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



ITEM: 3.29 (ID # 18221)

MEETING DATE:

Tuesday, March 01, 2022

FROM:

PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Ratify and Approve Cooperative Agreements for copier maintenance services with Konica Minolta Business Solutions, Advanced Copy Systems, and Canon Solutions America for five years; All Districts. [Total aggregate cost \$2,475,000 and up to \$495,000 in additional compensation; Funding: Realignment 22%; Federal 54%; State 20%; County 4%]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Ratify and Approve the Agreement with Konica Minolta Business Solutions, utilizing the Cooperative Agreement with Sourcewell for copier maintenance services from October 1, 2021 through June 30, 2026 in the total aggregate amount of \$900,000;
- 2. Ratify and Approve the Agreement with Advanced Copy Systems, utilizing the Cooperative Agreement with National Association of State Procurement Officials (NASPO), for copier maintenance services from October 1, 2021 through June 30, 2026 in the total aggregate amount of \$675,000;
- 3. Ratify and Approve the Agreement with Canon Solutions America, utilizing the Cooperative Agreement with National Intragovernmental Purchasing Alliance (NIPA), for copier maintenance services from October 1, 2021 through June 30, 2026 in the total aggregate amount of \$900,000;

Continued on page 2

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent: None

Date:

March 1, 2022

XC:

DPSS

Kecia R. Harper

Clerk of the Board

Denuty

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RECOMMENDED MOTION: That the Board of Supervisors:

- 4. Authorize the Chair to sign three (3) copies of each Agreement on behalf of the County and Direct the Clerk of the Board to retain one (1) copy of each Agreement and return two (2) copies of each Agreement to DPSS for distribution; and
- 5. 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 exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreements; (b) move the allocated funds among the vendors; and (c) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the aggregate amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost	
COST	\$ 275,000	\$ 550,000	\$ 2,475,000	\$	0
NET COUNTY COST	\$ 11,000	\$ 22,000	\$ 99,000	\$	0
SOURCE OF FUNDS 20%; County 4%	Realignment 22	%; Federal 54%; State	e Budget Adjus	tment: No	
			For Fiscal Ye	ar: 21/22 – 25/2	26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Department of Public Social Services (DPSS) has a total of 242 copiers in use throughout various departments. The fleet consists of three different manufacturing models that are serviced by the following vendors: Konica Minolta Business Solutions (Bizhub models), Advance Copy System (Sharp models), and Canon Solutions America (Canon models/OCE Print Production copiers).

On June 17, 2021, a six-month amendment was executed with Konica Minolta Business Solutions to prevent a gap in maintenance services. On July 2, 2021, Single Source Justifications (SSJ) were approved for Canon Solutions America and Advance Copy Systems and subsequently six-month agreements were established to allow maintenance services to continue while a formal procurement for services was conducted. The efforts to process expedited \$50,000 contracts to eliminate gaps in services with each of the three vendors did not forecast expenditures in excess of that amount. To capture all ancillary costs and/or adjustments associated with these contracts for the first fiscal year (FY21/22), the effective date of these agreements will be October 1, 2021.

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DPSS' service contracts and Single Source Justification approvals with Konica Minolta Business Solutions, Advanced Copy Systems, and Canon Solutions America expired December 31, 2021. County Purchasing is not renewing county-level contracts for copier maintenance services. In order to maintain continuation of services, DPSS is utilizing approved Cooperative Agreements with Sourcewell, NASPO and NIPA. These Agreements are competitively bid and have been reviewed and approved for use by County Counsel and County Purchasing.

Impact on Residents and Businesses

There is no negative impact on private residents or private business. DPSS provides several critical services to Riverside County residents. The purchase and maintenance of the copiers is essential to allow continuity to the administration of welfare services and to allow DPSS staff to provide services efficiently, to allow access for printing reports, and CalWORKs packets for the increase in cases due to the COVID-19 pandemic.

Additional Fiscal Information

The budget for each vendor is as follows:

Vendor:	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Aggregate
Konica Minolta	100,000	200,000	200,000	200,000	200,000	900,000
Advanced Copy						
	75,000	150,000	150,000	150,000	150,000	675,000
Canon Solutions	100,000	200,000	200,000	200,000	200,000	900,000
Total Costs	275,000	550,000	550,000	550,000	550,000	2,475,000

Contract History and Price Reasonableness

DPSS is leveraging off Cooperative Agreements for purchase and maintenance services that are in place for all three vendors as follows: Sourcewell Cooperative Agreement, which was awarded to Konica Minolta Business Solutions; NASPO Cooperative Agreement, which was awarded to Advance Copy Systems; and NIPA, which was awarded to Canon Solutions America. These agreements have been solicited and meet the County governing law and requirements.

ATTACHMENTS:

ATTACHMENT A: Konica Minolta Business Solutions Copier Maintenance Services Agreement

ATTACHMENT B: Advanced Copy Systems Copier Maintenance Service Agreement **ATTACHMENT C:** Canon Solutions America Copier Maintenance Service Agreement

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Brianna Lontajo, Principal Management Analyst 2/17/2022



Maintenance Agreement

			Custo	mer Information				
Sold to Acct #		Payer/B	ill to Acct #:		Ship	to Acct #:		
Name: RVCC	D DPSS	Name:		RVCO DPSS	Name	e:	RVCO DPSS	
Attn/Dept Account	s Payable	Attn/De	pt:	Accounts Payable	Attn/	/Dept:	Accounts Payable	
Ste/Rm:		Ste/Rm:			Ste/R	łm;		
Address: 10281	KIDD St	Address	:	10281 KIDD St	Addr	ess:	10281 KIDD St	
City: Rive	erside	City:	-	Riverside	City:	89	Riverside	
State: Ca Zip:	92503	State:	Ca Z	lip: 92503	State	Ca		2503
Tax Exempt Customer?	D Yes ☑ No	Tax Exer	nption Number:		Tax Exem	ption Certificate m	ust be attached when a	pplicable.
PO Required?	No PO Number:		_	PO Expiration	Date:	F	O must be attached wi	hen applicable.
☐ Individual PO ☐ Blank	cet PO PO Contact:			Email:			Ph:	
Fleet Manager? Yes	No Name:			Email:			Ph:	
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Meter Frequency:	☐ Monthly ☑ ☐ Monthly ☑	Quarter! Quarter!			☐ Monthly ☐ Monthly			
Aggregate Volume:	□ B/W □	Color		All Daviese				
Effective Date:	□ On Install □	Date:		All Devices				
Billing Day:	☐ Selected by KMBS	□ P	referred Day:	(29th, 30th, and 31st	are not an available sele	ection)		
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MFE			Monthly Minimum	Monthly Flat Rate \$	Cost Day Comy Date 5			
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3		Color B/W			+			
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Wide Fo	rmat		Monthly Minimum	Monthly Flat Rate \$	Cost Per Square Foot	t		
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				Comments				
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k KMBS Manager.					·		,	
15								
Customer Name:	EFF HEWITT			KMBS Representa	tive:			
Customer Title: CHAIF	R. BOARD OF	SUP	ERWISOR	S	_{ame:} Lyon Peraji			
customer ride.	11 11	1	//	KMBS Manager Na	ame: Lyon r craji	Please Pr	rint	
Customer Signature:	A New	Med VS	13.4.22	KMBS Manager Signa	ture:		Date: 2/1	5/2022
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MAR 01 2022 3.29

Form: 1011-120118-C

ATTACHMENT B, SHARP SERVICE MAINTENANCE AGREEMENT



SHARP NATIONAL ACCOUNT PROGRAM

SNAP FULL SERVICE MAINTENANCE AGREEMENT

NASPO Master Agreement #140603

Sharp Electronics Corporation ("Sharp") agrees with the undersigned customer ("Customer") to provide maintenance service for the Sharp brand equipment and accessories described on the attached Schedule(s) ("Equipment") subject to the terms and conditions set forth on the reverse side hereof.

CUSTOM	ER:		SEND INV	OICE TO:
Custome	rName:D	PSS Social Services	Name:	PSS Social Services
Address:	10281 Kid	dd Street	Address:	Via Electronic To:
City	Riverside		City:	DPSS_Accounts_Payable@rivco.org
State:	CA	Zip: 92503	State:	Zip:
Person to	Contact:	Deneen Flemming rocurement Contract Specialist	Person to 0	Contact:
Tel.:	r	rocurement Contract Specialist	Tel.:	
Email: d	lflemmin(rivco.org	Email:	
d	nsscontra	cts@rivco.org		

AGREED TO BY

CUSTOMER

PRINTEDNAME

SHARP ELECTRONICS CORPORATION

PRINTEDNAME

Walter Ferguson

Pres Advanced Copy Systems, Inc. Sharp Authorized

MAR 0 1 2022

DATE

October 27, 2021

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

KRISTINE BELL-VALDEZ

Supervising Deputy County Counsel

1. MAINTENANCE AGREEMENT

During the term hereof Sharp will arrange for a designated Sharp Authorized Dealer ("Dealer") or Sharp Business Systems ("SBS") to repair or replace, in accordance with the terms and conditions of this Agreement, any part of the Equipment that causes the Equipment to not perform in accordance with published operating specifications under operating conditions of normal wear and tear.

Equipment eligible for coverage under this Agreement, and added under separate schedules from time to time, must be currently under warranty or to be renewed under a current Maintenance Agreement with the Dealer or SBS Equipment that is not under warranty or a renewal of an existing Maintenance Agreement will be subject to inspection and repair to manufacturer operating specifications prior to acceptance under this Agreement. Equipment over five (5) years old may be subject to decline for acceptance under this Agreement or for coverage at additional charge, per the Master Agreement. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used; all parts removed due to replacement will become the property of the Dealer or SBS. Maintenance services provided by the Dealer or SBS under this Agreement do not include the following:

- a) Repairs resulting from accident or misuse by the Customer (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications).
- b) Repairs made necessary by service performed by person(s) other than the Dealer or SBS.
- C) Additional service calls or work that the Customer requests to be performed outside regular business hours.
- d) Relocation, removal, rebuilding or remanufacturing of the equipment
- d) Provision or replacement of consumable supplies such as paper, toner, and developer or staples (unless included on the front side of this Agreement).

2. PERFORMANCE OF MAINTENANCE SERVICES

Maintenance services as described in Paragraph 1 hereof will be provided at the Customer's place of business where the Equipment is located, indicated on the Schedule attached hereto, Monday through Friday except holidays during the hours 8:00 AM to 5:00 PM. Preventative maintenance for the Equipment will be provided as determined by the Dealer or SBS.

Remedial maintenance will be provided after notification by the Customer that the Equipment is Inoperative. The response time for an emergency service call should average four (4) hour response time, 96% of the time. Calls for non-emergency situations and some outlying areas will usually be handled the next business day.

3. LIMITATIONS

There are no warranties, including the implied warranties of merchantability and fitness for a particular purpose, not specified herein respecting the parts and maintenance services provided under this Agreement. Sharp and its Dealer or SBS shall not be liable for non-performance caused by circumstances beyond its control, including, but not limited to: work stoppages, fire, civil disobedience, riots and acts of God. In no event will Sharp or its Dealer or SBS be liable for any indirect, special or consequential damages arising out of this Agreement or services provided under this Agreement.

4. TERM AND TERMINATION

This Agreement will become effective as of the effective date indicated on the face hereof upon acceptance by Sharp and continue in effect for each unit of Equipment until the expiration of the time or copy limit indicated on the face hereof. Term date: 60 Months, renewed annually, start date upon execution of agreement. Advance Copy Systems acknowledges that funding to pay for services ordered/provided under this Agreement is subject to annual appropriations by the appropriate governing body, and in the event adequate sums are not appropriated in any fiscal year to fund this maintenance service, COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the Advance Copy Systems stating the extent and effective date of termination. Equipment List (See Attached Form).

5. ASSIGNMENT

This Agreement is not assignable. Any attempt to assign or transfer any of the rights, duties or obligations hereof is void.

6. HEADINGS

The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation of this Agreement.

7. WAIVER

Any failure by either party to require conformity to all provisions hereof shall not be deemed a waiver of future conformity to such provisions.

8. GOVERNING LAW

This Agreement shall be governed by, and construed according to, the domestic laws of the state in which the Equipment is located.

9. ENTIRE AGREEMENT

The foregoing terms and conditions and those contained in the Master Agreement and Participating Addendum, constitute the entire agreement between Sharp and Customer with respect to its subject. This Agreement may be amended only by written instrument executed by both parties.

10. NOTICE

Written notice required by this Agreement shall be addressed to the parties at the addresses indicated on the face hereof or such other addresses as either party shall have previously furnished from time to time in writing to the other.

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MAINTENANCE AGREEMENT

National IPA

Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747 (800) 613-2228 Related Acquisition Agreement # _____

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

- 1. TERM. Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed equipment (inclusive of standard embedded Canon brand software) (the "Equipment") covered under toner inclusive service. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the face page for all previously in place Equipment. (a) The initial term specified on the face page shall renew for successive 12 month period unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate the renewal contract with 30 days advance written notice to CSA.
- 2. CHARGES Base charges shall be billed in advance, and per image charges shall be billed in arrears. For Long Sheet images over 38.4" the meter shall record a quantity of 2 images. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8½". Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and (ii) CSA may charge you and you agree to pay, a late charge equal to five percent (5%) of the amount due for each billing period or portion of a billing period such payment is delayed or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law. If the Standard Price Plan is selected on the face side, during the initial term, the charges specified on the face page are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan, Fixed Price Plans shall not increase during the initial term. If you have selected CFS on the face page as the billing entity, your maintenance charges will appear on your periodic lease invoice along with standard lease charges. CFS will remit your payment of maintenance charges to CSA upon receipt. (a) Consumables Inclusive service includes replenishment of toner only (and other consumables, but only if specified on the face page and applicable to the device.) Toner is supplied for exclusive use with the Equipment. CSA may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CSA, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. CSA may charge you a Supply Freight Fee to cover the cost of shipping supplies to you. (b) If you have selected the Fleet or Aggregate Coverage Plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated on the face page, you authorize CSA to use networked features of the Equipment including imageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle
- 3. COVERED SERVICE. CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8'30 A.M. to 5:00 P.M. Monday through Friday, except holidays).
- (a) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein. (b) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but; (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software; (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary, and (iii) maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-priced application software supplied by CSA to you under any separate acquisition agreement, and support therefor shall be solely governed by the provisions thereof.

 4. NON-COVERED SERVICE. The following services, and any other work beyond the scope of
- 4. NON-COVERED SERVICE. The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item not provided as part of toner inclusive service identified on the face page, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated

Page 2

- by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular business hours; or (f) repair of any network/system connection device, except when listed on face page.
- 5. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an available option for the Equipment, which may include (x) an HDD Data Encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 5 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.
- between you and CSA could be construed to apply to Data.

 6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON FOUR DAMAGES.
- 7. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate this Agreement in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 2(b). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.
- 8. GOVERNING LAW. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCEAGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.
- 9. ENTIRE AGREEMENT. This Agreement shall be binding upon your signature and upon the installation of the Equipment by CSA or commencement of the covered services if this Agreement is for renewal of a prior maintenance agreement or for equipment previously installed. This Agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service for the Equipment, superseding all previous proposals and agreements, oral or written. All provisions of this Agreement including Section 5, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Equipment and Software, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

This transaction shall be governed in all respects by the Ts&Cs of contract #FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

MAINTENANCE AGREEMENT

National IPA

Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747

Related Acquisition Agreement #

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

- 1. TERM. Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed equipment (inclusive of standard embedded Canon brand software) (the "Equipment") covered under toner inclusive service. For all other newly installate Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the face page for all previously in place Equipment. (a) The initial term specified on the face page shall renew for successive 12 month period unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate the renewal contract with 30 days advance written notice to CSA.
- 2. CHARGES Base charges shall be billed in advance, and per image charges shall be billed in arrears. For Long Sheet images over 38.4" the meter shall record a quantity of 2 images. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8½". Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and (ii) CSA may charge you and you agree to pay, a late charge equal to five percent (5%) of the amount due for each billing period or portion of a billing period such payment is delayed or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law. If the Standard Price Plan is selected on the face side, during the initial term, the charges specified on the face page are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Fixed Price Plans shall not increase during the initial term. If you have selected CFS on the face page as the billing entity, your maintenance charges will appear on your periodic lease invoice along with standard lease charges. CFS will remit your payment of maintenance charges to CSA upon receipt. (a) Consumables Inclusive service includes replenishment of toner only (and other consumables, but only if specified on the face page and applicable to the device.) Toner is supplied for exclusive use with the Equipment. CSA may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CSA, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. CSA may charge you a Supply Freight Fee to cover the cost of shipping supplies to you. (b) If you have selected the Fleet or Aggregate Coverage Plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA. (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated on the face page, you authorize CSA to use networked features of the Equipment including imageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.
- 3. COVERED SERVICE. CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).
- (a) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein. (b) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software; (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-priced application software supplied by CSA to you under any separate acquisition
- agreement, and support therefor shall be solely governed by the provisions thereof.

 4. NON-COVERED SERVICE. The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item not provided as part of toner inclusive service identified on the face page, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated

- by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular business hours; or (f) repair of any network/system connection device, except when listed on face page.
- 5. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an available option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disquises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 5 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into
- between you and CSA could be construed to apply to Data.

 6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate this Agreement in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 2(b). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.
- 8. GOVERNING LAW. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCEAGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER. SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.
- 9. ENTIRE AGREEMENT. This Agreement shall be binding upon your signature and upon the installation of the Equipment by CSA or commencement of the covered services if this Agreement is for renewal of a prior maintenance agreement or for equipment previously installed. This Agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service for the Equipment, superseding all previous proposals and agreements, oral or written. All provisions of this Agreement including Section 5, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Equipment and Software, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.



(800) 613-2228

MAINTENANCE AGREEMENT EQUIPMENT ADDENDUM

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747

This document is to be utilized to supplement a new Maintenance
Agreement with additional lines for Equipment.

Order Date: 12 / 9 / 2021 Salesperson Customer ("you"): Customer Account: For each unit of Equipment listed below, specify contact and Company: RIVERSIDE COUNTY OF Equipment location in the relevant spaces allotted for each Address: 10281 KIDD ST unit of Equipment. City: RIVERSIDE County: **Meter Read Collection Options** Phone #: State: CA Zip: 92503-3414 imageWARE Remote unless noted in table below* Fax # Contact: W = myCSA website **Fmail** Covered Images per unit or Fleet Per Image Charge in excess of Base included in Base Charge Covered Images Charge Corporate Model Serial # All aggregate images should be listed per unit. Start Meter Advantage Alt Meter per unit Yes/No Method* B&W Color **B & W** Color Long Sheet B&W Color Long Sheet or Fleet IRADV8285 LMZ02618 0.005764 Fax # Contact: Phone #: Email: Location: 547 N SAN JACINTA ST Auto Toner Fulfillment: **(Requires imageWare Remote) IRADV8285 LMZ02502 0.005764 Fax #: Email: Contact: Phone #: Location: 547 N SAN JACINTA ST Auto Toner Fulfillment: **(Requires imageWare Remote) IRADV8285 LMZ02507 0.005764 Contact: Phone #: Fax # Email: Location: 561 N SAN JACINTO ST Auto Toner Fulfillment: **(Requires imageWare Remote) IRADV8285 LMZ02495 0.005764 Contact: Phone #: Fax # Email: Location: 10281 KIDD ST Auto Toner Fulfillment: **(Requires imageWare Remote) IRADV8285 LMZ02611 0.005764 Contact: Phone # Fax # Email: Location: 10281 KIDD ST IRADV8285 LMZ02509 0.005764 Fax # Phone # Email: Location: 23119 COTTONWOOD AVE FL 2 Auto Toner Fulfillment: **(Requires imageWare Remote) IRADV8285 LMZ02514 0.005764 Phone #: Fax # Email: Contact: Location: 30755D AULD RD STE L255 Auto Toner Fulfillment: **(Requires imageWare Remote) IRADV8285 LMZ02631 0.005764 Contact: Phone #: Fax # Email: Location: 48113 JACKSON ST Auto Toner Fulfillment: **(Requires imageWare Remote) IRADV8285 LMZ02500 0.005764 Phone #: Contact: Fax #: Email: Location: 48113 JACKSON ST Auto Toner Fulfillment: **(Requires imageWare Remote) Carry forward to Face side of Agreement Subtotal



MAINTENANCE AGREEMENT EQUIPMENT ADDENDUM

Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747 (800) 613-2228 This document is to be utilized to supplement a new Maintenance Agreement with additional lines for Equipment.

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SCHEDULE A

Title: Copiers, Printers, and Multi-Function Devices

with Related Supplies, Accessories, and Services

Contract Number: 030321-KON

Contract Period: 4/22/2021 - 6/30/2023

Visit our website @

http://kmbs.konicaminolta.us/sourcewell

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CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	State Zip
92225- 1423	92234	92507- 1811	92234	92508	92557- 6702	92201	92503- 3420	92503- 3414	92503- 3414	Zip

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10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022
22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	22-0000150	6/30/2022 22-0000150	22-0000150	6/30/2022 22-0000150	22-0000150	22-0000150	22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022
4060 COUNTY CIRCLE DR	4060 COUNTY CIRCLE DR	4060 COUNTY CIRCLE DR	735 PUBLIC SAFETY WAY	11060 MAGNOLIA AVE	541 N SAN JACINTO	7894 MISSION GROVE PKWY	2300 MARKET ST	2300 MARKET ST	2300 MARKET ST	23119 COTTONWOO D AVE	201 REDLANDS AVE	7894 MISSION GROVE PKWY	4060 COUNTY CIRCLE DR
RIVERSIDE	RIVERSIDE	RIVERSIDE	CORONA	RIVERSIDE	HEMET		RIVERSIDE	RIVERSIDE	RIVERSIDE	MORENO VALLEY	PERRIS		RIVERSIDE
CA	CA	CA	CA	CA	CA	C _A	CA	CA	CA	CA	CA	CA	CA
92503- 3420	92503- 3420	92503- 3420	92880- 2005	92505- 3047	92543- 3107	92508	92501- 2123	92501- 2123	92501- 2123	92553- 9661	92571- 2600	92508	92503- 3420

54	53	52	51	50	49	48	47	46	45	44	43	42	41	40
A5YN017011528	A5YN017011520	A5YN017011519	A5YN017011510	A5YN017011509	A5YN017011505	A5YN017011476	A5YN017011467	A5YN017011455	A5YN017011440	A5YN017010083	A5YN017010033	A5YN017010032	A5YN017010028	40 A5YN017010022
9/22/2016 BIZ654E	9/26/2016	9/29/2016	9/26/2016	10/5/2016 BIZ654E	10/5/2016 BIZ654E	9/22/2016 BIZ654E	9/29/2016	9/26/2016	9/21/2016 BIZ654E	6/2/2016	5/12/2016	5/10/2016 BIZ654E	5/10/2016	5/12/2016 BIZ654E
BIZ654E	BIZ654E	BIZ654E	BIZ654E	BIZ654E	BIZ654E	BIZ654E	BIZ654E	BIZ654E	BIZ654E	BIZ654E	BIZ654E	BIZ654E	BIZ654E	BIZ654E
\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	
6/30/2022 22-0000150	22-0000150	22-0000150	22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	22-0000150	22-0000150	22-0000150	22-0000150	22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022
4060 COUNTY CIRCLE DR	44 199 MONROE	48 113 JACKSON ST	44 199 MONROE	731 6/30/2022 PALMYRITA AVE		731 PALMYRITA AVE	6/30/2022 63 S 4TH ST	68 625 PEREZ RD	26520 CACTUS AVE AREA D	JACINTO	901 E RAMSEY	4060 COUNTY CIRCLE DR	4060 COUNTY CIRCLE DR	901 E RAMSEY
RIVERSIDE	INDIO	INDIO	INDIO	RIVERSIDE	RIVERSIDE	RIVERSIDE	BANNING	CATHEDRA L CITY	MORENO VALLEY	HEMET	BANNING	RIVERSIDE	RIVERSIDE	BANNING
CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	C _A	CA
92503- 3420	92201	92201	92201	92507- 1811	92507- 1811	92507- 1811	92220- 4861	92234	92555	92543- 3107	92220- 5921	92503- 3420	92503- 3420	92220- 5921

88	67	66	65	64	63	62	61	60	59	58	57	56	55
A55V017006574	A55V017006553	A55V017006540	A55V017006537	A55V017006502	A55V017006301	A55V017006293	A55V017006144	A55V017005191	A55V017005183	A55V017005171	A55V017006770	A55V017001983	A5YN017011545
5/17/2016	5/19/2016 BIZ754E	5/10/2016	5/24/2016	5/18/2016 BIZ754E	5/11/2016	6/8/2016	6/6/2016	5/31/2016	6/6/2016	5/18/2016	4/29/2016 BIZ754E	9/3/2014	9/22/2016 BIZ654E
BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	6/8/2016 BIZ754E	6/6/2016 BIZ754E	BIZ754E	6/6/2016 BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ654E
\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	7/1/2021	10/1/2021
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022
6/30/2022 22-0000150	6/30/2022 22-0000150	22-0000150	6/30/2022 22-0000150	22-0000150	22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	22-0000150	22-0000150	22-0000150	22-0000150	6/30/2022 22-0000150
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022
4060 COUNTY CIRCLE DR	23119 COTTONWOO D AVE	48 113 JACKSON ST	11060 6/30/2022 MAGNOLIA AVE	23119 COTTONWOO D AVE	44 199 MONROE	731 6/30/2022 PALMYRITA AVE	5961 MISSION BLVD	11060 6/30/2022 MAGNOLIA AVE	5961 MISSION BLVD	23119 COTTONWOO D AVE	4060 COUNTY CIRCLE DR	12125 DAY STREET	3610 6/30/2022 CENTRAL AVE
RIVERSIDE	MORENO VALLEY	INDIO	RIVERSIDE	MORENO VALLEY	INDIO	RIVERSIDE	JURUPA VALLEY	RIVERSIDE	JURUPA VALLEY	MORENO VALLEY	RIVERSIDE	MORENO VALLEY	RIVERSIDE
CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	C _A
92503- 3420	92553- 9661	92201	92505- 3047	92553- 9661	92201	92507- 1811	92509- 4228	92505- 3 047	92509- 4228	92553- 9661	92503- 3420	92557- 6702	92506- 5900

83	82	81	80	79	78	77	76	75	74	73	72	71	70	69
A55V017006729	A55V017006717	A55V017006713	A55V017006705	A55V017006703	A55V017006697	A55V017006694	A55V017006657	A55V017006648	A55V017006643	A55V017006627	A55V017006622	A55V017006612	A55V017006602	A55V017006586
5/25/2016 BIZ754E	6/7/2016	5/25/2016	6/1/2016 BIZ754E	5/25/2016	6/8/2016 BIZ754E	5/25/2016	6/6/2016 BIZ754E	6/1/2016 BIZ754E	5/31/2016	6/7/2016	5/4/2016	6/30/2016	5/18/2016	5/17/2016 BIZ754E
BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E
\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022
22-0000150	22-0000150	22-0000150	6/30/2022 22-0000150	22-0000150	6/30/2022 22-0000150	22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	22-0000150	22-0000150	6/30/2022 22-0000150	22-0000150	22-0000150	22-0000150
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	1267 W 6/30/2022 HOBSON WAY	6/30/2022	6/30/2022	6/30/2022
6/30/2022 10281 KIDD ST	Ž	10281 KIDD ST	4060 COUNTY CIRCLE DR	10281 KIDD ST	731 PALMYRITA AVE	10281 KIDD ST	5961 MISSION BLVD	4060 COUNTY CIRCLE DR	30755 AULD RD	4060 COUNTY CIRCLE DR	1267 W HOBSON WAY	2300 MARKET ST	22690 CACTUS AVE	541 N SAN JACINTO
RIVERSIDE	JURUPA VALLEY	RIVERSIDE	RIVERSIDE	RIVERSIDE	RIVERSIDE	RIVERSIDE	JURUPA VALLEY	RIVERSIDE	MURRIETA	RIVERSIDE	ВГАТНЕ	RIVERSIDE	MORENO VALLEY	HEMET
CA	CA	CA	CA	CA	CA	CA	CA	C _A	CA	CA	CA	CA	CA	CA
92503- 3414	92509- 4228	92503- 3414	92503- 3420	92503- 3414	92507- 1811	92503- 3414	92509- 4228	92503- 3420	92563- 2599	92503- 3420	92226	92501- 2123	92553- 9024	92543- 3107

97	96	95	94	93	92	91	90	89	8	87	86	85	84
A55V018000138	A55V018000118	A55V018000117	A55V018000100	A55V018000095	A55V018000092	A55V018000090	A55V018000083	A55V017006805	A55V017006799	A55V017006796	A55V017006793	A55V017006785	A55V017006776
6/14/2016	8/25/2016 BIZ754E	6/14/2016 BIZ754E	6/14/2016 BIZ754E	6/14/2016	6/14/2016 BIZ754E	6/14/2016 BIZ754E	6/14/2016	5/10/2016	5/12/2016	6/7/2016	6/8/2016	5/12/2016	6/7/2016
BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	BIZ754E	6/7/2016 BIZ754E
\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022
6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	22-0000150	6/30/2022 22-0000150	22-0000150	22-0000150	6/30/2022 22-0000150
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022
12625 HEACOCK ST	4060 COUNTY CIRCLE DR	12625 HEACOCK ST	4060 COUNTY CIRCLE DR	901 E RAMSEY	4060 COUNTY CIRCLE DR	68 615 PEREZ RD	63 S 4TH ST	4060 COUNTY CIRCLE DR					
MORENO VALLEY	RIVERSIDE	MORENO VALLEY	MORENO VALLEY	MORENO VALLEY	MORENO VALLEY	MORENO VALLEY	MORENO VALLEY	RIVERSIDE	BANNING	RIVERSIDE	CATHEDRA L CITY	BANNING	RIVERSIDE
CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA
92553- 0538	92503- 3420	92553- 0538	92553- 0538	92553- 0538	92553- 0538	92553- 0538	92553- 0538	92503- 3420	92220- 5921	92503- 3420	92234	92220- 4861	92503- 3420

111	110	109	108	107	106	105	104	103	102	101	100	99	98
111 A1RF011001652	110 A2X0017005538	A2X0017004983	A2X0017006535	A8KN011001311	A8KN011001299	105 A8KN011001285	104 A8KN011001284	A8KN011001279	A8KN011001278	101 A8KN011001254	100 A8KN011001246	A8KN011001124	98 A8KN011001123
1/9/2015	5/18/2016	6/2/2016	12/16/2016 C754E	10/3/2016 BIZ808	10/18/2016	10/17/2016	10/5/2016	6/26/2019 BIZ808	10/18/2016 BIZ808	10/3/2016	10/5/2016	9/29/2016	10/18/2016 BIZ808
C8000	C754E	C754E	C754E	BIZ808	BIZ808	BIZ808	BIZ808	BIZ808	BIZ808	BIZ808	BIZ808	BIZ808	BIZ808
\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
\$0.04	\$0.04	\$0.04	\$0.04							T. W.			
10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021	10/1/2021
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022
6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150	22-0000150	6/30/2022 22-0000150	6/30/2022 22-0000150
6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022	6/30/2022
22690 CACTUS AVE	22690 CACTUS AVE	4060 COUNTY CIRCLE DR	731 6/30/2022 PALMYRITA AVE	11070 6/30/2022 MAGNOLIA AVE	547 N SAN JACINTO	48 113 JACKSON ST	22690 CACTUS AVE	11070 6/30/2022 MAGNOLIA AVE	901 E RAMSEY	10281 KIDD ST	2300 MARKET ST	901 E RAMSEY	547 N SAN JACINTO
MORENO VALLEY	MORENO VALLEY	RIVERSIDE	RIVERSIDE	RIVERSIDE	HEMET	INDIO	MORENO VALLEY	RIVERSIDE	BANNING	RIVERSIDE	RIVERSIDE	BANNING	HEMET
CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA
92553- 9024	92553- 9024	92503- 3420	92507- 1811	92505- 3080	92543- 3107	92201	92553- 9024	92505- 3080	92220- 5921	92503- 3414	92501- 2123	92220- 5921	92543- 3107