4-hour, Next Business Day, or greater than Next Business Day)
3. All consumable supplies (i.e. toner, fuser, drums, waste containers), excluding paper
4. All shipping of consumable supplies
5. Entire lease length warranty
6. All copies/prints must be billed at the same rate regardless of page size and area coverage 11”x17” will be charged as two copies/prints)
7. No charge for scanning, emailing, or sending faxes
8. No monthly volume allowances
9. Customer replaceable units for optimal uptime and reliability (toners, fusers, etc., must be easy and fast to replace) without technician assistance.

2.0 EQUIPMENT PURCHASES

All equipment purchases will be approved for purchasing through an authorized reseller by the CONTRACTOR. The COUNTY may utilize existing hardware contracts for purchases of equipment and services not sold through CONTRACTOR direct.

3.0 CONTRACTOR SERVICES THROUGH RESELLERS

All services will be direct through the CONTRACTOR unless otherwise agreed upon by the COUNTY from authorized service providers approved by the CONTRACTOR. The COUNTY may utilize existing contracts for purchases of equipment and services not sold through CONTRACTOR direct.

4.0 CONTRACTOR SERVICES DIRECT –CONTRACTOR SERVICE AGREEMENT FORM

Services offered direct from the CONTRACTOR will be required to complete the Contractor Service Agreement Forms prior to obtaining services. Each Contractor Services Agreement will be formatted to the requestor with a term of either 36, 48, or 60 months. Terms from “Attachment II-Contractor Service Agreement Forms” shall apply unless otherwise agreed upon by the COUNTY. The provisions of the Master Agreement shall prevail over any provisions in the Contractor Service Agreement form that conflict or appear inconsistent with any provision in this Agreement.

PRINT MANAGED SERVICES ONLY PRICING

(remainder of page intentionally left blank)

HP pMPS Cost-Per-Page Pricing - Riverside County

HP Part Number	HP Model	Short Name	Device Type	Family	B/W Cost Per Page Service	Color Cost Per Page Service
CC490A	HP Color LaserJet CP4025dn Printer	CP4025dn	Single Function	LaserJet	\$ 0.0256	\$ 0.0767
CC489A	HP Color LaserJet CP4025n Printer	CP4025n	Single Function	LaserJet	\$ 0.0256	\$ 0.0767
CE712A	HP Color LaserJet Pro CP5225dn Printer	CP5225dn	Single Function	LaserJet	\$ 0.0223	\$ 0.0916
CE711A	HP Color LaserJet Pro CP5225n Printer	CP5225n	Single Function	LaserJet	\$ 0.0223	\$ 0.0916
CZ181A	HP LaserJet Pro MFP M127fn	M127fn	MultiFunction	LaserJet	\$ 0.0386	
CZ183A	HP LaserJet Pro MFP M127fw	M127fw	MultiFunction	LaserJet	\$ 0.0386	
CF547A	HP Color LaserJet Pro MFP M176n	M176n	MultiFunction	LaserJet	\$ 0.0548	\$ 0.1978
CZ165A	HP Color LaserJet Pro MFP M177fw	M177fw	MultiFunction	LaserJet	\$ 0.0548	\$ 0.1978
CF456A	HP LaserJet Pro M201dw	M201dw	Single Function	LaserJet	\$ 0.0366	
CF484A	HP LaserJet Pro MFP M225dn	M225dn	MultiFunction	LaserJet	\$ 0.0366	
CF485A	HP LaserJet Pro MFP M225dw	M225dw	MultiFunction	LaserJet	\$ 0.0366	
B4A22A	HP Color LaserJet Pro M252dw	M252dw	Single Function	LaserJet	\$ 0.0305	\$ 0.1253
B3Q11A	HP Color LaserJet Pro MFP M277dw	M277dw	MultiFunction	LaserJet	\$ 0.0305	\$ 0.1253
CF399A	HP LaserJet Pro 400 M401dne	M401dne	Single Function	LaserJet	\$ 0.0230	
CF285A	HP LaserJet Pro 400 M401dw	M401dw	Single Function	LaserJet	\$ 0.0230	
CZ195A	HP LaserJet Pro 400 M401n	M401n	Single Function	LaserJet	\$ 0.0230	
CF286A	HP LaserJet Pro 400 MFP M425dn	M425dn	MultiFunction	LaserJet	\$ 0.0230	
CE957A	HP LaserJet Pro 400 color M451dn	M451dn	Single Function	LaserJet	\$ 0.0314	\$ 0.1591
CE958A	HP LaserJet Pro 400 color M451dw	M451dw	Single Function	LaserJet	\$ 0.0314	\$ 0.1591
CE956A	HP LaserJet Pro 400 color M451nw	M451nw	Single Function	LaserJet	\$ 0.0314	\$ 0.1591
CF386A	HP Color LaserJet Pro MFP M476dn	M476dn	MultiFunction	LaserJet	\$ 0.0199	\$ 0.0942
CF387A	HP Color LaserJet Pro MFP M476dw	M476dw	MultiFunction	LaserJet	\$ 0.0199	\$ 0.0942
CF385A	HP Color LaserJet Pro MFP M476nw	M476nw	MultiFunction	LaserJet	\$ 0.0199	\$ 0.0942
A8P79A	HP LaserJet Pro MFP M521dn Printer	M521dn	MultiFunction	LaserJet	\$ 0.0154	
CF118A	HP LaserJet Enterprise flow MFP M525c	M525c	MultiFunction	LaserJet	\$ 0.0154	
CF116A	HP LaserJet Enterprise 500 MFP M525dn	M525dn	MultiFunction	LaserJet	\$ 0.0154	
CF117A	HP LaserJet Enterprise 500 MFP M525f	M525f	MultiFunction	LaserJet	\$ 0.0154	
B5L25A	HP Color LaserJet Enterprise M553dn	M553dn	Single Function	LaserJet	\$ 0.0153	\$ 0.0574
B5L24A	HP Color LaserJet Enterprise M553n	M553n	Single Function	LaserJet	\$ 0.0153	\$ 0.0574

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HP pMPS Cost-Per-Page Pricing - Riverside County

B5L26A	HP Color LaserJet Enterprise M553x	M553x	Single Function	LaserJet	\$ 0.0153	\$ 0.0574
CZ271A	HP LaserJet Pro 500 color MFP M570dn	M570dn	MultiFunction	LaserJet	\$ 0.0172	\$ 0.0775
CD646A	HP LaserJet Enterprise color flow MFP M575c	M575c	MultiFunction	LaserJet	\$ 0.0172	\$ 0.0775
CD644A	HP LaserJet Enterprise 500 color MFP M575dn	M575dn	MultiFunction	LaserJet	\$ 0.0172	\$ 0.0775
CD645A	HP LaserJet Enterprise 500 color MFP M575f	M575f	MultiFunction	LaserJet	\$ 0.0172	\$ 0.0775
E6B68A	HP LaserJet Enterprise M604dn Printer	M604dn	Single Function	LaserJet	\$ 0.0155	
E6B67A	HP LaserJet Enterprise M604n Printer	M604n	Single Function	LaserJet	\$ 0.0155	
E6B70A	HP LaserJet Enterprise M605dn Printer	M605dn	Single Function	LaserJet	\$ 0.0097	
E6B69A	HP LaserJet Enterprise M605n Printer	M605n	Single Function	LaserJet	\$ 0.0097	
E6B71A	HP LaserJet Enterprise M605x Printer	M605x	Single Function	LaserJet	\$ 0.0097	
E6B72A	HP LaserJet Enterprise M606dn Printer	M606dn	Single Function	LaserJet	\$ 0.0097	
E6B73A	HP LaserJet Enterprise M606x Printer	M606x	Single Function	LaserJet	\$ 0.0097	
B3G85A	HP LaserJet Enterprise MFP M630f	M630f	MultiFunction	LaserJet	\$ 0.0117	
J7X28A	HP LaserJet Enterprise MFP M630h	M630h	MultiFunction	LaserJet	\$ 0.0117	
B3G86A	HP LaserJet Enterprise Flow MFP M630z	M630z	MultiFunction	LaserJet	\$ 0.0117	
CZ256A	HP Color LaserJet Enterprise M651dn Printer	M651dn	Single Function	LaserJet	\$ 0.0150	\$ 0.0573
CZ255A	HP Color LaserJet Enterprise M651n Printer	M651n	Single Function	LaserJet	\$ 0.0150	\$ 0.0573
CZ257A	HP Color LaserJet Enterprise M651xh Printer	M651xh	Single Function	LaserJet	\$ 0.0150	\$ 0.0573
CZ248A	HP Color LaserJet Enterprise Multifunction M680dn Printer	M680dn	MultiFunction	LaserJet	\$ 0.0147	\$ 0.0514
CZ249A	HP Color LaserJet Enterprise Multifunction M680f Printer	M680f	MultiFunction	LaserJet	\$ 0.0147	\$ 0.0514
CZ250A	HP Color LaserJet Enterprise Flow Multifunction M680z Printer	M680z	MultiFunction	LaserJet	\$ 0.0147	\$ 0.0514
CF236A	HP LaserJet Enterprise 700 M712dn	M712dn	Single Function	LaserJet	\$ 0.0110	
CF235A	HP LaserJet Enterprise 700 M712n	M712n	Single Function	LaserJet	\$ 0.0110	
CF238A	HP LaserJet Enterprise 700 M712xh	M712xh	Single Function	LaserJet	\$ 0.0110	
CF066A	HP LaserJet Enterprise MFP M725dn	M725dn	MultiFunction	LaserJet	\$ 0.0110	
CF067A	HP LaserJet Enterprise MFP M725f	M725f	MultiFunction	LaserJet	\$ 0.0110	
CF068A	HP LaserJet Enterprise MFP M725z	M725z	MultiFunction	LaserJet	\$ 0.0110	
CF069A	HP LaserJet Enterprise MFP M725z+	M725z+	MultiFunction	LaserJet	\$ 0.0110	
D3L09A	HP Color LaserJet Enterprise M750dn	M750dn	Single Function	LaserJet	\$ 0.0188	\$ 0.0643
D3L08A	HP Color LaserJet Enterprise M750n	M750n	Single Function	LaserJet	\$ 0.0188	\$ 0.0643
D3L10A	HP Color LaserJet Enterprise M750xh	M750xh	Single Function	LaserJet	\$ 0.0188	\$ 0.0643
CC522A	HP LaserJet Enterprise 700 color MFP M775dn	M775dn	MultiFunction	LaserJet	\$ 0.0153	\$ 0.0529
CC523A	HP LaserJet Enterprise 700 color MFP M775f	M775f	MultiFunction	LaserJet	\$ 0.0153	\$ 0.0529
CC524A	HP LaserJet Enterprise 700 color MFP M775z	M775z	MultiFunction	LaserJet	\$ 0.0153	\$ 0.0529

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HP pMPS Cost-Per-Page Pricing - Riverside County

CF304A	HP LaserJet Enterprise 700 color MFP M775z+	M775z+	MultiFunction	LaserJet	\$ 0.0153	\$ 0.0529
CZ244A	HP LaserJet Enterprise M806dn Printer	M806dn	Single Function	LaserJet	\$ 0.0093	
CZ245A	HP LaserJet Enterprise M806x+ Printer	M806x+	Single Function	LaserJet	\$ 0.0093	
D7P69A	HP LaserJet Enterprise M806x+ NFC/Wireless Direct Printer	M806x+	Single Function	LaserJet	\$ 0.0093	
D7P68A	HP LaserJet Enterprise flow MFP M830z NFC/Wireless Direct	M830z	MultiFunction	LaserJet	\$ 0.0087	
AZW77A	HP Color LaserJet Enterprise M855dn Printer	M855dn	Single Function	LaserJet	\$ 0.0169	\$ 0.0677
D7P73A	HP Color LaserJet Enterprise M855x+ NFC/Wireless Direct Printer	M855x+	Single Function	LaserJet	\$ 0.0169	\$ 0.0677
AZW78A	HP Color LaserJet Enterprise M855xh Printer	M855xh	Single Function	LaserJet	\$ 0.0169	\$ 0.0677
AZW75A	HP Color LaserJet Enterprise flow M880z Multifunction Printer	M880z+	MultiFunction	LaserJet	\$ 0.0129	\$ 0.0526
D7P71A	HP Color LaserJet Enterprise flow M880z+ NFC/Wireless Direct MFP P1	M880z+	MultiFunction	LaserJet	\$ 0.0129	\$ 0.0526
CE658A	HP LaserJet P1102w Printer	P1102w	Single Function	LaserJet	\$ 0.0484	
CE461A	HP LaserJet P2035 Printer	P2035	Single Function	LaserJet	\$ 0.0406	
CE528A	HP LaserJet P3015dn Printer	P3015dn	Single Function	LaserJet	\$ 0.0176	
CE527A	HP LaserJet P3015n Printer	P3015n	Single Function	LaserJet	\$ 0.0176	
CE529A	HP LaserJet P3015x Printer	P3015x	Single Function	LaserJet	\$ 0.0176	
CN459A	HP Officejet Pro X451dn Printer	X451dn	Single Function	OfficeJet ProX	\$ 0.0170	\$ 0.0680
CN463A	HP Officejet Pro X451dw Printer	X451dw	Single Function	OfficeJet ProX	\$ 0.0170	\$ 0.0680
CN460A	HP Officejet Pro X476dn Multifunction Printer	X476dn	MultiFunction	OfficeJet ProX	\$ 0.0170	\$ 0.0680
CN461A	HP Officejet Pro X476dw Multifunction Printer	X476dw	MultiFunction	OfficeJet ProX	\$ 0.0170	\$ 0.0680
CV037A	HP Officejet Pro X551dw Printer	X551dw	Single Function	OfficeJet ProX	\$ 0.0170	\$ 0.0680
C2S11A	HP Officejet Enterprise color X555dn Printer	X555dn	Single Function	OfficeJet ProX	\$ 0.0149	\$ 0.0440
C2S12A	HP Officejet Enterprise color X555xh Printer	X555xh	Single Function	OfficeJet ProX	\$ 0.0149	\$ 0.0440
B5L04A	HP Officejet Enterprise Color MFP X585dn	X585dn	MultiFunction	OfficeJet ProX	\$ 0.0190	\$ 0.0588
B5L05A	HP Officejet Enterprise Color MFP X585f	X585f	MultiFunction	OfficeJet ProX	\$ 0.0190	\$ 0.0588
B5L06A	HP Officejet Enterprise Color Flow MFP X585z	X585z	MultiFunction	OfficeJet ProX	\$ 0.0190	\$ 0.0588

Request for Proposal #PUARC-1423A Best and Final Offer

Attachment I
MULTIFUNCTIONAL DEVICE STANDARDS

The following standards are County wide and facilitated through the County of Riverside Information Technology Department. Please note the County continuously updates hardware and software standards as technology evolves and may revise its standards at any time which will be the sole responsibility of the CONTRACTOR to ensure they meet the current listing.

Listing below RCIT_StrategicPlan_FY1516_12-09-15

County of Riverside Technology Standards	
Desktop/Laptop Software	Standard
Operating System	Microsoft Windows 7
Web Browser	Microsoft Internet Explorer /Firefox
Word Processing	Microsoft Word 2013
Spreadsheet	Microsoft Excel 2013
Presentation	Microsoft PowerPoint 2013
Local Database	Microsoft Access 2013
Instant Messaging, Presence, Voice, Conferencing, Video	Microsoft Lync 2013/Cisco Jabber
Note Taking, Business Organization, Data Management	Microsoft OneNote 2013
Design and Implementation XML based Electronic Forms	Adobe Forms Central
Local Integrated Messaging and Communication Client	Office 365
Graphical Object Drawing Application	Microsoft Visio 2013
Project Management	Microsoft Project 2013
Desktop Virus/Spam Management	Microsoft Endpoint Protection
Document Editing	Adobe Acrobat Professional
Image/Photo Editing	Adobe Photoshop

County of Riverside Technology Standards	
Enterprise Services	Standard
Enterprise Operating System	Windows Server 2012
Enterprise Messaging on Premise or in the Cloud	Office 365
Online Virus /Spam Protection	Symantec
Enterprise Collaboration and Web Platform	Microsoft SharePoint Server 2013
Enterprise Systems Management	Microsoft Systems Center 2012
Enterprise Database Services	Microsoft SQL Server 2012, Oracle 12C (mission critical 24x7)
Web-based App Development Tool	MS Visual Studio Builder
Document Management	Laserfiche
Electronic Plan Review	Bluebeam Revu
Mobile Data Management	Microsoft EMS/Intune
Online Services	Standard
Identity Management	Microsoft Active Directory/Forefront Identify Manager (FIM)
Cloud based Desktop Applications	Office 365
Application Hosting	Microsoft Azure
Geographic Information	Standard
GIS Tools	ESRI ArcGIS
Open Data	Standard
Open Data Platform	Socrata
Hardware	Standard
Desktop/Laptop	HP/Dell
Rugged Laptop/Mobile Data Computer	Panasonic/Getac
Printer	HP/Ricoh(MFC)
Tablet	Microsoft Surface/Apple iPad
Server	HP/Dell

**Attachment II
CONTRACTOR SERVICE AGREEMENT FORMS**

HP MANAGED PRINT SERVICES AND SUPPORT SCHEDULE

This HP Managed Print Services and Support Schedule (the "Schedule") is made on the Schedule Effective Date specified below between HP Inc. ("HP") and the customer named below ("Customer") and applies to Customer's purchases and HP's provision of managed print and support services (the "Services") from HP. This Schedule is attached to and forms part of the HP Customer Terms – Support Agreement attached hereto as Exhibit A (the "Agreement") and is governed by and subject to the Professional Service Agreement number RIVCO-60072-017005/21 for Multifunction Devices, Maintenance Services, and Print Management Services (the "Professional Service Agreement") made between HP and the County of Riverside. This Agreement must be signed by both Parties to be effective. Capitalized terms not defined herein are defined in the Agreement.

TERM: 36/48/60 MONTHS

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

- Toner Cartridges
- Maintenance Items
- Response Time - See Exhibit B
- Cleanings at Every Technician Visit
- Detailed Usage Reports
- Dedicated Account Manager

PRICING SCHEDULE

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	RATE	PROG	MODEL	TYPE	RATE	PROG
HP	Black	\$0.0000	MPS	HP	Color	\$0.0000	MPS
HP	Mono	\$0.0000	MPS	HP	Mono	\$0.0000	MPS

SUPPORT RATES FOR THE VARIOUS mSKU DEVICES ARE AS FOLLOWS:

MODEL	TYPE	RATE	PROG	MODEL	TYPE	RATE	PROG
HP	Black	\$0.0000	MPS	HP	Color	\$0.0000	MPS
HP	Mono	\$0.0000	MPS	HP	Mono	\$0.0000	MPS

SERVICE LEVEL DEFINITIONS (PROG).

Managed Print Services (MPS): Includes toner cartridges, maintenance kits, parts and repairs.

Support programs also include cleanings at every service visit, a dedicated account manager and/or MPS consultant, detailed usage reports, and phone support. Upon receipt of all supplies provided by HP under this Agreement, Customer shall be responsible for their safekeeping and shall reimburse HP, at the then-current retail list price, for any supplies that are lost, stolen or damaged. Except to the extent that a specific requirement is set out in this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

HP encourages Customer to use HP's cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details.

Special note for HP Officejet Pro commercial inkjet devices with cartridge cartridges (DOES NOT APPLY TO THE OJP X series): Service pricing allows for unit replacement (as a service part) for a maximum of 4 years from the device release/introduction date. After this time, Customer will be responsible for device replacement. At HP's discretion, Customer may be issued a credit towards device replacement. NOTE: Replacement devices are property of Customer (or the lease company) unless specifically identified by HP and shall remain under support for the term of the original contract. Supplies will be shipped to Customer and it will be responsibility of Customer to replace the ink cartridges.

Response Times: HP offers four response times depending on locations:

HP Premium – Priority 2-Hour Response with toner installation (available in limited markets only)

HP Priority – Priority 4-Hour Response, toner drop ship

HP Advantage – Next Business Day Response, toner drop ship

HP Extended Reach – Depending on location, it may be greater than NBD response

TERM, TERMINATION & RENEWAL. The term of this Schedule will begin on the Schedule Effective Date and will continue for the Term indicated above. This Schedule may renew for successive twelve (12) month terms or month-to-month by written amendment. Rates listed in the Pricing Schedule above are fixed for the initial Term of this Schedule. HP reserves the right to increase the rates at each renewal.

Upon termination of this Agreement, Customer will pay HP for all Services performed, and all charges and expenses then due HP under this Agreement, including any applicable Termination Penalty. Please refer to section 5 of the Professional Service Agreement for more details on terms and conditions related to this section.

DEVICES COVERED UNDER THIS AGREEMENT. The rates listed in the Pricing Schedule above and the terms contained herein are offered based on supporting all eligible devices within the organization and keeping the remote monitoring software active. All devices of a similar model/series must be enrolled in the support program unless a specific written exception is granted. Devices can only be removed from the support program if they are taken out of service and permanently removed from a supportable location. Additional devices may be added at any time if HP currently provides support for that model/series. Supportable devices that are added at a later date that are not currently included in the Pricing Schedule will be added at the then current rate. Devices must be in a working condition prior to being enrolled in this program. If a device to be added to this Agreement is not new, HP will determine if repairs are required to bring the device to a working condition. If repairs are required, HP may provide those parts and repairs at HP's standard parts and service rates. If a mono device to be enrolled has a "toner low" condition, Customer will be invoiced 50% of the retail price of a new toner cartridge. On color devices, any toner cartridges that are "toner low" upon setup beyond the first cartridge will be invoiced at retail price. Customer agrees to follow correct device operation guidelines as specified by the manufacturer.

In the event that a device reaches defined end of service-life or if HP cannot acquire spare parts with commercially reasonable efforts, HP may terminate Services for the respective device and potentially all like devices.

HOURS OF SERVICE. HP's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. local time. Service requests can be made 24x7 via phone voice mail or electronically (service portal). HP does not provide Services during the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

HP does not provide office support, but does provide technician support during the following holidays:

- Martin Luther King Day
- Presidents' Day
- Friday following Thanksgiving
- Christmas Eve
- HP company-wide shut down between Christmas and New Year's Day

After-hours service is only available in limited areas for US \$150.00 per incident. After-hours service is not available in all areas.

PRICING, CUSTOMER REQUIREMENTS. Pricing will be billed at the per impression rates by device model/series as listed in the Pricing Schedule. One impression is equal to one 8 1/2" x 11" page or one 8 1/2" x 14" page. Color rates will apply to all impressions with printed color. Duplex printing equals two impressions. Customer is responsible to keep the remote monitoring software installed, active, and fully reporting at all locations and on all supported devices during the term of this Agreement. Customer is responsible for assisting in a timely installation of the remote monitoring software and for keeping the remote monitoring software active. Customer understands that if the remote monitoring software is de-activated, HP will not be able to receive "Toner Low" or "Service Alert" messages from devices and HP will not be held to the response time commitments listed in Exhibit B. Upon either notice or discovery of a non-reporting device, Customer shall promptly return the Device to a reporting condition. Customer may be responsible for manually reporting impression counts for non-networked devices or for non-reporting devices to ensure current and accurate data for billing and reporting purposes. Customer acknowledges that Customer has no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this Agreement, Customer agrees to allow HP the right to collect and use data through the remote monitoring software.

HP also uses the remote monitoring software to collect impression counts for billing. If HP is unable to retrieve impression counts for billing, HP will invoice Customer with an estimated billing at the recent historical billing interval impression count for each device. If an estimated billing occurs, HP will credit Customer for any over-billing and Customer agrees to pay HP for any under-billing that is discovered once the impression counts are reconciled. HP may change credit terms or payment terms due to materially adverse changes in Customer's financial condition or payment history.

Special note for devices not capable of reporting page counts: There are some older printers or devices more suited for personal use that are unable to report page counts for regular collection. For these models, pricing will be based on actual ink or toner cartridges delivered to Customer during the billing period. HP will use the manufacturer's stated yield as assumed use for each cartridge, multiplied by the impression rates listed in the Pricing Schedule; actual impression counts will not be reported. This only applies to devices unable to report page counts for regular collection. This does not apply to devices that are capable of reporting page counts, but which are not reporting page counts as a result of the monitoring software being de-activated or otherwise failing.

Special note for devices requiring JetAdvantage Management (JAM) software: There are certain devices, designated as mSKU devices in the Pricing Schedule above, which require that additional software, JetAdvantage Management (JAM), be installed in order for the benefits of the mSKU devices to be realized. Customer is responsible for assisting in a timely installation of JAM and for maintaining and ensuring that JAM and any mSKU devices are

installed and working properly in conjunction with one another. If Customer uses non-OEM supplies with any mSKU devices, then JAM may not function properly, it may be disconnected, and any benefits thereof may be discontinued. If JAM or an mSKU device is not properly installed or working correctly nor used in conjunction with one another, then any associated benefits of JAM and mSKU devices are temporary and subject to change. This includes increasing the per impression rates listed for the mSKU device in the Pricing Schedule to those rates designated for non-mSKU devices. This section only applies if the Pricing Schedule, or an addendum thereto, specifically includes mSKU devices.

TONER COVERAGE. HP regularly reviews toner consumption. If it is discovered that there are devices that are printing with greater than 7% toner coverage for mono, and 28% toner coverage for color, HP will notify the Customer in writing. HP will work with Customer to correct this problem by making recommendations that may include but are not limited to print policy changes, workflow changes, and device changes. If after sixty (60) days, Customer has not or will not make changes to reduce toner coverage below these limits, HP may increase the rates by the same percentage that the toner coverage exceeds the targets. Those increased rates will remain in place until the next annual review.

DEVICE OBSOLESCENCE. When the manufacturer no longer supports a device and replacement parts are no longer available for that device model/series, HP will make reasonable commercial efforts to continue to provide Service for the device, but HP reserves the right to discontinue providing Services on the respective device and potentially all like devices. If the respective device has been on contract for greater than three (3) months, then a standard credit will be provided towards the purchase of an HP printing device.

ITEMS NOT COVERED. The following items are not covered under the Services: paper, staples, font cartridges, firmware upgrades, third-party SIMM or DIMMs, accessories, and all external interface cards. Imaging supplies provided by HP under this Agreement remain the property of HP at all times.

REMOVAL OF PERSONALLY IDENTIFIABLE INFORMATION (PII). In the event that Customer requests that HP repair or replace a device, Customer shall have completed final data disposition of any Customer PII on such device, e.g. encryption, overwriting or degaussing, prior to the repair and/or delivery of such device to HP.

SCHEDULE REVISIONS. If the assumptions and/or circumstances used to create the Pricing Schedule are found to be incorrect or misstated or to have substantially changed, then HP and Customer shall meet and in good faith negotiate equitable changes to the Schedule, which may include, but is not limited to, adjusting rates and/or service level commitments. Any changes will only have effect for the future without any retroactive effect on any rates or charges that have already been invoiced. HP will not be liable for failure to meet any obligations in this Schedule to the extent such failure is due to delayed, false, or inaccurate information provided by Customer.

INVOICING. HP will invoice quarterly in advance, based on the impressions made during the previous quarter. Invoice terms are Net 30.

HP and Customer agree by application of their duly authorized representative's respective signatures below that this Schedule should become effective as of the Schedule Effective Date.

SCHEDULE EFFECTIVE DATE: _____

Agreed to by: **HP INC.**

Agreed to by: _____

Authorized Signature: _____

Authorized Signature: _____

Print Name: **Kelly Larsen, Dir US MPS Specialty Sales**

Print Name: _____

Date: _____

Date: _____

Address: 2580 S. Decker Lake Blvd.

Address: _____

Ste. 200
Salt Lake City, UT 84119

Contact Name: _____

Contact Name: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Fax: _____

Fax: _____

EXHIBIT A: HP CUSTOMER TERMS – SUPPORT AGREEMENT

1. Parties. These terms represent the agreement (“**Agreement**”) that governs the purchase of support services from the HP, Inc. entity identified in the signature section above (“**HP**”) by the Customer entity identified above (“**Customer**”). HP and Customer may be individually referred to as “**Party**”, and collectively as the “**Parties**”.

2. Orders. “**Order**” means the signed HP Managed Print Services and Support Schedule including any supporting material which the Parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) support product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements.

3. Prices and Taxes. Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

4. Invoices and Payment. Customer agrees to pay all invoiced amounts within thirty (30) days of HP’s invoice date. HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.

5. Support Services. HP’s support services will be described in the Order and any applicable Supporting Material, which will cover the description of HP’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer devices supported.

6. Eligibility. HP’s service, support and warranty commitments do not cover claims resulting from: (1) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material; (2) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP; (3) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service; (4) malware (e.g. virus, worm, etc.) not introduced by HP; or (5) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP’s control.

7. Dependencies. HP’s ability to deliver services will depend on Customer’s reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

8. Change Orders. Both Parties agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to add additional service locations will require an Addendum signed by both Parties. Additional models/series of devices not currently priced on the Order will be added at the then-current rates.

9. Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.

10. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services.

11. Intellectual Property Rights Infringement. HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer’s prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or HP may procure a license. If these options are not available, HP will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services.

12. Confidentiality. Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 5 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover

information that: i) was known or becomes known to the receiving Party without obligation of confidentiality; ii) is independently developed by the receiving Party; or iii) where disclosure is required by law or a governmental agency.

13. Personal Information. Each Party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information (“**PII**”) of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.

14. Global Trade compliance. Services provided under these terms are for Customer’s internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

15. Limitation of Liability. HP’s liability to Customer under this Agreement is limited to \$1,000,000. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either Party’s liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

16. Disputes. Section 11 (Disputes) of the Professional Service Agreement shall apply hereto.

17. Force Majeure. Neither Party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

18. Termination. Either Party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either Party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other Party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both Parties’ respective successors and permitted assigns.

19. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both Parties. The Agreement will be governed by the laws of the country of HP or the HP Affiliate accepting the Order and the courts of that locale will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of California, excluding rules as to choice and conflict of law.

EXHIBIT B: SLAs by LOCATION

Address	City	State	ZIP	Response Time	Toner Install
1234 Any Street	City	ST	00000	Response	Toner

Response Times: HP offers 4 response times depending on locations:

HP Premium – Priority 2 Hour Response with toner installation (available in limited markets only)

HP Priority – Priority 4 Hour Response, toner drop ship

HP Advantage – Next Business Day (NBD) Response, toner drop ship

HP Extended Reach – Depending on location, it may be greater than NBD response

PROFESSIONAL SERVICE AGREEMENT

for

MULTIFUNCTIONAL DEVICES, MAINTENANCE SERVICES,

AND PRINT MANAGEMENT SERVICES

between

COUNTY OF RIVERSIDE

and

RICOH-USA, INC.



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This Agreement, made and entered into this 7th day of June, 2016, by and between RICOH-USA, INC, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Attachment I-Multifunctional Device Standards, Attachment II- Trial/Loaner Agreement and Attachment III, Contractor Service Agreement Forms. The terms and conditions set forth on the Master Lease Agreement contained in Attachment III shall be constitute the sole governing terms and conditions for all Product Schedules for the lease of equipment.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with industry standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products for the COUNTY outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through May 31, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$1,250,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). The COUNTY requires written proof satisfactory to COUNTY 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 be considered and approved by COUNTY. 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- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 COUNTY shall pay the invoice within thirty (30) working days from the date of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send the original copies of invoices to:

(CONTRACTOR must obtain COUNTY invoice address)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-60072-015-05/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If

any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 60 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate the Services provided pursuant to this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon thirty (30) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure within 30 days of written notice. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.8 Termination of this Agreement pursuant to this Section 5 shall not affect any Product Schedule for leased Equipment issued prior to the date of such termination, which Product Schedules are unconditional and shall continue in full force and effect for the entire lease period set forth therein.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently does not knowingly have any interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make commercially reasonable efforts to fully comply with all applicable federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are

currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants

that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, sign their own contracts, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement. Confidential information does not include information which (i) is in the possession of the CONTRACTOR at the time of disclosure without any prior confidentiality obligation as evidenced by the CONTRACTOR'S files and records; (ii) is independently developed by the CONTRACTOR without reference to any Confidential Information; (iii) is provided to the CONTRACTOR after the time of disclosure by an unaffiliated third party that is not under any known duty of confidentiality to the COUNTY; (iv) prior or after the time of disclosure, becomes a part of public knowledge or literature through no action of the CONTRACTOR; or (v) is approved for release by the COUNTY.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR, when applicable and agreed by both parties, is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Purchasing
2980 Washington Street
Riverside CA, 92504

CONTRACTOR

RICOHUSA, INC.
3200 Inland Empire Blvd., Suite 190
Ontario, CA 91764

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 To the extent permitted by applicable law, each party ("Indemnifying Party") shall indemnify and hold harmless 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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, or death or any other element of any kind or

nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 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 own choice 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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 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.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.

B. 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 should be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is 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. The CONTRACTOR's umbrella shall be in the amount not less than \$5,000,000 per occurrence combined single limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer, if commercially reasonable.

E. 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 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention 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 County'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 if request by 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 cancellation and expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives no later than five (5) days after a renewal of such insurance policies, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's 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 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 retention's 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; 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 and the monetary limits of liability required under this Agreement, 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. Legal ownership of the chattel is transferred to the purchaser at the time of purchase. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures provided

that such COUNTY policies and procedures are provided in advance for review. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

RICOH-USA, INC.

By: _____
John J. Benoit, Chairman
Board of Supervisors

By: Van Real
Name: Van Real
Title: Marketplace Vice President

Dated: _____

Dated: 5/27/16

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Neal Kipnis
Neal Kipnis,
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICE**

This Agreement is for the maintenance and support (including toner and staples) of all products identified in Exhibit B (PAYMENT PROVISIONS). In addition, this agreement includes training, installation, moving services, and disposal of products as part of maintenance & support and/or print management services (excludes consumables such as paper). For the avoidance of doubt, in the event COUNTY wishes to procure print management services, such services will be governed by a Statement of Work.

1.0 CONTRACTOR requirements:

A. AUTHORIZED DEALER:

CONTRACTOR must be authorized by the manufacturer to service all products awarded under this contract or shall procure such services through a separate agreement as set forth in section 1(D) below. CONTRACTOR shall maintain these supplier agreements in good standing for the term of the contract. CONTRACTOR must be in possession of agreements and maintain certificates and/or letters.

B. PRODUCT/SALES REPRESENTATION :

The CONTRACTOR will be required to maintain current product and price information at Riverside County Purchasing offices in the format requested by the purchasing Department. This may include special forms (supplied by the County) and/or PC based information and spread sheets. The CONTRACTOR will be required to provide product literature and have equipment available to demonstrate as required by the using departments.

C. PRICING/QUOTES:

CONTRACTOR's equipment must meet the minimum required options, features, volumes, and required up-time as indicated in the COUNTY standard sheet ATTACHMENT I. All contract prices must be FOB destination delivered and installed, and pricing shall remain firm for one year from date of award. All quote pricing must be FOB destination delivered and installed, and pricing shall remain firm 120 days.

D. COUNTY STANDARDS

CONTRACTOR's equipment must meet the minimum required options, features, volumes, and required up-time as indicated in the COUNTY standard sheet ATTACHMENT I. The COUNTY will obtain services from the awarded CONTRACTOR that is authorized by the manufacturer to perform maintenance and support on equipment. The COUNTY will utilize the awarded CONTRACTORS first based on manufacturer. The COUNTY may seek services outside of this agreement if CONTRACTOR is unable to provide services or not authorized by the manufacturer to provide services.

E. DISCOUNT PROTECTION:

CONTRACTORS shall pass on to the COUNTY any price declines received from manufacturers immediately at time of purchase.

F. UPGRADES / TRADE-INS:

CONTRACTORS shall provide upgrade pricing for all products and trade-in value of old technologies and equipment. Trade-in of equipment must be approved by the COUNTY Purchasing Agent prior to the transaction.

G. REMANUFACTURED/RECONDITIONED EQUIPMENT:

All products must be for NEW EQUIPMENT only. The COUNTY will not accept equipment that has been remanufactured, reconditioned etc.

H. OPTIMIZATION:

The COUNTY will request services from the CONTRACTOR(S) to provide maintenance agreement optimization. This shall include by not limited to quarterly usage reports, new rates, pooled plans, per click rates, and identify/determine lowest rate(s) applicable. After the initial maintenance agreement with the COUNTY department and/or Agency, the CONTRACTOR will routinely identify equipment that is not on the most optimized rates and work with the COUNTY to place the user on the most optimized maintenance plan.

I. TRIAL/LOANER AGREEMENT:

CONTRACTOR shall not deliver products or other items to the COUNTY as trial and/or loaner equipment use prior to receipt of a "Trial/Loaner Agreement" (Attachment II). The products or other items shall be returned to the CONTRACTOR at the end of the Trial/Loaner Agreement period.

J. PRE-SALES CONSULTING:

CONTRACTORS shall provide, on request, pre-sales on-site user consulting services that include, but are not limited to, user consultations, written configurations, price quotes, equipment demonstrations and reliable information regarding current and new technology within the manufacturer's product line and the industry.

K. DELIVERY:

CONTRACTORS shall guarantee delivery of all equipment on COUNTY price list within 15 business days of receipt of Purchase Order, unless otherwise agreed to by COUNTY ordering department. Any variance from this requirement will be reported to requesting Riverside County Department/Agencies and Purchasing which may affect the release of future orders. (It is acknowledged that manufacturing delays beyond the control of the reseller may occur and will not affect the business rating of the reseller). CONTRACTOR shall provide comparable loaner equipment, if requested, if new equipment ordered has not arrived within 15 business days. The delivery time frame for the loaner equipment shall not exceed 15 business days from receipt of Purchase order unless otherwise negotiated with the requesting department. All pricing shall be quoted both F.O.B. shipping destination excluding applicable tax.

L. MOVING SERVICES:

Included in the annual maintenance shall be one moving request at no additional cost for one multifunctional device in a single day under maintenance or recently removed from a maintenance plan. Moving services shall include onsite equipment pick up, disassemble of equipment, delivery to new location and reassemble of equipment. The COUNTY may request then current pricing for moving services.

M. HARD DRIVE REMOVAL

If desired, COUNTY may engage CONTRACTOR to perform the following Data Management Services at its then-current rates, and the parties shall enter into a written order setting the details of any such engagement:

M-1. Hard Drive Surrender Service. Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on an Order) and provide COUNTY with custody of the hard drive before the equipment is removed from the COUNTY's location, moved to another department or any other disposition of the equipment at the then prevailing cost.

M.2 DataOverwriteSecurity System (DOSS). DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing after the completion of each job to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times. This feature may be used at the end of the lease for the equipment identified on the applicable order and/or before the equipment is removed from the COUNTY's location, moved to another department or any other disposition of the equipment. The cost for DOSS shall be set forth in the applicable Order.

The COUNTY reserves the right to remove the multifunctional devices hard drives or other related media made part of the equipment without notifying the CONTRACTOR and may utilized other outside CONTRACTORS of this agreement for this service. COUNTY agrees that any hard drive removal or removal of other media will be replaced by new hard drive or media in the equipment being returned to CONTRACTOR.

N. TRAINING:

CONTRACTOR must provide "Key Operator" training and general operator training upon installation of each equipment, and as required by the using department at no additional charge to the County throughout the Agreement.

O. INSTALLATION:

CONTRACTOR must conduct a pre-site survey to assist in the sitting and planning for all products if requested at no additional cost. CONTRACTOR must discuss electrical, IT and all other requirements for site preparation and provide a schematic drawing with dimensions and connections of the site for the COUNTY to use to prepare the site if requested. The COUNTY will arrange for delivery and installation after site modifications are completed. All work must be performed Monday through Friday (excepting County holidays) between the hours of 8:00 a.m. and 4:00 p.m. Except in connection with print managed services, all products must be installed within 5 working days after delivery date and must be operational within 5 working days after installation date unless otherwise agreed to by COUNTY ordering department.

P. EQUIPMENT WARRANTIES:

CONTRACTOR shall warrant all applicable products purchased and not covered under this agreement, per the original manufacturer warranty provision as defined by the manufacturer at time of purchase, as a minimum, as well as any subsequent models requested during the life of the contract, to be free from defects in material and workmanship for a minimum period of one year

from the date of delivery. Equipment warranty service shall be provided on-site for one year warranty period. This provision has precedence over the manufacturers' standard warranty. Excludes third party products.

Q. WARRANTY EXPIRATIONS AND EXTENSIONS:

The COUNTY department ordering the equipment may be notified of warranty expiration as defined by the manufacturer on all purchased equipment. The COUNTY department ordering equipment shall also be given a written estimate of the cost for extending any of the product warranties.

R. EQUIPMENT WARRANTY SUPPORT:

On-site service problem resolution or replacement of failed equipment shall be provided within 48 Hours unless otherwise notified. Extended on-site warranty service must be provided at a stated rate. Shipping will be paid by the sender in all cases. Turn-around repair or replacement time for returned equipment shall be no more than 15 business days. CONTRACTOR shall honor all manufacturers warranty service on-site, unless specifically noted as otherwise in the proposal. CONTRACTOR shall provide comparable loaner equipment, at no additional charge, if requested, when equipment cannot be repaired within 48 hours of technicians first on-site service attempt. The delivery time frame for the loaner equipment shall not exceed 48 hours from the technician's first on-site service attempt unless otherwise negotiated with the requesting department.

S. EQUIPMENT RECALLS:

When notified by the manufacturer of faulty equipment and/or recalled equipment, the CONTRACTOR shall, within 5 working days, notify all affected COUNTY departments and Purchasing and replace at CONTRACTOR's cost all such faulty equipment immediately and not wait for actual failure.

T. MANUFACTURER CONSISTENCY:

CONTRACTOR shall not change the model number and specifications of equipment from contract and current price list without notifying the Riverside County Departments and Agencies and obtaining written approval for such change from the Riverside County Purchasing Department..

U. MANUALS:

CONTRACTOR shall provide electronic manuals and documentation for all equipment at time of delivery. Additional manuals may be requested by Departments/Agencies at no additional charge to the County.

V. MANAGEMENT REPORTS:

V.1. CONTRACTOR shall provide contract management reports to the all COUNTY departments for their equipment purchases on a quarterly basis and upon request by COUNTY or COUNTY department. These reports shall include:

- V-1.1 Number and dollar volume of sales by category
- V-1.2 Delivery Dates
- V-1.3 Order dates
- V-1.4 Model
- V-1.5 Serial number
- V-1.6 Beginning and ending meter readings

- V-1.7 County agency/department
- V-1.8 Location of product (address)
- V-1.9 Requesting person
- V-1.10 Repair records (e.g. average response time, length of down time, number of service calls)
- V-1.11 Types of failures

V.2. A current accounts payable/receivable report will list all invoice dates and payment due by COUNTY department. All reports must be accurate, complete and available in an electronic media. At least twice each year, CONTRACTOR will submit Customer Surveys requesting the departments to rate the CONTRACTOR's service, promptness, accuracy of delivery, and thoroughness of customer introduction to the new equipment (model, documentation, maintenance procedure, etc.). Results of these surveys are to be submitted to Riverside County Purchasing. In the event of failure to provide Customer Surveys, COUNTY shall give written notice of such failure to CONTRACTOR and a 30 day cure period in accordance with 5.2 of the Agreement.

V.3. The County of Riverside Purchasing department requires the quarterly reports of all equipment maintenance for the COUNTY (Departments and Agencies).

W. NEW TECHNOLOGY AND VENDOR SHOWS:

CONTRACTOR shall provide informational notifications on new technologies to the COUNTY at comparable discounts. CONTRACTOR shall make new technologies available to COUNTY Departments for at least thirty (30) days to review and evaluate, and at other times to introduce new technologies and/or products changes/enhancements. CONTRACTOR is expected to participate and to provide display of contract equipment, at COUNTY locations to assist the manufacturer with promotion of new equipment that may be of benefit to the COUNTY.

X. WARRANTY MAINTENANCE:

CONTRACTOR shall be capable of providing manufacturer's certified repair services for all equipment purchased for the standard and/or extended warranty period provided by manufacturer and/or CONTRACTOR.

Y. MAINTENANCE SERVICES:

Y.1. CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased. The CONTRACTOR may be required to assume responsibility for maintenance of other equipment not sold by the CONTRACTOR if the equipment is the same brand offered by the CONTRACTOR. The COUNTY has the right to split the award or do what is most advantageous to the COUNTY.

Y.2. All work performed under this contract shall be in full compliance with the contract requirements and all applicable federal, state, local, industry and regulatory requirements. CONTRACTOR must warranty each repair or completed service call on warranty equipment or equipment not covered under the Master Service Agreement.. All routine maintenance shall be performed in accordance with manufacturer's recommendations. OEM parts must be used when the replacement of parts is needed on all products. If no OEM parts are available to the County, after market replacements parts may be accepted upon the approval of the County.

Y.3 CONTRACTOR must provide preventative maintenance as suggested by manufacturer on a regularly scheduled basis for all devices covered under this agreement.

Z. MAINTENANCE SERVICE COVERAGE:

CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased or under maintenance contract, to the entire County of Riverside. There are five districts that make up the County of Riverside. CONTRACTORS must meet performance standards as specified in Section W of this contract for all districts. Failure to meet these requirements may result in the termination of maintenance contract as set forth in Section 5.2 of the Agreement.

District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Corona, and Green River.

District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

AA. MAINTENANCE PERFORMANCE STANDARDS:

Service performance standards have been established by the County and must be maintained. Failure to meet these requirements may result in the termination of maintenance contract.

The County requires full onsite maintenance. The following service standards must be met:

AA-1. The CONTRACTOR must be able to provide maintenance service to all areas of the County. The County requires a one-point service contact location, which will be responsible for all service requirements.

AA-2. CONTRACTOR guarantees a quarterly average response time of two (2) to six (6) business hours for all service calls located within a thirty (30) mile radius of any CONTRACTOR office, and four (4) to eight (8) business hours for service calls located within a thirty-one to sixty (31-60) mile radius for the term of the Order. Response time is measured in aggregate for all serviced equipment covered by the Order. Normal business hours are considered 8:00 AM to 4:00 PM Monday through Friday, excluding County holidays and compressed workweek closed days.

AA-3. If the equipment is not repairable within 16 business hours (2 working days) from the original arrival of the service technician, a loaner of acceptable volume will be provided by the service company at no additional cost upon request of the using department.

AA-4. Certain critical operations may require 24-hour service maintenance availability. Maintenance Services must be made available to requesting Departments/Agencies at an additional cost agreed upon by the requesting Department/Agencies.

AA-5. An estimate for repair for damage or loss caused by the negligence of the County or its employees, and not covered by the service agreement will be submitted in advance by the maintenance technician to the using department prior to any repair work being accomplished. Authorization for the repair work will be accomplished by issuance of a separate purchase order authorized and issued by the using department.

AA-6. Preventive maintenance calls shall be the responsibility of technicians, and the County departments shall not be expected to place calls to request this service.

AA-7. The following minimum information can be accessed electronically using myRicoh.com:

- a) Model, serial number and location
- b) Date, time and description of each service
- c) Meter reading at each service call
- d) Length of time the equipment was out of service
- e) Name/initials of the technician

AA-8. A service report shall be made by the service technician upon each service visit. If parts are not readily available, the technician will note this on the report along with the date he will return to install the part(s). A copy of this report will be provided to the department contact prior to technicians' departure.

AA-9 Each individual piece and/or the fleet of equipment will maintain an quarterly average UP time of 90% during the five (5) year life of the equipment. This up time is exclusive of operator caused damage or error. Equipment that fall below this level of up time in any six-month period, and suitably sized for their placement, shall be replaced with a comparable model at no charge to the County. The County must approve of comparable model before replacement model is installed.

BB. PRINT MANAGED SERVICES

As part of the print managed services, CONTRACTOR will manage the third-party vendor relationship with any vendors of third-party equipment as further described in a Statement of Work. COUNTY shall provide the necessary contract and contact information for any applicable third-party vendors to allow Ricoh to manage such relationships. Ricoh shall not assume any liability or obligations under any third-party vendor contracts, including those for service or supplies. This Section BB and the resulting Statement of Work for such print managed services, shall the sole terms and conditions to govern the print managed services.

BB-1 CONTRACTOR shall provide at no additional cost all OEM consumable supplies, onsite service, parts and labor for entire fleet under a print managed service term.

BB-2 CONTRACTOR shall include at no additional cost Network software that will enable device level monitoring for supply and service provisioning as well as asset tracking.

BB-3 COUNTY will have the ability to obtain automatic meter reads for all networked devices

BB-4 CONTRACTOR must provide a minimum 20% per year replacement / refreshment of COUNTY fleet of device under term at the cost set forth in a Product Schedule or equipment order.

BB-5 CONTRACTOR shall consult quarterly with the COUNTY on a required automatic quarterly fleet reporting. The format of the report shall be electronic.

BB-6 All consumable supplies shipped directly to the COUNTY end user at no additional charge. (elimination of onsite supply storage with exception to one (1) or an agreed upon amount by both parties, to supply toner beyond the installed toner which shall be kept at COUNTY'S location)

BB-7 COUNTY must ensure that devices are connected to the COUNTY network for purposes of monitoring. The COUNTY may identify devices that are not connected to a network but require services under this agreement.

BB-8 All devices under print managed services may include replenishment of consumables in a timely matter to avoid any downtime that the device is non-operational depending on the type of print managed services the Department/Agencies select. The specific responsibility of replenishment of consumables will be set forth in a Statement of Work.

CC. COMSUMABLES/SUPPLIES/PARTS (INCLUDES TONER, INK AND DRUMS)

CONTRACTOR is required to provide original equipment manufacturer (OEM) for all consumable supplies and/or parts. For any reason the CONTRACTOR is not able to provide OEM consumable supplies and/or parts, the CONTRACTOR must notify the COUNTY. Any alternatives must be approved by the COUNTY prior to use.

CC-1 Consumable such as toner and/or ink shall be shipped directly to the COUNTY at no additional cost. The COUNTY will not provide storage for any consumable supplies and/or parts. It is the intent that networked devices monitored under maintenance or print managed services have the capability to managing consumable supply orders as needed. It will be at the discretion of the COUNTY department if automatic consumables (toner/ink) ordering will be approved for use.

DD. TECHNICIANS:

Technician's performance standards have been established by the County and must be maintained. Failure to meet these requirements may disqualify your bid or if awarded the contract, may result in the termination of maintenance contract.

DD-1 Technicians must be certified by manufacture in all equipment training and repair services. Failure to maintain certified Technicians will be grounds for cancellation of contract.

DD-2 Technicians must be able to perform a full range of servicing and repair service which include but not limited to diagnostics, troubleshooting, installation, removal, replacement of parts, provide training, and configuration.

EE. HELP DESK, TELEPHONE and ONLINE TECHNICAL SUPPORT:

EE.1 CONTRACTOR shall provide 7 am to 6 pm PST/PDT Monday through Friday telephone technical support, and online technical support through the Internet in the event of problems or questions concerning operation of manufacturer's equipment and software delivered and installed at the user site. Response to telephone calls shall be within one (1) working hour of all contracted services and products delivered. CONTRACTOR must provide an 800 number and sufficient phone lines to handle a minimum of six (6) concurrent COUNTY calls. If services are subcontracted, the subcontractor name and location of its offices must be provided in the bid .CONTRACTOR shall provide a help desk to support manufacturer's COUNTY installations. CONTRACTOR shall log all help desk calls and provide reports on a monthly basis to Purchasing Department and on request by other COUNTY departments. These reports shall include:

- EE-1.1 Date/time of call
- EE-1.2 Location of problem
- EE-1.3 Stated problem
- EE-1.4 Stated repair/solution
- EE-1.5 Response time of CONTRACTOR to the call
- EE-1.6 Repair time

EE.2 CONTRACTOR must establish a service level agreement based on the COUNTY's hardware experience. Failure to meet the terms of the service level agreement will be grounds for cancellation of contract.

FF. SECURITY

CONTRACTOR must provide security features or options for all equipment. Due to confidential files and reports, departments may request special security features to ensure the protection of the County.

GG. EXISTING MAINTENANCE CONTRACTS:

The COUNTY, at its option, may elect to change the maintenance contracts on existing County owned devices to the CONTRACTOR authorized to service within the awarded list of CONTRACTORS for this service. The COUNTY may seek services outside of the awarded CONTRACTORS for any reason.

HH. AUTHORIZED THIRD-PARTY MAINTENANCE:

CONTRACTOR or their agents must be authorized by the manufacturer to repair its products and honor the conditions during the warranty period. The CONTRACTOR must submit letters from the manufacturers proposed for use to the COUNTY showing the CONTRACTOR is authorized to repair those products. CONTRACTOR shall maintain these maintenance agreements in good standing for the term of the contract.

Exhibit B- Payment Provisions

1.0 Pricing Must Include When Applicable:

- 1.1. All parts and onsite maintenance provided by factory trained technicians
- 1.2. All consumable supplies (i.e. toner, fuser, drums, waste containers), excluding paper
- 1.3. All new copiers / printers shipping cost (delivery and removal at lease end)
- 1.4. All shipping of consumable supplies
- 1.5. Continual education and network analyst services for entire lease length
- 1.6. All copies/prints must be billed at the same rate regardless of page size and area coverage (11"x17" will be charged as two copies/prints)
- 1.7. No charge for scanning, emailing, or sending faxes
- 1.8. Customer replaceable units for optimal uptime and reliability (toners, fusers, etc., must be easy and fast to replace) without technician assistance.
- 1.9. 36, 48, or 60 month fair market value lease; must include all property tax

2.0 EQUIPMENT PURCHASES

All equipment purchases will be approved by the COUNTY for purchasing through the CONTRACTOR. The COUNTY may utilize existing hardware contracts for purchases of equipment and services not sold through CONTRACTOR direct.

3.0 CONTRACTOR SERVICES THROUGH RESELLERS

All services will be direct through the CONTRACTOR unless otherwise agreed upon by the COUNTY from authorized service providers approved by the CONTRACTOR. The COUNTY may utilize existing service contracts for purchases of equipment and services not sold through CONTRACTOR direct.

4.0 CONTRACTOR SERVICES DIRECT –CONTRACTOR SERVICE AGREEMENT FORM

Services offered direct from the CONTRACTOR will be required to complete the Contractor Service Agreement Forms prior to obtaining services. Each Contractor Services Agreement will be formatted to the requestor with a term of either 36, 48, or 60 months. Terms from "Attachment III-Contractor Service Agreement Forms" shall apply unless otherwise agreed upon by the COUNTY.

PURCHASE, MAINTENANCE, PRINT MANAGEMENT SERVICES FEES:

The cost provided may differ from schedule(s) on a lease, rental, maintenance or print management services. Schedules are to be determined and approved by the County at time of request for products and/or services.

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BLK/WHT MFD:

CPM10 MONTH VOLUME 0-2,500	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$769.00
MODEL	Ricoh MP 171
FEATURES	Network Install =\$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$22.50
Unit Overage Cost X 10%	\$2.25
Sub Total (Monthly)	\$24.75
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$1,485.00
Additional cost of features	
Total Cost -(BASE PRICE X Annual Maintenance cost)	
Print Management Solution (FIXED SERVICE CHARGE)	
\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.	
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$16.20
Annual Maintenance Base Cost (60 months)	\$972.00
Cost per Click (B&W)	\$0.009
With Max. Volume Commitment (Lease)	
Max. Volume	16.2 / 38.70
Cost per Click (B&W)	\$0.009
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$21.00
Annual Maintenance Base Cost (60 months)	\$1,260.00
Cost per Click (B&W)	\$0.01
With Max. Volume Commitment (Rental)	
Max. Volume	\$42.50
Cost per Click (B&W)	\$0.01
CPM20 MONTH VOLUME 2,500 to 5,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$969.00
MODEL	Ricoh MP 201SPF
FEATURES	Network Install =\$0.00

FEATURES (not met per specs)		
Unit Monthly Volume Maint. Cost		\$45.00
Unit Overage Cost X 10%		\$4.50
Sub Total (Monthly)		\$49.50
Warranty		90 DAYS
Annual Maintenance Cost (60 months)		\$2,970.00
Additional cost of features		
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)		\$3,939.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.	
Lease (No Volume Commitment)		
Unit Monthly Maint. Base		\$20.00
Annual Maintenance Base Cost (60 months)		\$1,200.00
Cost per Click (B&W)		\$0.009
With Max. Volume Commitment (Lease)		
Max. Volume		\$60.00
Cost per Click (B&W)		\$0.008
Rental (No Volume Commitment)		
Unit Monthly Maint. Base		\$25.00
Annual Maintenance Base Cost (60 months)		\$1,500.00
Cost per Click (B&W)		\$0.009
With Max. Volume Commitment (Rental)		
Max. Volume		\$65.00
Cost per Click (B&W)		\$0.008
CPM 25 MONTH VOLUME 5,000 TO 10,000		
OUTRIGHT PURCHASE		
Base Price Outright Purchase		\$2,120.00
MODEL		MP2554
FEATURES		Network Install = \$0.00
FEATURES (not met per specs)		
Unit Monthly Volume Maint. Cost		\$76.00
Unit Overage Cost X 10%		\$7.60
Sub Total (Monthly)		\$83.60
Warranty		90 DAYS

Annual Maintenance Cost (60 months)	\$5,016.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$7,136.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$44.00
Annual Maintenance Base Cost (60 months)	\$2,640.00
Cost per Click (B&W)	\$0.0076
With Max. Volume Commitment (Lease)	
Max. Volume	\$113.00
Cost per Click (B&W)	\$0.0069
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$56.00
Annual Maintenance Base Cost (60 months)	\$3,360.00
Cost per Click (B&W)	\$0.0076
With Max. Volume Commitment (Rental)	
Max. Volume	\$169.00
Cost per Click (B&W)	\$0.0069
CPM 28 MONTH VOLUME 10,000 TO 20,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$2,890.00
MODEL	Ricoh USA MP3054
FEATURES	Network Install = \$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$148.00
Unit Overage Cost X 10%	\$14.80
Sub Total (Monthly)	\$162.80
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$9,768.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$12,658.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	

Unit Monthly Maint. Base	\$60.00
Annual Maintenance Base Cost (60 months)	\$3,600.00
Cost per Click (B&W)	\$0.0074
With Max. Volume Commitment (Lease)	
Max. Volume	\$190.00
Cost per Click (B&W)	\$0.0065
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$75.00
Annual Maintenance Base Cost (60 months)	\$4,500.00
Cost per Click (B&W)	\$0.0074
With Max. Volume Commitment (Rental)	
Max. Volume	\$205.00
Cost per Click (B&W)	\$0.0065
CPM 35 MONTH VOLUME 20,000 TO 30,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$2,919.00
MODEL	Ricoh USA MP3554
FEATURES	Network Install =\$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$222.00
Unit Overage Cost X 10%	\$22.00
Sub Total (Monthly)	\$244.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$14,640.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$17,559.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$61.00
Annual Maintenance Base Cost (60 months)	\$3,660.00
Cost per Click (B&W)	\$0.0074
With Max. Volume Commitment (Lease)	
Max. Volume	\$241.00
Cost per Click (B&W)	\$0.0065
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$76.00

Annual Maintenance Base Cost (60 months)	\$4,560.00
Cost per Click (B&W)	\$0.0074
With Max. Volume Commitment (Rental)	
Max. Volume	\$286.00
Cost per Click (B&W)	\$0.0065
CPM 45 MONTH VOLUME 30,000 TO 40,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$3,466.00
MODEL	Ricoh MP5054
FEATURES	Network Install =\$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$240.00
Unit Overage Cost X 10%	\$24.00
Sub Total (Monthly)	\$264.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$15,840.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$19,306.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$76.00
Annual Maintenance Base Cost (60 months)	\$4,560.00
Cost per Click (B&W)	\$0.0055
With Max. Volume Commitment (Lease)	
Max. Volume	\$276.00
Cost per Click (B&W)	\$0.005
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$95.00
Annual Maintenance Base Cost (60 months)	\$5,700.00
Cost per Click (B&W)	\$0.0055
With Max. Volume Commitment (Rental)	
Max. Volume	\$295.00
Cost per Click (B&W)	\$0.005
CPM 50 MONTH VOLUME 45,000 TO 50,000	
OUTRIGHT PURCHASE	

Base Price Outright Purchase	\$3,466.00
MODEL	Ricoh MP5054
FEATURES	Network Install =\$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$300.00
Unit Overage Cost X 10%	\$30.00
Sub Total (Monthly)	\$330.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$19,800.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$23,266.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$76.00
Annual Maintenance Base Cost (60 months)	\$4,560.00
Cost per Click (B&W)	\$0.0055
With Max. Volume Commitment (Lease)	
Max. Volume	\$326.00
Cost per Click (B&W)	\$0.005
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$95.00
Annual Maintenance Base Cost (60 months)	\$5,700.00
Cost per Click (B&W)	\$0.0055
With Max. Volume Commitment (Rental)	
Max. Volume	\$345.00
Cost per Click (B&W)	\$0.005
CPM 60 MONTH VOLUME 50,000 TO 60,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$4,330.00
MODEL	Ricoh MP6054
FEATURES	Network Install =\$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$270.00
Unit Overage Cost X 10%	\$27.00
Sub Total (Monthly)	\$297.00

Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$17,820.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$22,150.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$91.00
Annual Maintenance Base Cost (60 months)	\$5,460.00
Cost per Click (B&W)	\$0.0045
With Max. Volume Commitment (Lease)	
Max. Volume	\$331.00
Cost per Click (B&W)	\$0.004
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$114.00
Annual Maintenance Base Cost (60 months)	\$6,840.00
Cost per Click (B&W)	\$0.0045
With Max. Volume Commitment (Rental)	
Max. Volume	\$354.00
Cost per Click (B&W)	\$0.004
CPM 72 MONTH VOLUME 60,000 TO 75,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$7,990.00
MODEL	Ricoh MP7502SP
FEATURES	Network Install =\$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$330.00
Unit Overage Cost X 10%	\$33.00
Sub Total (Monthly)	\$363.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$21,780.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$29,770.00

Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)		
Unit Monthly Maint. Base		\$165.00
Annual Maintenance Base Cost (60 months)		\$9,900.00
Cost per Click (B&W)		\$0.0044
With Max. Volume Commitment (Lease)		
Max. Volume		\$465.00
Cost per Click (B&W)		\$0.004
Rental (No Volume Commitment)		
Unit Monthly Maint. Base		\$206.00
Annual Maintenance Base Cost (60 months)		\$12,360.00
Cost per Click (B&W)		\$0.0044
With Max. Volume Commitment (Rental)		
Max. Volume		\$509.00
Cost per Click (B&W)		\$0.004
CPM 80 MONTH VOLUME 75,000 TO 100,000		
OUTRIGHT PURCHASE		
Base Price Outright Purchase		\$9,690.00
MODEL		Ricoh USA MP9002SP
FEATURES		Network Install = \$0.00
FEATURES (not met per specs)		
Unit Monthly Volume Maint. Cost		\$400.00
Unit Overage Cost X 10%		\$40.00
Sub Total (Monthly)		\$440.00
Warranty		90 DAYS
Annual Maintenance Cost (60 months)		\$26,400.00
Additional cost of features		
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)		\$36,090.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)		
Unit Monthly Maint. Base		\$200.00
Annual Maintenance Base Cost (60 months)		\$12,000.00
Cost per Click (B&W)		\$0.004
With Max. Volume Commitment (Lease)		

Max. Volume	\$580.00
Cost per Click (B&W)	\$0.0038
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$250.00
Annual Maintenance Base Cost (60 months)	\$15,000.00
Cost per Click (B&W)	\$0.004
With Max. Volume Commitment (Rental)	
Max. Volume	\$630.00
Cost per Click (B&W)	\$0.0038

\$6.75 per device Management Fee is based on a 50 asset minimum under management agreement.

Lease payments quoted (contracted with or without Managed Services) are priced under the assumption that the 60 month lease schedules for these assets are non-cancellable. This is due to the fact that both lease and rental payments were requested.

COLOR MFD:

CPM10 MONTH VOLUME 0-2,500		
OUTRIGHT PURCHASE		
Base Price Outright Purchase		\$2,650.00
MODEL		Ricoh MPC2003
FEATURES		Network Install
FEATURES (not met per specs)		\$0.00
Unit Monthly Volume Maint. Cost		\$18.25
Unit Overage Cost X 10%		\$1.83
Color Cost (10%)		\$14.50
Sub Total (Monthly)		\$34.58
Warranty		90 DAYS
Annual Maintenance Cost (60 months)		\$2,074.80
Additional cost of features		
Total Cost -(BASE PRICE X Annual Maintenance cost)		\$4,724.80
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)		
	Unit Monthly Maint. Base	\$55.00
	Annual Maintenance Base Cost (60 months)	\$3,300.00
	Cost per Click (B&W)	\$0.007
	Cost per Click (Color)	\$0.058
With Max. Volume Commitment (Lease)		
	Max. Volume	\$72.00
	Cost per Click (B&W)	\$0.0068
	Cost per Click (Color)	\$0.058
Rental (No Volume Commitment)		
	Unit Monthly Maint. Base	\$69.00
	Annual Maintenance Base Cost (60 months)	\$4,140.00
	Cost per Click (B&W)	\$0.007
	Cost per Click (Color)	\$0.058
With Max. Volume Commitment (Rental)		
	Max. Volume	\$86.00
	Cost per Click (B&W)	\$0.0068
	Cost per Click (B&W)	\$0.058
CPM20 MONTH VOLUME 2,500 to 5,000		

OUTRIGHT PURCHASE		
Base Price Outright Purchase		\$2,650.00
MODEL		Ricoh MPC2003
FEATURES		Network Install
FEATURES (not met per specs)		\$0.00
		\$36.50
Unit Overage Cost X 10%		\$3.65
Color Cost (10%)		\$14.50
Sub Total (Monthly)		\$54.65
Warranty		90 DAYS
Annual Maintenance Cost (60 months)		\$3,279.00
Additional cost of features		
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)		\$5,929.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)		
	Unit Monthly Maint. Base	\$55.00
	Annual Maintenance Base Cost (60 months)	\$3,300.00
	Cost per Click (B&W)	\$0.007
	Cost per Click (Color)	\$0.058
With Max. Volume Commitment (Lease)		
	Max. Volume	\$87.00
	Cost per Click (B&W)	\$0.0064
	Cost per Click (Color)	\$0.058
Rental (No Volume Commitment)		
	Unit Monthly Maint. Base	\$69.00
	Annual Maintenance Base Cost (60 months)	\$4,140.00
	Cost per Click (B&W)	\$0.007
	Cost per Click (Color)	\$0.058
With Max. Volume Commitment (Rental)		
	Max. Volume	\$86.00
	Cost per Click (B&W)	\$0.0064
	Cost per Click (B&W)	\$0.058
CPM 25 MONTH VOLUME 5,000 TO 10,000		

OUTRIGHT PURCHASE		
Base Price Outright Purchase		\$2,990.00
MODEL		Ricoh MPC2503
FEATURES		Network Install
FEATURES (not met per specs)		\$0.00
Unit Monthly Volume Maint. Cost		\$73.00
Unit Overage Cost X 10% COLOR=.054 / BW=0.0073		\$7.30
Color Cost (10%)		\$58.00
Sub Total (Monthly)		\$138.30
Warranty		90 DAYS
Annual Maintenance Cost (60 months)		\$8,298.00
Additional cost of features		
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)		\$11,288.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)		
	Unit Monthly Maint. Base	\$63.00
	Annual Maintenance Base Cost (60 months)	\$3,780.00
	Cost per Click (B&W)	\$0.0068
	Cost per Click (Color)	\$0.054
With Max. Volume Commitment (Lease)		
	Max. Volume	\$123.00
	Cost per Click (B&W)	\$0.006
	Cost per Click (Color)	\$0.054
Rental (No Volume Commitment)		
	Unit Monthly Maint. Base	\$79.00
	Annual Maintenance Base Cost (60 months)	\$4,740.00
	Cost per Click (B&W)	\$0.0068
	Cost per Click (Color)	\$0.054
With Max. Volume Commitment (Rental)		
	Max. Volume	\$139.00
	Cost per Click (B&W)	\$0.006
	Cost per Click (B&W)	\$0.054
CPM 28 MONTH VOLUME 10,000 TO 20,000		
OUTRIGHT PURCHASE		
Base Price Outright Purchase		\$3,412.50

MODEL	Ricoh MPC3003
FEATURES	Network Install \$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$146.00
Unit Overage Cost X 10%	\$14.60
Color Cost (10%)	\$104.00
Sub Total (Monthly)	\$264.60
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$15,876.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$19,288.50
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$71.00
Annual Maintenance Base Cost (60 months)	\$4,260.00
Cost per Click (B&W)	\$0.0068
Cost per Click (Color)	\$0.048
With Max. Volume Commitment (Lease)	
Max. Volume	\$199.00
Cost per Click (B&W)	\$0.0064
Cost per Click (Color)	\$0.048
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$89.00
Annual Maintenance Base Cost (60 months)	\$5,340.00
Cost per Click (B&W)	\$0.0068
Cost per Click (Color)	\$0.048
With Max. Volume Commitment (Rental)	
Max. Volume	\$218.00
Cost per Click (B&W)	\$0.0064
Cost per Click (B&W)	\$0.048
CPM 35 MONTH VOLUME 20,000 TO 30,000	
OUTRIGHT PURCHASE	

Base Price Outright Purchase	\$4,065.60
MODEL	Ricoh MPC3503
FEATURES	Network Install \$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$240.00
Unit Overage Cost X 10%	\$24.00
Color Cost (10%)	\$156.00
Sub Total (Monthly)	\$420.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$25,200.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$29,265.60
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$89.00
Annual Maintenance Base Cost (60 months)	\$5,340.00
Cost per Click (B&W)	\$0.0068
Cost per Click (Color)	\$0.046
With Max. Volume Commitment (Lease)	
Max. Volume	\$269.00
Cost per Click (B&W)	\$0.0060
Cost per Click (Color)	\$0.046
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$112.00
Annual Maintenance Base Cost (60 months)	\$6,720.00
Cost per Click (B&W)	\$0.0068
Cost per Click (Color)	\$0.046
With Max. Volume Commitment (Rental)	
Max. Volume	\$292.00
Cost per Click (B&W)	\$0.0060
Cost per Click (B&W)	\$0.046
CPM 45 MONTH VOLUME 30,000 TO 40,000	
OUTRIGHT PURCHASE	

Base Price Outright Purchase	\$4,200.00
MODEL	Ricoh MPC4503
FEATURES	Network Install
FEATURES (not met per specs)	\$0.00
Unit Monthly Volume Maint. Cost	\$320.00
Unit Overage Cost X 10%	\$20.00
Color Cost (10%)	\$192.00
Sub Total (Monthly)	\$532.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$31,920.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$36,120.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$92.00
Annual Maintenance Base Cost (60 months)	\$5,520.00
Cost per Click (B&W)	\$0.0065
Cost per Click (Color)	\$0.044
With Max. Volume Commitment (Lease)	
Max. Volume	\$324.00
Cost per Click (B&W)	\$0.0058
Cost per Click (Color)	\$0.044
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$115.00
Annual Maintenance Base Cost (60 months)	\$6,900.00
Cost per Click (B&W)	\$0.0065
Cost per Click (Color)	\$0.044
With Max. Volume Commitment (Rental)	
Max. Volume	\$347.00
Cost per Click (B&W)	\$0.0058
Cost per Click (B&W)	\$0.044
CPM 50 MONTH VOLUME 40,000 TO 50,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$5,998.00

MODEL	Ricoh MPC5503
FEATURES	Network Install \$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$400.00
Unit Overage Cost X 10%	\$40.00
Color Cost (10%)	\$240.00
Sub Total (Monthly)	\$680.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$40,800.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$46,798.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$125.00
Annual Maintenance Base Cost (60 months)	\$7,500.00
Cost per Click (B&W)	\$0.006
Cost per Click (Color)	\$0.04
With Max. Volume Commitment (Lease)	
Max. Volume	\$375.00
Cost per Click (B&W)	\$0.005
Cost per Click (Color)	\$0.044
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$156.00
Annual Maintenance Base Cost (60 months)	\$9,360.00
Cost per Click (B&W)	\$0.006
Cost per Click (Color)	\$0.04
With Max. Volume Commitment (Rental)	
Max. Volume	\$405.00
Cost per Click (B&W)	\$0.005
Cost per Click (B&W)	\$0.044
CPM 60 MONTH VOLUME 50,000 TO 60,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$7,390.00
MODEL	Ricoh MPC6003

FEATURES	Network Install
FEATURES (not met per specs)	\$0.00
Unit Monthly Volume Maint. Cost	\$480.00
Unit Overage Cost X 10%	\$48.00
Color Cost (10%)	\$288.00
Sub Total (Monthly)	\$816.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$48,960.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$56,350.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$155.00
Annual Maintenance Base Cost (60 months)	\$9,300.00
Cost per Click (B&W)	\$0.005
Cost per Click (Color)	\$0.0380
With Max. Volume Commitment (Lease)	
Max. Volume	\$395.00
Cost per Click (B&W)	\$0.0040
Cost per Click (Color)	\$0.0380
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$194.00
Annual Maintenance Base Cost (60 months)	\$11,640.00
Cost per Click (B&W)	\$0.005
Cost per Click (Color)	\$0.0380
With Max. Volume Commitment (Rental)	
Max. Volume	\$434.00
Cost per Click (B&W)	\$0.0040
Cost per Click (B&W)	\$0.0380
CPM 72 MONTH VOLUME 60,000 TO 75,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$11,995.00
MODEL	Ricoh MPC8002SP

FEATURES	Network Install
FEATURES (not met per specs)	\$0.00
Unit Monthly Volume Maint. Cost	\$450.00
Unit Overage Cost X 10%	\$45.00
Color Cost (10%)	\$322.50
Sub Total (Monthly)	\$817.50
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$49,050.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$61,045.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$249.00
Annual Maintenance Base Cost (60 months)	\$14,940.00
Cost per Click (B&W)	\$0.0048
Cost per Click (Color)	\$0.0360
With Max. Volume Commitment (Lease)	
Max. Volume	\$534.00
Cost per Click (B&W)	\$0.0038
Cost per Click (Color)	\$0.0360
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$312.00
Annual Maintenance Base Cost (60 months)	\$18,720.00
Cost per Click (B&W)	\$0.0048
Cost per Click (Color)	\$0.0360
With Max. Volume Commitment (Rental)	
Max. Volume	\$597.00
Cost per Click (B&W)	\$0.0038
Cost per Click (B&W)	\$0.0360
CPM 80 MONTH VOLUME 75,000 TO 100,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$11,995.00
MODEL	Ricoh MPC8002SP
FEATURES	Network Install

	\$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$450.00
Unit Overage Cost X 10%	\$45.00
Color Cost (10%)	\$322.50
Sub Total (Monthly)	\$817.50
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$49,050.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$61,045.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$249.00
Annual Maintenance Base Cost (60 months)	\$14,940.00
Cost per Click (B&W)	\$0.0048
Cost per Click (Color)	\$0.0360
With Max. Volume Commitment (Lease)	
Max. Volume	\$599.00
Cost per Click (B&W)	\$0.0035
Cost per Click (Color)	\$0.0360
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$312.00
Annual Maintenance Base Cost (60 months)	\$18,720.00
Cost per Click (B&W)	\$0.0048
Cost per Click (Color)	\$0.0360
With Max. Volume Commitment (Rental)	
Max. Volume	\$660.00
Cost per Click (B&W)	\$0.0035
Cost per Click (B&W)	\$0.0360

\$6.75 per device Management Fee is based on a 50 asset minimum under management agreement

Lease payments quoted (contracted with or without Managed Services) are priced under the assumption that the 60 month lease schedules for these assets are non-cancellable. This is due to the fact that both lease and rental payments were requested.

FAX:

FAX very low 300 S & 100 R		
Base Price Outright Purchase		\$579.00
RENTAL		\$17.50
MODEL		Ricoh FAX3320L
Annual Maintenance cost		\$220.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease		
	Unit Monthly Maint.	\$13.50
	Annual Maintenance Cost (60 months)	\$810.00
Rental		
	Unit Monthly Maint.	\$17.50
	Annual Maintenance Cost (60 months)	\$1,050.00
FAX low 1000 S & 500 R		
Base Price Outright Purchase		\$579.00
RENTAL		\$17.50
MODEL		Ricoh FAX3320L
Annual Maintenance cost		\$220.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease		
	Unit Monthly Maint.	\$13.50
	Annual Maintenance Cost (60 months)	\$810.00
Rental		
	Unit Monthly Maint.	\$17.50
	Annual Maintenance Cost (60 months)	\$1,050.00
FAX med 3000 S & 2000 R		
Base Price Outright Purchase		\$839.00
RENTAL		\$25.00
MODEL		Ricoh FAX4430NF
Annual Maintenance cost		\$220.00

Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease		
	Unit Monthly Maint.	\$19.50
	Annual Maintenance Cost (60 months)	\$1,170.00
Rental		
	Unit Monthly Maint.	\$25.00
	Annual Maintenance Cost (60 months)	\$1,500.00
FAX high 5000 S & 4000 R		
	Base Price Outright Purchase	\$839.00
	RENTAL	\$25.00
	MODEL	Ricoh FAX4430NF
	Annual Maintenance cost	\$220.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease		
	Unit Monthly Maint.	\$19.50
	Annual Maintenance Cost (60 months)	\$1,170.00
Rental		
	Unit Monthly Maint.	\$25.00
	Annual Maintenance Cost (60 months)	\$1,500.00
FAX very high 8000 S & 6000 R		
	Base Price Outright Purchase	\$839.00
	RENTAL	\$25.00
	MODEL	Ricoh FAX4430NF
	Annual Maintenance cost	\$220.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease		
	Unit Monthly Maint.	\$19.50
	Annual Maintenance Cost (60 months)	\$1,170.00
Rental		

Unit Monthly Maint.	\$25.00
Annual Maintenance Cost (60 months)	\$1,500.00
<p>\$6.75 per device Management Fee is based on a 50 asset minimum under management agreement</p> <p>Lease payments quoted (contracted with or without Managed Services) are priced under the assumption that the 60 month lease schedules for these assets are non-cancellable. This is due to the fact that both lease and rental payments were requested.</p>	

SCANNERS:

SCANNER LOW blk/wht		
Base Price Outright Purchase		\$192.00
RENTAL		N/A
MODEL		Fujitsu S1100
Annual Maintenance cost		Warranty Only
Print Management Solution (FIXED SERVICE CHARGE)		Not MPS Eligible
Lease		
	Unit Monthly Maint.	\$5.00
	Annual Maintenance Cost (60 months)	\$300.00
Rental		
	Unit Monthly Maint.	\$7.00
	Annual Maintenance Cost (60 months)	\$420.00
SCANNER HIGH blk/wht		
Base Price Outright Purchase		\$950.00
RENTAL		\$28.00
MODEL		Fujitsu Fi 6110
Print Management Solution (FIXED SERVICE CHARGE)		Not MPS Eligible
Lease		
	Unit Monthly Maint.	\$22.00
	Annual Maintenance Cost (60 months)	\$1,320.00
Rental		
	Unit Monthly Maint.	\$28.00
	Annual Maintenance Cost (60 months)	\$1,680.00
SCANNER LOW color		
Base Price Outright Purchase		\$192.00
RENTAL		N/A
MODEL		Fujitsu S1100

Annual Maintenance cost	Warranty Only
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease	
Unit Monthly Maint.	\$5.00
Annual Maintenance Cost (60 months)	\$300.00
Rental	
Unit Monthly Maint.	\$7.00
Annual Maintenance Cost (60 months)	\$420.00
SCANNER HIGH color	
Base Price Outright Purchase	\$950.00
RENTAL	\$28.00
MODEL	Fujitsu Fi 6110
Annual Maintenance cost	
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease	
Unit Monthly Maint.	\$22.00
Annual Maintenance Cost (60 months)	\$1,320.00
Rental	
Unit Monthly Maint.	\$28.00
Annual Maintenance Cost (60 months)	\$1,680.00
\$6.75 per device Management Fee is based on a 50 asset minimum under management agreement	
Lease payments quoted (contracted with or without Managed Services) are priced under the assumption that the 60 month lease schedules for these assets are non-cancellable. This is due to the fact that both lease and rental payments were requested.	

PLOTTERS:

42 inch plotters (blk/wht) low volume		
Base Price Outright Purchase		\$3,995.00
MODEL		Epson SC T 7270
FEATURES		Single Roll
LEASE COST		\$94.00
Annual Maint. Cost with supplies		N/A
Annual Maint. Cost without supplies		\$600.00
Extended Warranty		\$600.00
Total Cost -(BASE PRICE + Annual Maintenance cost)		\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)		Not MPS Eligible
Lease (No Volume Commitment)		
Unit Monthly Maint. Base		\$94.00
Annual Maintenance Base Cost (60 months)		\$5,640.00
Cost per Click (B&W)		N/A
With Max. Volume Commitment (Lease)		
Max. Volume		N/A
Cost per Click (B&W)		N/A
Rental (No Volume Commitment)		
Unit Monthly Maint. Base		N/A
Annual Maintenance Base Cost (60 months)		N/A
Cost per Click (B&W)		N/A
With Max. Volume Commitment (Rental)		
Max. Volume		N/A
Cost per Click (B&W)		N/A
42 inch plotters (blk/wht) low & high volume		
Base Price Outright Purchase		\$3,995.00
MODEL		Epson SC T 7270
FEATURES		Single Roll
LEASE COST		\$94.00
Annual Maint. Cost with supplies		N/A
Annual Maint. Cost without supplies		\$600.00
Extended Warranty		\$600.00

Total Cost -(BASE PRICE X Annual Maintenance cost)	\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$94.00
Annual Maintenance Base Cost (60 months)	\$5,640.00
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Lease)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	N/A
Annual Maintenance Base Cost (60 months)	N/A
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Rental)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
42 inch plotters (blk/wht) high volume	
Base Price Outright Purchase	\$3,995.00
MODEL	Epson SC T 7270
FEATURES	Single Roll
LEASE COST	\$94.00
Annual Maint. Cost with supplies	N/A
Annual Maint. Cost without supplies	\$600.00
Extended Warranty	\$600.00
Total Cost -(BASE PRICE + Annual Maintenance cost)	\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$94.00
Annual Maintenance Base Cost (60 months)	\$5,640.00
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Lease)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	N/A

Annual Maintenance Base Cost (60 months)	N/A
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Rental)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
42 inch plotters color low & high volume	
Base Price Outright Purchase	\$3,995.00
MODEL	Epson SC T 7270
FEATURES	Single Roll
LEASE COST	\$94.00
Annual Maint. Cost with supplies	N/A
Annual Maint. Cost without supplies	\$600.00
Extended Warranty	\$600.00
Total Cost -(BASE PRICE + Annual Maintenance cost)	\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$94.00
Annual Maintenance Base Cost (60 months)	\$5,640.00
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Lease)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	N/A
Annual Maintenance Base Cost (60 months)	N/A
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Rental)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
42 inch plotters color low & high volume	
Base Price Outright Purchase	\$3,995.00
MODEL	Epson SC T 7270
FEATURES	Single Roll
LEASE COST	\$94.00

Annual Maint. Cost with supplies	N/A
Annual Maint. Cost without supplies	\$600.00
Extended Warranty	\$600.00
Total Cost -(BASE PRICE X Annual Maintenance cost)	\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$94.00
Annual Maintenance Base Cost (60 months)	\$5,640.00
Cost per Click (B&W)	N/A
With Max. Volume Commitment (Lease)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	N/A
Annual Maintenance Base Cost (60 months)	N/A
Cost per Click (B&W)	N/A
With Max. Volume Commitment (Rental)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
42 inch plotters color high volume	
Base Price Outright Purchase	\$3,995.00
MODEL	Epson SC T 7270
FEATURES	Single Roll
LEASE COST	\$94.00
Annual Maint. Cost with supplies	N/A
Annual Maint. Cost without supplies	\$600.00
Extended Warranty	\$600.00
Total Cost -(BASE PRICE + Annual Maintenance cost)	\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$94.00

Annual Maintenance Base Cost (60 months)	\$5,640.00
Cost per Click (B&W)	N/A
With Max. Volume Commitment (Lease)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	N/A
Annual Maintenance Base Cost (60 months)	N/A
Cost per Click (B&W)	N/A
With Max. Volume Commitment (Rental)	
Max. Volume	N/A
Cost per Click (B&W)	N/A

\$6.75 per device Management Fee is based on a 50 asset minimum under management agreement

Lease payments quoted (contracted with or without Managed Services) are priced under the assumption that the 60 month lease schedules for these assets are non-cancellable. This is due to the fact that both lease and rental payments were requested.

Attachment I**MULTIFUNCTIONAL DEVICE STANDARDS**

The following standards are County wide and facilitated through the County of Riverside Information Technology Department. Please note the County continuously updates hardware and software standards as technology evolves and may revise its standards at any time which will be the sole responsibility of the CONTRACTOR to ensure they meet the current listing.

Listing below RCIT_StrategicPlan_FY1516_12-09-15

County of Riverside Technology Standards	
Desktop/Laptop Software	Standard
Operating System	Microsoft Windows 7
Web Browser	Microsoft Internet Explorer /Firefox
Word Processing	Microsoft Word 2013
Spreadsheet	Microsoft Excel 2013
Presentation	Microsoft PowerPoint 2013
Local Database	Microsoft Access 2013
Instant Messaging, Presence, Voice, Conferencing, Video	Microsoft Lync 2013/Cisco Jabber
Note Taking, Business Organization, Data Management	Microsoft OneNote 2013
Design and Implementation XML based Electronic Forms	Adobe Forms Central
Local Integrated Messaging and Communication Client	Office 365
Graphical Object Drawing Application	Microsoft Visio 2013
Project Management	Microsoft Project 2013
Desktop Virus/Spam Management	Microsoft Endpoint Protection
Document Editing	Adobe Acrobat Professional
Image/Photo Editing	Adobe Photoshop

County of Riverside Technology Standards	
Enterprise Services	Standard
Enterprise Operating System	Windows Server 2012
Enterprise Messaging on Premise or in the Cloud	Office 365
Online Virus /Spam Protection	Symantec
Enterprise Collaboration and Web Platform	Microsoft SharePoint Server 2013
Enterprise Systems Management	Microsoft Systems Center 2012
Enterprise Database Services	Microsoft SQL Server 2012, Oracle 12C (mission critical 24x7)
Web-based App Development Tool	MS Visual Studio Builder
Document Management	Laserfiche
Electronic Plan Review	Bluebeam Revu
Mobile Data Management	Microsoft EMS/Intune
Online Services	Standard
Identity Management	Microsoft Active Directory/Forefront Identify Manager (FIM)
Cloud based Desktop Applications	Office 365
Application Hosting	Microsoft Azure
Geographic Information	Standard
GIS Tools	ESRI ArcGIS
Open Data	Standard
Open Data Platform	Socrata
Hardware	Standard
Desktop/Laptop	HP/Dell
Rugged Laptop/Mobile Data Computer	Panasonic/Getac
Printer	HP/Ricoh(MFC)
Tablet	Microsoft Surface/Apple iPad
Server	HP/Dell

Attachment II



TRIAL/LOANER AGREEMENT

The undersigned does hereby lend to the County of Riverside all that personal property (herein referred to as "Equipment"), listed on Attachment "A", which is detailed below and/or attached hereto and incorporated herein by this reference as though fully set forth herein and here at.

The undersigned acknowledges and agrees that the County Department accepting said Equipment will exercise only reasonable care in the protection of the Equipment, it being specifically provided; however, that neither the County nor any of its officers, agents, servants or employees shall assume any liability or responsibility whatever for the equipment in the event of any loss or damage thereto as the result of any occurrence whatsoever by the COUNTY, excluding negligent acts or omissions of the County, its officers, agents, servants and employees.

The undersigned further certifies that he or she is authorized to execute this document for and on the behalf of the person, firm or corporation designated immediately below the signature hereof, and agrees to and accepts all of the other terms and conditions hereof, and does further acknowledge and agree that no other terms or conditions whatsoever shall apply to the loan of Equipment hereunder without the prior written consent of the Riverside County Purchasing Agent.

Unless purchased or otherwise permanently acquired by the County, upon demand of the undersigned or the undersigned's firm, the Equipment shall be returned without cost, loss or liability of any kind, nature or sort whatever to the County, at the convenience of the County. The undersigned does hereby further acknowledge and agree that the acceptance and use of the Equipment creates no obligation whatsoever on the part of the County to acquire said Equipment or any other equipment whatever or at any time from the undersigned or the undersigned's firm except upon the express written agreement of the County, given and made in accordance with any and all applicable legal requirements.

Form 116-323 Rev 6/19/07

Attachment II Cont.

TRIAL/LOANER AGREEMENT

Subject to the terms and conditions above, the items described in Attachment "A" may be loaned to the County.

BY: Purchasing Agent, Asst. Purchasing Agent, or Procurement Contract Specialist

Name	Title	Date
------	-------	------

ACCEPTED BY VENDOR:

Name	Title	Date
------	-------	------

For: _____

Company _____

Address

* Return signed original to Purchasing's Equipment Loan File.

Attachment II Cont.

TRIAL/LOANER AGREEMENT

Attachment A

Vendor shall describe in full all items to be loaned to the County of Riverside:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Form 116-323 Rev 6/19/07

Attachment III

CONTRACTOR SERVICE AGREEMENT FORMS

- **RICOH Master Lease Agreement (Commercial or SLG)**
- **RICOH Master Maintenance and Sale Agreement (Commercial or SLG)**

RICOH

Master Lease Agreement

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Number: _____

CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
Federal Tax ID Number*	Facsimile Number		E-mail Address	

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules: Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine if it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within five (5) business days after any Product is installed.
- Term Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 1.5% or the amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts will be included in your Payment. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. Notwithstanding the foregoing, both parties acknowledge that you may, from time to time, desire to satisfy your payment obligations with respect to certain Products leased by you under this Lease Agreement prior to expiration of the applicable lease term. You may contact us or your Ricoh representative to request Product lease payoff information, as needed. We and your Ricoh representative will work with you in order to confirm the actual terms applicable to the payoff desired. Any actual payoff must be (i) set forth in writing, and (ii) signed by both parties in order to confirm the specific transaction terms. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- Product Location: Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable agreed upon time.
- Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule.
- Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights,

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90285v1

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Customer Notice
Page 1 of 4

remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity Liability and Insurance.** (a) You agree to maintain insurance, through self-insurance or otherwise to cover the Product for all types of loss, including, without limitation, theft in an amount not less than the full replacement value. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title, Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with

you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule, and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product to the extent awarded by a court of competent jurisdiction. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. **Ownership of Product Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal, Return of Product.** AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE MAY RENEW AS AGREED TO BY BOTH PARTIES ON A MONTH-TO-MONTH OR ANNUAL BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH OR ANNUAL RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately make the Product subject to such expired Schedule available to us (or our

designee), in as good condition as when you received it, except for ordinary wear and tear. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is received in good condition and working order by us or our designee. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitutes a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If

we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.

16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE CALIFORNIA YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN CALIFORNIA, THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERR ED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT), TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES. FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFY ING DOCUMENTS.

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) **Non-Appropriation/Non-Substitution.** (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with

- the terms hereof, and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
 - (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
 - (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By <input checked="" type="checkbox"/> _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By <input checked="" type="checkbox"/> _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____ Date: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION			
Full Legal Name			
Address			
City	State	Zip Code	

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an "Order"). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any. The terms of this Master Maintenance & Sale Agreement shall prevail over any conflicting terms of the Riverside County Agreement (Contract ID # RIVCO-60072-015-05/21).

Terms applicable to Service transactions only:

- Services.** (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.
- Service Calls.** Unless otherwise specified in an Order, service calls will be made during 9:00am - 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.
- Term; Early Termination.** Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it may renew for successive twelve (12) month periods agreed upon by both parties unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice.
- Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the

Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/ mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to four percent (4%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment with 30 day written notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh true and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. AMR cannot and does not collect Customer document content. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If the Serviced Product does not have AMR capabilities or Ricoh is unable or elects not to utilize AMR, then Ricoh may (i) require Customer to provide meter readings via designated website, (ii) require submission via telephone, email, or otherwise, or (iii) if neither of the foregoing are utilized, calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If, after repeated billing cycles of estimations, a meter reading is still not provided to Ricoh, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification (Deleted)**

Terms applicable to Product sale transactions only:

10. **Order, Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer may be responsible for all installation, transportation and rigging expenses if agreed upon. Customer agrees to confirm delivery of all Products covered by each Order when the

same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to fifteen percent (15%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All non-saleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within ten (10) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE, IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

15. **Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

19. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

20. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the State of California to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

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