

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3-81

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Riverside County Information Technology and Purchasing And Fleet Services regarding 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., is taken off calendar.

Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on June 21, 2016 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: June 21, 2016
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: Kecia Harper-Ihem Deputy

AGENDA NO.
3-81

xc: RCIT, Purchasing

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE 5/18/16

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

3) **MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that recommendation 1 is approved as recommended and that staff bring back recommendation 2 with more details on June 21, 2016 at 9:00 a.m.

Ayes: Jeffries, Washington and Benoit
 Nays: None
 Absent: Tavaglione and Ashley
 Date: June 7, 2016
 xc: RCIT, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

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

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

3-81

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

PAGE: 2 of 3

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

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DATE: May 18, 2016

PAGE: 3 of 3

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 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

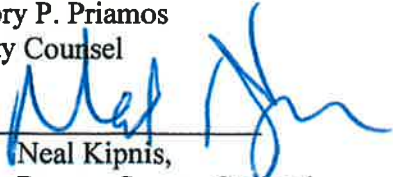
By: 
Neal Kipnis,
Deputy County Counsel

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

Request for Proposal #PUARC-1423A Best and Final Offer

HP pMPS Cost-Per-Page Pricing - Riverside County

B5L26A	HP Color LaserJet Enterprise M553x		Single Function	LaserJet	\$ 0.0153	\$ 0.0574
C2Z71A	HP LaserJet Pro 500 color MFP M570dn		MultiFunction	LaserJet	\$ 0.0172	\$ 0.0775
CD646A	HP LaserJet Enterprise color flow MFP M575c		MultiFunction	LaserJet	\$ 0.0172	\$ 0.0775
CD644A	HP LaserJet Enterprise 500 color MFP M575dn		MultiFunction	LaserJet	\$ 0.0172	\$ 0.0775
CD645A	HP LaserJet Enterprise 500 color MFP M575f		MultiFunction	LaserJet	\$ 0.0172	\$ 0.0775
E6B68A	HP LaserJet Enterprise M604dn Printer		Single Function	LaserJet	\$ 0.0155	
E6B67A	HP LaserJet Enterprise M604n Printer		Single Function	LaserJet	\$ 0.0155	
E6B70A	HP LaserJet Enterprise M605dn Printer		Single Function	LaserJet	\$ 0.0097	
E6B69A	HP LaserJet Enterprise M605n Printer		Single Function	LaserJet	\$ 0.0097	
E6B71A	HP LaserJet Enterprise M605x Printer		Single Function	LaserJet	\$ 0.0097	
E6B72A	HP LaserJet Enterprise M606dn Printer		Single Function	LaserJet	\$ 0.0097	
E6B73A	HP LaserJet Enterprise M606x Printer		Single Function	LaserJet	\$ 0.0097	
B3G85A	HP LaserJet Enterprise MFP M630f		MultiFunction	LaserJet	\$ 0.0117	
J7X28A	HP LaserJet Enterprise MFP M630h		MultiFunction	LaserJet	\$ 0.0117	
B3G86A	HP LaserJet Enterprise Flow MFP M630z		MultiFunction	LaserJet	\$ 0.0117	
C2Z56A	HP Color LaserJet Enterprise M651dn Printer		Single Function	LaserJet	\$ 0.0150	\$ 0.0573
C2Z55A	HP Color LaserJet Enterprise M651n Printer		Single Function	LaserJet	\$ 0.0150	\$ 0.0573
C2Z57A	HP Color LaserJet Enterprise M651xh Printer		Single Function	LaserJet	\$ 0.0150	\$ 0.0573
C2Z48A	HP Color LaserJet Enterprise Multifunction M680dn Printer		MultiFunction	LaserJet	\$ 0.0147	\$ 0.0514
C2Z49A	HP Color LaserJet Enterprise Multifunction M680f Printer		MultiFunction	LaserJet	\$ 0.0147	\$ 0.0514
C2Z50A	HP Color LaserJet Enterprise Flow Multifunction M680z Printer		MultiFunction	LaserJet	\$ 0.0147	\$ 0.0514
CF236A	HP LaserJet Enterprise 700 M712dn		Single Function	LaserJet	\$ 0.0110	
CF235A	HP LaserJet Enterprise 700 M712n		Single Function	LaserJet	\$ 0.0110	
CF238A	HP LaserJet Enterprise 700 M712xh		Single Function	LaserJet	\$ 0.0110	
CF066A	HP LaserJet Enterprise MFP M725dn		MultiFunction	LaserJet	\$ 0.0110	
CF067A	HP LaserJet Enterprise MFP M725f		MultiFunction	LaserJet	\$ 0.0110	
CF068A	HP LaserJet Enterprise MFP M725z		MultiFunction	LaserJet	\$ 0.0110	
CF069A	HP LaserJet Enterprise MFP M725z+		MultiFunction	LaserJet	\$ 0.0110	
D3L09A	HP Color LaserJet Enterprise M750dn <input type="checkbox"/>		Single Function	LaserJet	\$ 0.0188	\$ 0.0643
D3L08A	HP Color LaserJet Enterprise M750n		Single Function	LaserJet	\$ 0.0188	\$ 0.0643
D3L10A	HP Color LaserJet Enterprise M750xh		Single Function	LaserJet	\$ 0.0188	\$ 0.0643
CC522A	HP LaserJet Enterprise 700 color MFP M775dn		MultiFunction	LaserJet	\$ 0.0153	\$ 0.0529
CC523A	HP LaserJet Enterprise 700 color MFP M775f		MultiFunction	LaserJet	\$ 0.0153	\$ 0.0529
CC524A	HP LaserJet Enterprise 700 color MFP M775z		MultiFunction	LaserJet	\$ 0.0153	\$ 0.0529

Request for Proposal #PUARC-1423A Best and Final Offer

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	\$ 0.0677
A2W77A	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
A2W78A	HP Color LaserJet Enterprise M855xh Printer	M855xh	Single Function	LaserJet	\$ 0.0169	\$ 0.0677
A2W75A	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:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Toner Cartridges | <input checked="" type="checkbox"/> Response Time - See Exhibit B | <input checked="" type="checkbox"/> Detailed Usage Reports |
| <input checked="" type="checkbox"/> Maintenance Items | <input checked="" type="checkbox"/> Cleanings at Every Technician Visit | <input checked="" type="checkbox"/> 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 but not be 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)	
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