

REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT RCA-017-23010022
FOR
DIGITAL MULTIFUNCTIONAL COPIERS, PRINTERS, SOFTWARE, RELATED ACCESSORIES AND
SERVICES
WITH
C3 OFFICE SOLUTIONS DBA C3 TECH

This Contract RCA-017-23010022 for Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of County Executive Office, CEO hereinafter referred to as "County" and C3 Office Solutions dba C3 Tech, hereinafter referred to as "Contractor", with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment and Compensation
Attachment C – Staffing Plan
Attachment D - Hardware Catalog and Hardware Pricing
Attachment E – Business Associate Terms and Conditions
Attachment F – Certification for Data Removal
Attachment G – Migration/Transition Plan
Attachment H – Equipment Lease Agreement

RECITALS

WHEREAS, County solicited via a Request for Proposal ("RFP") for Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services as set forth herein; and

WHEREAS, Contractor responded and represented that it is qualified to provide Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree

to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with

the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- P. **Insurance:** Prior to the provision of services under this contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this contract have been complied with. Contractor

agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this contract, County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers Liability Insurance	Employers Liability Insurance
Professional Liability Insurance	\$10,000,000 per claims-made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage, which will state As Required By Written Contract.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary, and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***County of Orange, its elected and appointed officials, officers, employees, and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this contract shall waive all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which County may suspend or terminate this contract.

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- S. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which

could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents, and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight:** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- Y. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- Z. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- AA. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- BB. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

- CC. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract 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. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- DD. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- EE. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.
- County reserves the right to audit and verify Contractor's records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.
- FF. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- GG. **Fiscal Appropriations:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be

terminated without penalty to the County.

- HH. **Expenditure Limit:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County will procure Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and continue for five (5) years, unless otherwise terminated by County.
3. **Regional Cooperative Agreement:** Regional Cooperative Agreements (RCA) awarded by the County of Orange are intended to be used as cooperative agreements against which individual subordinate contracts may be executed by participating County departments and non-County public entities during the effective dates outlined herein. The provisions and pricing of this Contract will be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter into with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

4. **Adjustments – Scope of Service:** No adjustments made to the scope of service will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Authorization Warranty:** The contractor represents and warrants that the person executing this contract on behalf of and for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition and obligation of this agreement and that all requirements of the contractor have been fulfilled to provide such actual authority.
6. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Terminate Contract immediately, pursuant to Section K herein;
 - b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
7. **CAL-OSHA Vehicle Regulation:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.
8. **Contractor – Change in Ownership:** The contractor agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the County.
9. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
10. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
11. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
12. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor’s Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County’s Project Manager shall have the right to require the removal and replacement of Contractor’s Project Manager from providing services to County under this Contract. County’s Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County’s Project Manager. County’s Project Manager shall review and approve the appointment of the replacement for Contractor’s Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under Contract.
13. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
14. **Contractor’s Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and

against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.

15. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
16. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

17. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
18. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

19. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
20. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.
21. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
22. **Debarment:** Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the

transaction by any Federal department or agency. County has the right to terminate this Contract for cause pursuant to Paragraph K, Termination, if Contractor is or becomes the subject of any debarment or pending debarment, declared ineligible or voluntary exclusion from participation by any Federal department or agency. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

23. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
24. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. The contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
25. **Disputes – Contract:**
 - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
 - c. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in section K herein.
26. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a

result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

27. **Equipment Maintenance Service:** Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting will be provided as required to maintain the equipment in satisfactory operating condition. The contractor inspections will be completed during County work hours and will be coordinated with the agency/department having control of the equipment. Emergency service required and performed during normal business hours is included at no extra charge.
28. **Equipment Maintenance Service – Parts:** Contractor shall furnish and install all new parts, materials and lubricants which meet or exceed the original equipment manufacturer's specifications. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County before being incorporated in the work performed by the contractor under this contract. The contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.
29. **Firm Price Quotes:** Prices quoted herein shall be firm for the first period of the Contract.
30. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.
31. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
32. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
33. **Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter

so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

34. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
35. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
36. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
37. **Notice of Claims:** Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.
38. **Notices:** Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Company Name: C3 Office Solutions LLC, dba C3 Tech
Address: 1536 E Warner St.
Santa Ana, CA 92705
Attn: Davis Tran
Telephone: 714-68-1700
Email: davist@c3tech.com

County: County Executive Office/ County Procurement Office
Address: 400 W. Civic Center Drive, 5th Fl
Santa Ana, CA 92701
Attn: Kevin Work
Telephone: 714-567-7312
Email: kevin.work@ocgov.com

39. **OEM Equipment Maintenance Standard:** The contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The contractor further agrees that all components will be OEM components.

40. **Order Dates:** Orders may be placed during the term of the contract even if delivery may not be made until after the term of the contract. Order dates take precedence over delivery dates. The contractor must clearly identify the order date on all invoices to County.
41. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
42. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
43. **Security – Youth Detention Facilities/Sheriff’s Facilities:**

Background checks: All contractor personnel to be employed in performance of work under this contract shall be subject to background checks and clearance prior to working in a youth detention facility or a Sheriff’s facility. The contractor shall prepare and submit an information form to the County’s project manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five County working days prior to the start of work on the contract or prior to the use of any person subsequent to the contractor’s start of work. These information forms will be provided by the County’s project manager upon request and will be screened by the County’s Probation Department and/or Sheriff’s Department. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this contract who has not received prior clearance from the Probation and/or Sheriff’s Department. Neither the County, the Probation Department, nor the Sheriff’s Department need give a reason clearance is denied.

Performance Requirements: All contractor’s vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in contractor’s possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff’s facilities. All materials, large or small, from removal operations or flew construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

Contractor’s employees shall NOT:

1. Give names or addresses to inmates.
2. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate).
3. Disclose the identity of any inmate to anyone outside the facility.
4. Give any materials to inmates; or
5. Receive any materials from inmates (including materials to be passed to another individual or inmate).

Failure to comply with these requirements is a criminal act and can result in prosecution.

Contractor’s employees shall not smoke or use profanity or other inappropriate language while on site. Contractor’s employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor’s employees

shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Contractor's personnel shall:

1. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each work day.
2. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time; and
3. Report to the control desk upon arrival at the job site.

Control will ensure that the work area is clear and ready for work to begin. If a contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's project manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include contract termination.

44. **Tax - Maintenance and Warranties:** Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide under "Optional Warranties Rule" states that sales tax shall not be charged on optional warranties and, therefore, the contractor is considered the end user and liable for the sales tax on such warranties. Prices charged for service are not subject to sales tax and neither can sales tax be assessed the County for any part or consumable supply installed that is included in the full-service maintenance.
45. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
46. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
47. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.
48. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
49. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

50. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.
51. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
52. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
53. **Wage Rate Penalty:** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any Subcontractor(s) shall be subject to a penalty in an amount up to \$200, or higher amount as provide by section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or Subcontractor(s) under the contract.
54. **Work Hour Penalty:** As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, except as provided herein. Contractor shall forfeit to the County \$25, or higher amount as provided by Labor Code Section 1813, for each worker employed on the performance of this Contract by Contractor or by any Subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal days or week's work, except as provided by Labor Code Section 1815.
55. **Registration of Contractor:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
56. **Payroll Records:** Contractor and any and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide, in summary:

- 56.1. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

- 56.2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- The information contained in the payroll record is true and correct.
 - The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- 56.3. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- 56.4. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- 56.5. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
57. **Apprenticeship Requirements:**
- 57.1. Unless the contract involves a dollar amount less than that specified in Labor Code Section 1777.5 this contract is governed by the provisions of Section 1777.5 Contractor shall comply with labor Code Section 1777.5 for all apprenticeable occupations.
- 57.2. Contractor and all subcontractor(s) shall comply with Labor Code Section 1777.6 which forbids discriminatory practice in the employment of apprentices on any basis listed in Government Code Section 12940 (described in the "Nondiscrimination" Section of the General Conditions), except as provided in Labor Code Section 3077.
58. **Data Destructions:** Contractor must permanently remove all stored County data/images from the hard disk drive and Cache memory of back-up copiers and replaced copiers within seven (7) calendar days of removal from County. Within seven (7) calendar days of data removal services or request by County, Contractor must provide to County written certification (complete Attachment E. Certification for Data Removal) that data removal was completed.
59. **County of Orange Information Technology Security Provisions:** All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

- 59.1. County of Orange Information Technology Security Standards: County of Orange security standards follows the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.
- 59.1.1. Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Standards ("Security Standards"), as existing or modified, that pertain to Contractor in connection with the Services performed by Contractor as set forth in the scope of work of this Contract. Any violations of such Security Standards shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Standards include, but are not limited to, Attachment C - County of Orange Information Technology Security Standards and Attachment D - Business Associate Contract.
- 59.1.2. Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.
- 59.2. The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information security program and/or policies.
- 59.3. Information Access: Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.
- 59.3.1. County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel, subcontractor, or affiliate to whom issued. Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.
- 59.3.2. Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.
- 59.3.3. All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any

manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.

59.3.4. Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

59.4. Data Security Requirements: Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).

59.4.1. Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data,

59.4.2. Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

59.4.3. Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

59.4.4. Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.

59.4.5. All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

59.5. Enhanced Security Measures: County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take

effect. Contractor shall and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

- 59.6. General Security Standards: Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

59.6.1. At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

- 59.7. Security Failures: Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.

- 59.8. Security Breach Notification: In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

59.8.1. County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such

occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

59.8.2. In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

59.8.3. Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

59.8.4. Notification shall be sent to:

Rafael Linares
Chief Information Security Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 567-7611
Rafael.Linares@ocit.ocgov.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 834-4082
Linda.Le@ocit.ocgov.com

59.9. Security Audits: Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

59.9.1. Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report(s).

59.9.2. Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.

59.9.3. In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

59.10. Business Continuity and Disaster Recovery (BCDR):

59.10.1. For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum

duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

- 59.10.2. The Contractor shall maintain an comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third-parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed)) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.
- 59.10.3. All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

C3 OFFICE SOLUTIONS LLC, DBA C3 TECH
a Limited Liability Company,

Date: 4/28/2023

DocuSigned by:
By: Tony Sanchez
Signature AF545F56976524A7...

Tony Sanchez President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 4/28/2023

DocuSigned by:
By: Tricia Sanchez
Signature B0F6F9C941A2411...

Tricia Sanchez Chief Financial Officer
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

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

Date: _____

By: _____

Print
Name: _____

Title: _____

ATTACHMENT A SCOPE OF WORK

I. INTRODUCTION

The County of Orange has established a Regional Cooperative Agreement (RCA) for Digital Multifunctional Copiers, Printers, Software, Related Accessories and Services (hereinafter referred to as "Services"). This Contract is a usage contract between County and Contractor for the following Scope of Work.

II. CONTRACTOR RESPONSIBILITIES:

- A. Contractor must provide copier(s) and services as listed in Attachment C, to any requesting County Department.
- B. Contractor is responsible for the professional quality and technical competence of Contractor personnel/employees designated to provide services to County.
- C. Contractor must comply with all applicable local, state, and federal laws and regulations.
- D. Contractor must comply with all applicable County Department rules of conduct, policies, and procedures while on County premises.
- E. Data Removal - Contractor must provide County with its written policies and procedures associated with permanently removing all stored Customer data/images from the hard disk drives and Cache memory that resides within Copiers. Procedures associated with permanently removing all stored Customer data/images from the hard disk drives and Cache memory that resides within Copiers must be in compliance with NIST SP 800-88 and Department of Defense (DoD) 5220.22-compliant sanitation programs.
- F. Hard Disk Drive Replacements Due to Copier Malfunction/Failure - Contractor must permanently remove all stored County data/Images from the hard disk drive and Cache memory within seven (7) calendar days of removal of replacement hard disk drives from County. Within seven (7) calendar days of hard disk drive replacement services or request by County, Contractor must provide written certification (Attachment E. Certification for Data Removal) that data removal was completed.
- G. Confidentiality - Contractor must ensure its employees maintain confidentiality of all information and County records that may become accessible to the employees.
- H. Contractor Staff: Contractor must provide, but is not limited to, the following information to each employee given a County assignment:
 - 1. Location of assignment
 - 2. Name of Reporting Supervisor or Manager
 - 3. Length of Assignment
 - 4. Working Hours
 - 5. Complete job description
 - 6. Performance Expectations

III. SECURITY REQUIREMENTS AT COUNTY SECURED FACILITIES:

- A. County operates several secured facilities, including several Probation, Sheriff and John Wayne Airport operated sites. Contractor and its employees who perform services in County secured facilities are required to comply with strict operation policies and may be required to pass a background check, at the sole discretion of the County department, prior to performance due to security requirements at County secured facilities. The applicable County policies and security

requirements have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

- B. Contractor must provide a list of all Contractor personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a County secured detention facility, Probation facility or Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes must be authorized to the approved list without a request in writing submitted by Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, Contractor will be notified that it has not complied with the terms of this Contract and is subject to Contract termination. The list of all Contractor Personnel/Employees performing under this Contract must be submitted prior to award of this Contract.
- C. Contractor must prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to County secured facilities.
 - 1. Security Clearance forms must be submitted at least five (5) business days prior to the start of work or prior to the use of any person subsequent to the start of work.
 - 2. Said Security Clearance forms must be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
 - 3. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
 - 4. County is not under any obligation to give a reason clearance is denied.
- D. Contractor is responsible for signing in with the County Site Coordinator or designee, as required, upon arrival at a County secure facility (e.g., JWA, Probation). Contractor must report to the Central Control Center (Control).
- E. Contractor personnel/employees must closely monitor all tools, equipment and other materials at all times while performing services under this Contract, especially at County detention facilities.
- F. Contractor personnel/employees must have no contact, either verbal or physical, with internees/inmates in County secured detention facilities. Specifically, Contractor employees must:
 - 1. Not give names or addresses to internees.
 - 2. Not receive any names or addresses from internees.
 - 3. Not disclose the identity of any internee to anyone outside the facility.
 - 4. Not give any materials to internees.
 - 5. Not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

- G. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract at John Wayne Airport are expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons, or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging

any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge must be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report must be made before a replacement badge will be issued.

- H. All vehicles parked on-site at a County secured facility must always be locked and thoroughly secured.
- I. All equipment and materials must remain in Contractor's possession at all times and must never be left unattended while at a County secured facility. All lost or misplaced equipment or materials must be reported immediately to the (a) security staff or Control in County secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- J. Contractor personnel/employees must not smoke or use profanity or other inappropriate language while on-site.
- K. Contractor personnel/employees must not enter a County secured facility while under the influence of alcohol, drugs or other intoxicants and must not have such materials in their possession.
- L. Contractor personnel/employees must plan their activities to minimize the number of times they must enter and exit a County secured facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- M. Contractor personnel/employee(s) must be well-disposed to the public and County staff utilizing the facilities but must be responsive only to the requests of the County Site Coordinator unless otherwise directed and must direct all inquiries or requests to the County Site Coordinator.

IV. TRANSITION REQUIREMENTS:

- A. Contractor must work with appropriate County IT, Procurement and/or department personnel to assess user department needs and coordinate a migration/transition schedule (as applicable).
- B. Contractor shall coordinate and provide without additional charge any other transition services County determines necessary to transition to another vendor at the end of the contract term.

V. PRICE GUARANTEE

- A. Contractor will guarantee fixed hardware and service pricing for a period of 24 months after contract has been awarded.
- B. For devices that the County may wish to acquire after the price guarantee expires, the Contractor agrees to offer the County a discount over retail pricing (as reported by a 3rd party such as Buyer's Laboratory) equivalent to the discounts being offered in this Contract

VI. DEVICE DATA COLLECTION: METER USAGE AND SUPPLY LEVELS

- A. Contractor will use ECI FM Audit to collect and store device meter and supply level data for the fleet at no cost to the County and provide access to the software to the County.
- B. ECI FM Audit is to report device level meters for service billing and supplies levels for supplies management, this tool is also capable of capturing and reporting:
 - 1. Make/Model
 - 2. IP Address
 - 3. MAC Address
 - 4. Location

5. Total Meters B/W
6. Total Meters Color
7. Supply Levels (including historical fill rates)

C. All data collected by the software tool will remain the property of the County.

VII. SERVICE RESPONSES

- A. 12 Orange County Based Technicians
- B. The average in-person service response time, as calculated from the time the service call is placed to the factory-trained service technician's on-site arrival, including preventive maintenance calls, will be: 4 Hours
- C. The maximum in-person service response time, as calculated from the time the service call is placed to the factory-trained service technician's on-site arrival, including preventive maintenance calls, will be: 5 Hours
- D. The average time it will take a field engineer to acknowledge the County's service request once a service call has been placed with Contractor, as calculated from the time the service call is placed until a service technician calls the County to provide an estimated time of arrival, will be: 60 Minutes
- E. To assure the County that Contractor 's intention is to respond to the service requests within the maximum response times stated above, Contractor shall compensate the County with the following credit of the monthly service cost (for the device in question) for each response that exceeds the guaranteed maximum response time: 5%
- F. Contractor shall provide a loaner device of equal or superior capabilities to the County if any device installed by Contractor is unable to perform to the County's specifications for more than 8 hours of normal business operation.
- G. Contractor shall provide Customer Support by phone at no additional charge during normal business hours; Monday – Friday 8:00am to 5:00pm.
- H. For issues related to service responses, supplies management, non-reporting devices, etc., Contractor will provide customer support by email and is expected to response within 1 hour.

VIII. TERMS AND CONDITIONS OF ACQUISITION

- A. 100% money-back guarantee for a particular device, regardless of the problem within 30 days.
- B. The Contractor guarantees each machine to perform within the County's specifications for a period of 60 MONTHS or the volume listed below, whichever occurs first.
- C. The Contractor will replace each machine on a like-for-like basis with the then current technology if the machine fails to perform to the County's specifications while continuously under a service agreement with Contractor, so long as the County uses supplies recommended by the equipment manufacturer.
- D. Volume Guarantees:

Copier/MFD	35 PPM B/W	60 Months OR 750,000 Impressions
Copier/MFD	45 PPM B/W	60 Months OR 1,200,000 Impressions
Copier/MFD	55 PPM B/W	60 Months OR 2,100,000 Impressions
Copier/MFD	65 PPM B/W	60 Months OR 2,700,000 Impressions
Copier/MFD	75 PPM B/W	60 Months OR 3,900,000 Impressions
Copier/MFD	75 PPM B/W	60 Months OR 4,800,000 Impressions
Copier/MFD	95 PPM B/W	60 Months OR 5,700,000 Impressions
Copier/MFD	35 PPM Color	60 Months OR 750,000 Impressions

Copier/MFD	45 PPM Color	60 Months OR 1,200,000 Impressions
Copier/MFD	55 PPM Color	60 Months OR 2,100,000 Impressions
Copier/MFD	65 PPM Color	60 Months OR 2,700,000 Impressions
Copier/MFD	75 PPM Color	60 Months OR 3,900,000 Impressions
Production Copier/MFD	110 PPM B/W	60 Months OR 18,000,000 Impressions
Production Copier/MFD	120 PPM B/W	60 Months OR 18,000,000 Impressions
Production Copier/MFD	75 PPM Color	60 Months OR 3,900,000 Impressions
MFP	30PPM B/W (Laser)	60 Months OR 300,000 Impressions
MFP	30PPM Color (Laser)	60 Months OR 300,000 Impressions
MFP	40PPM Color	60 Months OR 420,000 Impressions
MFP	50PPM B/W	60 Months OR 600,000 Impressions
Printer	30PPM B/W (Laser)	60 Months OR 300,000 Impressions
Printer	30PPM Color (Laser)	60 Months OR 300,000 Impressions
Printer	50PPM B/W (Laser)	60 Months OR 600,000 Impressions
Printer	50PPM Color (Laser)	60 Months OR 600,000 Impressions

E. Impressions Between Calls (IBCs) Guarantee: the Contractor guarantees each machine to operate at the fixed average number of Impressions Between Calls (IBCs) listed below for the entire life of the contract.

F. IBC Guarantees:

Copier/MFD	35 PPM B/W	12,500 IBCs
Copier/MFD	45 PPM B/W	20,000 IBCs
Copier/MFD	55 PPM B/W	35,000 IBCs
Copier/MFD	65 PPM B/W	45,000 IBCs
Copier/MFD	75 PPM B/W	65,000 IBCs
Copier/MFD	75 PPM B/W	80,000 IBCs
Copier/MFD	95 PPM B/W	95,000 IBCs
Copier/MFD	35 PPM Color	12,500 IBCs
Copier/MFD	45 PPM Color	20,000 IBCs
Copier/MFD	55 PPM Color	35,000 IBCs
Copier/MFD	65 PPM Color	45,000 IBCs
Copier/MFD	75 PPM Color	65,000 IBCs
Production Copier/MFD	110 PPM B/W	250,000 IBCs
Production Copier/MFD	120 PPM B/W	250,000 IBCs
Production Copier/MFD	75 PPM Color	65,000 IBCs
MFP	30PPM B/W (Laser)	5,000 IBCs
MFP	30PPM Color (Laser)	5,000 IBCs
MFP	40PPM Color	7,000 IBCs
MFP	50PPM B/W	10,000 IBCs
Printer	30PPM B/W (Laser)	5,000 IBCs
Printer	30PPM Color (Laser)	5,000 IBCs
Printer	50PPM B/W (Laser)	10,000 IBCs
Printer	50PPM Color (Laser)	10,000 IBCs

G. These averages are stated below by segment. The averages shall include Preventative Maintenance (PM) service calls and be calculated during any immediately preceding 12- month period. These calculations will exclude service calls caused by operator error and the guarantee will remain in effect while the equipment is continuously under a service agreement with Contractor.

H. Contractor will replace any machine on a like-for-like basis with the then current technology if that machine fails to produce the average number of Impressions Between Calls.

I. Fair Market Value (FMV) Leasing

1. The Contractor will use Wells Fargo, Leasing Company to provide Fair Market Value (FMV) funding for leasing.
2. FMV monthly lease rate factor:
 - a. 60-month FMV Lease rate factor for a monthly billing cycle: 0.01953
3. FMV quarterly lease rate factor:
 - a. 60-month FMV Lease rate factor for a quarterly billing cycle: 0.01953
4. Contractor will provide a fair market value buyout to keep at the end of the lease that does not exceed 15% of the purchase price of the device.
5. Contractor will provide a written notice to the County 90 days prior to the date the letter of intent is due to prevent any automatic renewal period.
6. Contractor agrees to a maximum automatic lease renewal period of 30 days.
7. Contractor is responsible for the return of equipment acquired from the Contractor under this contract to the Leasing Company at the end of the lease term. This shall include shipping costs, insurance, or any other shipping or equipment repair costs associated with the return of this equipment.

J. \$1.00 Buyout Leasing

1. \$1 Buyout monthly lease rate factor:
 - a. 60-month \$1 Buyout Lease rate factor for a monthly billing cycle: 0.021525.
2. \$1 Buyout quarterly lease rate factor:
 - a. 60- month \$1 Buyout Lease rate factor for a quarterly billing cycle: 0.021525.
3. Will provide a written notice to the County 90 days prior to the lease end date.

K. Lease Rate Adjustments

1. Contractor will adjust the proposed lease rates (up and down) in a manner that is directly proportional to any adjustments made by the Lease Company, with no increase in profit margin.
2. Will provide the County with 30-day notice prior to any rate adjustments.

L. Insurance Documentation

1. Upon request, the County shall provide Contractor with insurance documentation if required by the Leasing Company, once the lease contracts are signed.
2. Contractor shall provide documentation to the Leasing company, any and all necessary actions to correct any insurance billing problems. On-Appropriation / Funding-Out Clauses
3. Contractor shall include in all leasing options and lease documents, non-appropriation and/or funding-out clauses as required by the State Code of California. Lease Documentation Fee
4. Contractor will require the following Lease Documentation Fee per contract at no cost.

M. Training

1. Contractor will schedule, in advance at no additional cost, the installation and simultaneous basic instruction of the operation of the new equipment
2. In-Service Training: Contractor will schedule, in advance and at no additional cost, at each location's convenience, In-Service training (2 operators for each device) covering the complete operation of the new equipment as needed.

3. Copy Center Staff Training: Contractor agrees to schedule, in advance and at no additional cost, in-depth training to designated individuals on general and advanced copier functions and features; basic maintenance and troubleshooting; supply replenishment; use of the copier management system; and related items.
4. IT Staff Training: Contractor agree to schedule, in advance and at no additional cost, specialized network connectivity, configuration and other information technology training as requested by County.

N. Equipment Delivery and Timing

1. Pre-Installation Coordination: agree to coordinate the delivery, set-up/installation, and removal of devices with the ordering County department.
2. Delivery Tools and Waste: agree to, at all times, keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish as well as the tools, installation equipment, machinery, and surplus materials during the progress of the work and until completion thereof? Will Contractor remove from the premises all crates, wrappings and other flammable waste materials or trash.
3. Site Damages Caused During Delivery: agree to take responsibility for any damage to County premises as a result of delivery, set-up/installation, and pick-up of devices and repair and restore such premises to the original condition.
4. Pre-Installation Procedures: agree to advise the County of any an add specialized installation and environmental County site requirements for the delivery and installation of devices ordered under the resulting contract? This information must include, but is not limited to, the following: air conditioning, electrical requirements, special grounding, cabling requirements, space requirements, and any other considerations critical to the installation. After receipt of the County site requirements, the County may cancel an order for a particular copier before acceptance of copier. Additionally, inspections, tests, measurements, or other acts or functions performed by the County must in no manner be construed as relieving Contractor from full compliance with Contract requirements.
5. Damaged Items: Replacement Timing: agree to replace any items and/or components that are received with damages within thirty (30) consecutive calendar days after the notification of damage.
6. Damaged Items: Late Delivery: agree to pay, as liquidated damages, the sum of \$50.00 per device per consecutive calendar day after thirty (30) days from the date of notification until the replacement of damaged items have been received by the County.
7. Current Firmware: agrees to install the most current version(s) of firmware into all devices prior to installation.
8. Contractor does not experience hardware delivery delays for the proposed model(s) due to issues with the supply chain.

O. Equipment Disposal

1. Equipment Pick-Up and Disposal: agree to pick up and dispose of used equipment already owned by the County, if requested, at no additional charge to the County? (This applies only to existing equipment that is owned by County, not equipment that is under a lease agreement.) The County will provide Contractor with a list of all equipment to be removed and disposed of.
2. Existing Devices Data Security: agree to either destroy the hard drives (for devices with removable hard drives) and provide a certificate of completion at no cost.

P. Equipment Demonstration or Trial

1. Equipment demonstration: The County agencies may want to test the equipment onsite prior to awarding the contract. If requested, Contractor agrees to provide equipment, configured as proposed, for on-site testing for a minimum of 5 business days. The demonstration must not be conditioned upon an agreement to purchase/lease or execution of a purchase order.
2. Maximum Demonstration or Trial Period: agree that any demonstration or trial period will not exceed 30 calendar days.
3. Conversion of Demonstration or Trial Device: agree that any demonstration or trial device will not be converted to a permanent placement unless the device was new/unused prior to placement.
4. Data Security for Demonstration or Trial Device: Upon removal of a demonstration or trial device, Contractor agrees to take responsibility of securely erasing or destroying residual data stored in the hard disk drive. Contractor will permanently remove all stored County data/images from the hard disk drive and Cache memory within seven (7) calendar days of termination of the placement. Within seven (7) calendar days of data removal services or request by the County, Contractor will provide written certification (See Model Contract Attachment E. Certification for Data Removal) that data removal was completed.

IX. TERMS AND CONDITIONS OF SERVICE

- A. Tracking/Crediting Service Copies: any copies run by any representative of Contractor be tracked and credited back to the County at the end of each service-billing period.
- B. Preventative Maintenance and Parts Replacement
 1. Preventative Maintenance Parts List(s): Contractor will provide the pages from the service manual, for each installed device, indicating the manufacturer's replacement schedule for preventative maintenance (PM) parts, including parts names which may be included in PM Kits, and manufacturer's part numbers to the County? (This information will be used by the County to evaluate service work that is being performed by Contractor.
 2. Original Equipment Manufacturer Parts: Contractor agrees to provide only Original Equipment Manufacturer Parts and supplies when repairing, servicing, or supplying consumable items for each device. Failure to do so will constitute a breach of contract and require Contractor to fully compensate the County for any real or perceived loss or damage.
 3. Parts Replacement: For the entire life of each device covered under a service contract with the Contractor, Contractor shall replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule. In addition, if any part fails before reaching the manufacturer's estimated life expectancy, Contractor will replace failed parts as long as the device is covered under a service contract by Contractor.
 4. Management and Evaluation: The County reserves the right to monitor and evaluate all aspects of Vendor's invoicing and service work that is executed by Contractor for all equipment that is leased or covered under a service contract by Contractor on an ongoing basis. Contractor shall provide all requested lease and service contract data, billing and invoicing data, and/or service call history data within ten (10) business days of such a request whether made by telephone or e-mail. Contractors agree not to object or hinder in anyway the ongoing evaluation of cost, volume, equipment performance and Contractor's performance of services provided to the County.

5. Data Request: Contractor agree to pay to the County \$50.00 in liquidated damages per consecutive day, beyond 10 business days, that Vendor delays delivering requested lease and/or service contract data, billing and/or invoicing data, and/or service call history data.
6. Monthly Reports: Contractor will deliver monthly reports in an electronic format acceptable to the County. The reports will be formatted in an acceptable manner and include the following for each device acquired from Contractor. - make/model - serial number - Contractor ID number – location - room number - the monthly meter readings (for each billable meter per device)
 - i. In addition to the above data, each report will include all service calls performed during the past 30 days, the date and time the call was placed, the date and time the technician arrived onsite, the beginning meter reading of the service call, the ending meter reading of the service call, a complete description of the reason for each call, the remedy provided by Supplier, and a complete list of all parts including the manufacturer's part numbers that were required to complete each service call.
 - ii. All calls will be recorded and be categorized as a service call, return with parts call, a call back, operator error call or courtesy call. These monthly reports shall be provided at no additional expense to the County for the life of the equipment.

C. Equipment Relocation

1. Within a building: If, during the contract period, the need arises to move or relocate equipment purchased under this contract within a building, will Contractor agree to move the equipment at no additional charge to the County.
2. From one building to another building: If, during the contract period, the need arises to move or relocate equipment purchased under this contract from one building to another building, will Contractor agree to move the equipment at no additional charge to the County.

D. Data Security for proposed Equipment

1. Overwrite Capability: proposed devices have the capability for at least a onetime overwrite after the completion of each copy/print/scan job and a structured three (3) times overwrite (DoD) on a weekly off hours (outside of working days, 8:00a.m.- 5:00p.m.) schedule.
2. De-installation of Hard Drives for Purchased Devices at end-of-life: Contractor agrees, at no additional charge, to de-install each hard drive and turn each hard drive over to the custody of personnel authorized by the County so that the County may oversee the complete destruction of the hard drive and any confidential data contained therein. This applies to purchased devices only.
3. Replacement Hard Drive / Overwrite Software: Overwrite Software is included in pricing. Note: Any hard drive replacement shall occur at the end of the life cycle before the device is deinstalled and while the device is still located at the County's site.
4. Hard Drives Erasure and Certification: Contractor agrees to take responsibility of securely erasing or destroying residual data stored in the hard disk drive. Contractor will permanently remove all stored County data/images from the hard disk drive and Cache memory within seven (7) calendar days of termination of the placement. Within seven (7) calendar days of data removal services or request by the County, Contractor will provide written certification (See Model Contract Attachment E. Certification for Data Removal) that data removal was completed.
5. Removal of Hard Drive from the County's Site: Contractor agrees that no hard drive, for any reason, for any device acquired under this Contract, will be removed from the County's site at any time by Contractor, unless all data contained in the hard drive has

been removed utilizing software that will overwrite the hard drive, and that removing a hard drive from the County's site without confirming that the hard drive has been erased will constitute a breach of contract.

6. Protection of Confidential Information: Contractor understands that documents left in or on any device may contain confidential information that must be protected and agrees that all documents found in or on any device by Contractor will be handed to authorized County personnel and that the documents will not be placed in a trash can or recycle bin by any representative of Contractor.

E. Supplies

1. Supply Shipping: agree to ship and/or deliver supplies (including toner and staples) to the County for no additional charge? If no, please explain how shipping charges will be determined.
2. Supply Shipping: 1-2 Business day for toner to be delivered after it has been ordered.
3. Supply Shipping: Late Delivery: To assure the County that Contractor's intention is to deliver toner within the number of days stated above, Contractor will compensate the County with \$5.00 credit for each late delivery.
4. Used Toner and Toner Containers: Contractor will pick up the empty/used toner containers at no cost.
5. Cost of Staples: \$50.00 per box of 3 cartridges. 15000 Staples Per Box.
6. Auto Supply Replenishment: Contractor ship supplies automatically based on the usage of each device without the County having to place an order.
7. Spare set of toners on-site: Contractor will allow the County to keep a spare set of toners on hand (at each site) for each model type as well as for each high-volume device, at no additional cost.

F. Extended Service Coverage

1. Years 6 and 7: When any device is 5 years old, if the device has not reached the 60-month volume (see Terms and Conditions of Acquisition) and the device is experiencing an average of 1 or fewer service calls per month, will Contractor offer extended coverage for years 6 and 7.
2. Terms for Extended Coverage: Contractor will offer the same level of service for years 6 and 7 (as provided for the first 5 years).
3. Service Rate Increase: As compared to the proposed rates for Year 5, the estimated service rate increase for years 6 and 7 is 10%.

X. CURRENT PRINTER FLEET SERVICE/SUPPLIES

A. Current Printer Fleet Services/Supplies Terms

1. Makes/Models: Service/Supplies will be provided for all currently installed make/models listed.
2. On an "As-is" Basis: Contractor provide service for the existing printer fleet on an as-is basis, i.e., with no inspection or charges to "bring the equipment up to contract-level specifications" before the contract begins? Any device that will not produce a printed page at the start of the contract will be excluded from this requirement. The County will take into consideration the exclusion of any printer found to be operable, but in extremely poor condition.
3. Contractor agrees that the contract cannot be assigned to another Service Company without the written permission of the County or canceled by Contractor except for non-payment of the service contract by the County.

4. Contractor agrees to submit all contract invoices and billing in a timely manner. The contract shall include network interface support, labor, and all consumable parts and supply items excluding paper. The contract shall include all parts required by the equipment manufacturer to keep all equipment operating within manufacturer specifications. The service contract shall also include all travel time, mileage, and labor.
5. Firmware Upgrades (after initial installation): Except for firmware upgrades Contractor will install prior to delivery of a device, Contractor agrees to NOT take the initiative to do any additional firmware upgrades or change configuration settings without the County's permission.
6. Adding Printers/MFPs to the Contract: Contractor agrees that printers/MFPs can be added to the contract at the proposed rates at any time, provided the model of the additional printer is already under contract or a new model is approved by Contractor and connected to the County's network.
7. Equipment Replacement: Contractor shall replace printers that cannot be repaired on a like-for-like basis at no additional cost as long as the contract is in effect and also agree that all replacement devices shall become property of the County? (This will apply to all devices covered under the contract. NO
8. Printer Relocation by the County: If during the contract period, the need arises to move a printer covered under this contract, Contractor allows County personnel to move the equipment without affecting the contract coverage.
9. Printer Relocation Notification: Contractor allows printer/MFP relocation notifications via email at service@c3tech.com.
10. Annual Preventative Maintenance on all devices covered under the contract: Contractor provide annual preventative maintenance for printers/MFPs covered under this contract at no additional cost.
11. Parts Replacement for Existing Devices: For the entire life of each existing device covered under a service contract with Contractor, Contractor will replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule? In addition, if any part fails before reaching the manufacturer's estimated life expectancy, will Contractor replace failed parts as long as the device is covered under a service contract by Contractor.
12. Supply Failure Rate: average failure rates for OEM: 1%, and for 3rd Party: 1%.

B. Current Printer Fleet Service/Supplies Pricing

1. Cost-per-print for a contract that uses only OEM parts and supplies as well as pricing for a contract that uses third party high-quality compatible supplies.

Pricing for B/W Prints on B/W Devices	
(OEM parts and supplies)	(3rd Party parts and supplies)
\$0.044	\$0.0179

Pricing for B/W Prints on Color Devices	
(OEM parts and supplies)	(3rd Party parts and supplies)
\$0.044	\$0.0179

Pricing for Color Prints	
(OEM parts and supplies)	(3rd Party parts and supplies)
\$0.24	\$0.11

XI. SOFTWARE TECHNICAL REQUIREMENTS

A. Option 1 - On-Premises Software Solution: PaperCutMFD version 22.0

B. Support and Recommended Server Operating System(s)

1. Supported Server Operating Systems: Microsoft Windows (64-bit), Apple macOS 10.15 (Catalina) or higher, Windows Server 2022 / 2019 / 2016 / 2012 R2 / 2012 / Windows 11 / Windows 10
2. Recommended Server Operating Systems: Note: Core, server, advanced server, enterprise edition, 64-bit edition, workstation, professional versions all supported. If using Windows Server 2012 or 2012 R2, make sure the Server-Gui-Mgmt-Infra feature of Windows Server is installed.
3. Universal Print Driver Offered
 - i. Universal Print Driver allow the user full access the device's finishing options, i.e., stapling and 3-hole punch
 - ii. Devices can be remotely configured individually or in groups of like devices.
4. Secure Print Release ("Follow-Me"): This capability provides the ability for the sender to have their document(s) printed only if their ID code is entered at the machine. The user should be able to request, from any device on the network which is configured for this function, that their print job be printed at the device from which the request is made.
5. User Identification: Users can be assigned a unique identification number
6. Cost Accounting: Tracked activity can be assigned to one or more accounting codes as defined by the County.
7. Activity Management: Device features and functions can be limited by user, organization, accounting code, or any combination.
8. User Limiting Function: Users can be assigned hard volume or cost limits that prevent further use until approval(s) are granted. These same limits can be "awareness" warnings at various thresholds, with no usage prevention.
9. Server-Based Document Processing: Action taken for a scanned document will be handled at the server level rather than making use of device resources.
10. Automatic Generation and Distribution of Reports: reports are able to have automatic generation and distribution.
11. User Authentication: Users must use an assigned access code in order to gain access to device features and functions. This access code can be entered at the desktop or at the device.
12. Active Directory Authentication Support: solution being proposed supports Active Directory authentication.
13. Print Driver Auto Deploy: has an auto print driver deploy option which allows for auto-loading of print drivers based on specific subnets with no additional cost.
14. Pricing: Embedded Software License Cost: one-time purchase cost per newly installed device for the license to enable the proper functional interoperability with software.
 - iii. \$332.80 per license per Multi-Function device
 - iv. \$1,16.80 per device for required installation/configuration support
 - v. \$520.00 per server
15. Pricing: Card Reader for Copier/ MFDs: \$144 per card reader, connected via USB.

16. Pricing: Ongoing Maintenance/Support Pricing: \$416 per device for 5 years.
17. Multiple Instances: In the event that the County would need multiple instances of the proposed software for departments due to the network infrastructure/firewalls.
 - vi. \$520.00 per server
18. Training: Training included during implementation and ongoing.
 - vii. User Based Training
 - viii. Admin Training.
 - ix. Knowledge Base and Manuals available 24/7
 - x. \$0 per hour for up to 10 people
19. Professional Services: price for professional services for solution customization and/or additional support.
 - xi. \$116.80 per hour.

C. Option 2 - Cloud Based Solution: PaperCut 22.0- PaperCut MF

1. Universal Print Driver Offered
 - i. Universal Print Driver allow the user full access the device's finishing options, i.e., stapling and 3-hole punch
 - ii. Devices can be remotely configured individually or in groups of like devices.
 - iii. Device provides automatic device discovery.
2. Secure Print Release ("Follow-Me")- This capability provides the ability for the sender to have their document(s) printed only if their ID code is entered at the machine. The user should be able to request, from any device on the network which is configured for this function, that their print job be printed at the device from which the request is made.
3. User Identification: Users can be assigned a unique identification number
4. Cost Accounting: Tracked activity can be assigned to one or more accounting codes as defined by the County.
5. Activity Management: Device features and functions can be limited by user, organization, accounting code, or any combination.
6. User Limiting Function: Users can be assigned hard volume or cost limits that prevent further use until approval(s) are granted. These same limits can be "awareness" warnings at various thresholds, with no usage prevention.
7. Server-Based Document Processing: Action taken for a scanned document will be handled at the server level rather than making use of device resources.
8. Automatic Generation and Distribution of Reports: reports are able to have automatic generation and distribution.
9. User Authentication: Users must use an assigned access code in order to gain access to device features and functions. This access code can be entered at the desktop or at the device.
10. Active Directory Authentication Support: solution being proposed supports Active Directory authentication.
11. Print Driver Auto Deploy: Solution proposed has an auto print driver deploy option which allows for auto-loading of print drivers based on specific subnets.
12. Pricing: Embedded Software License Cost: the cost per newly installed device for the license to enable the proper functional interoperability with software proposed.
 - i. \$332.80 per license per Multi-Function device per one-time (specify one-time,

- monthly, annually)
- ii. \$116.80 per device for required installation/configuration support
- iii. \$520.00 per server
- 13. Pricing: Card Reader for Copier/ MFDs: \$144 per card reader, connected via USB.
- 14. Pricing: Ongoing Maintenance/Support Pricing: \$416 per device for 5 years.
- 15. Multiple Instances: If the County would need multiple instances of the proposed software for departments due to the network infrastructure/firewalls.
 - iv. \$520.00 per server
- 16. Training: Training included during implementation and ongoing.
 - v. User Based Training
 - vi. Admin Training.
 - vii. Knowledge Base and Manuals available 24/7
 - viii. \$0 per hour for up to 10 people
- 17. Professional Services: price for professional services for solution customization and/or additional support.
 - ix. \$116.80 per hour.

XII. SUPPORT FOR SOFTWARE SOLUTION

A. Device Management and Usage Tracking Software Support

1. Placing a Support Call:
 - i. Support calls are available by web portal 24/7 (www.c3tech.com/my-c3)
 - ii. Phone M-F 8:00am-5:00pm phone [\(714\) 689-1700](tel:7146891700)
 - iii. Email (service@c3tech.com).
 - iv. Asset Tag and or Serials will be needed to initiate support.
2. Method of Delivery of Support Services: Software Support will be delivered by a remote access conference connection. Users can also phone in to listen/speak in conversation.
3. Priority 1, Critical:

“Critical” is defined as any system status where a major feature fails to function, the system is not functioning, or a major business process is seriously disrupted.

 - i. Target Response in 1 hours
 - ii. Target Resolution in 4 hours
4. Escalation Process for Priority 1 Issues: “Escalation Process” is defined as a specific sequence of documented, hierarchical actions that is expected to take place to reach problem resolution. For issues not resolved within the target resolution period, please describe your escalation process for Priority 1 issues.
 - i. Escalation of Priority 1 Issues will be taken by C3’s internal CIO and software Contractor’s emergency team. Client will be communicated as information are updated.
5. Compensation for Exceeding the Target Resolution Period for Priority 1 Issues: NO
6. Priority 2, High:

“High” is defined as any system status where a major feature intermittently fails to function, or a major business process is intermittently seriously disrupted.

 - i. Target Response in 4 hours

- ii. Target Resolution in 8 hours
- 7. Escalation Process for Priority 2 Issues: “Escalation Process” is defined as a specific sequence of documented, hierarchical actions that is expected to take place to reach problem resolution. For issues not resolved within the target resolution period, please describe your escalation process for Priority 2 issues.
 - i. Escalation of Priority 2 Issues will be taken by C3's internal IT Manager and software Contractor's level 3 team. Client will be communicated as information are updated.
- 8. Compensation for Exceeding the Target Resolution Period for Priority 2 Issues: NO
- 9. Priority 3, Medium:

“Medium” is defined as any system status where a feature intermittently fails to function, or a business process is intermittently disrupted.

 - i. Target Response in 8 hours
 - ii. Target Resolution in 24 hours
- 10. Escalation Process for Priority 3 Issues: Escalation of Priority 3 Issues will be taken by C3's internal Level II Team and software Contractor's level 2 team. Client will be communicated as information are updated.
- 11. Priority 4: Low: resolution time period for support calls related to a minor usability, presentation or cosmetic problem that does not affect the ability to use the product.
 - i. Target Response in 24 hours
 - ii. Target Resolution in 48 hours

XIII. HARDWARE CATALOG AND HARDWARE PRICING

- A. Hardware Catalog and Hardware pricing on Attachment D, page 42.
- B. All devices shall be new/unused, the most current model version, and newly manufactured as defined in the Contract.
- C. Prices include all requirements, including all expenses for set-up, delivery, installation of device, a surge protector, a line conditioner (if recommended by the manufacturer), and a stand/pedestal as recommended by the manufacturer (if required).
- D. Prices include a truck or van delivered price to the install location. Prices are F.O.B. to the delivery point, with Contractor assuming all responsibility in making necessary adjustments with freight companies or in replacing all devices damaged in transit to the satisfaction of the County.
- E. All prices for Optional Equipment shall include all expenses for set-up, delivery, and installation of optional equipment.

XIV. SERVICE PRICING

- A. Contractor agrees that the service contract cannot be assigned to another Service Company without the written permission of the County or canceled by Contractor except for non-payment of the service contract by the County. Contractor also agrees to submit all service contract invoices and billing in a timely manner. All service contract requirements shall apply if equipment is purchased or leased.

The service contract shall include network interface support, unlimited supplies of all toner, all developer, drums, all consumable parts, toner waste containers, and all other supply items excluding paper. The service contract shall include all parts and Preventive Maintenance (PM) parts as required by the equipment manufacturer to keep all equipment operating within manufacturer specifications. Contractor will be required to use Original Equipment Manufacturer (OEM) parts

and supplies when servicing the fleet of equipment. Replacement of PM parts shall occur according to the manufacturer's schedule. The service contract shall also include all travel time, mileage, and labor.

- B. Service billing shall occur Quarterly in Arrears based on actual usage, with no minimum volume guaranteed. Rates are as listed below:

Segment:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
Copier/MFD - 35PPM B/W	\$0.00297 B/W	\$0.00297 B/W	\$0.00318 B/W	\$0.00343 B/W	\$0.00378 B/W
Copier/MFD - 45PPM B/W	\$0.00297 B/W	\$0.00297 B/W	\$0.00318 B/W	\$0.00343 B/W	\$0.00378 B/W
Copier/MFD - 55PPM B/W	\$0.00297 B/W	\$0.00297 B/W	\$0.00318 B/W	\$0.00343 B/W	\$0.00378 B/W
Copier/MFD - 65PPM B/W	\$0.00297 B/W	\$0.00297 B/W	\$0.00318 B/W	\$0.00343 B/W	\$0.00378 B/W
Copier/MFD - 75PPM B/W	\$0.00297 B/W	\$0.00297 B/W	\$0.00318 B/W	\$0.00343 B/W	\$0.00378 B/W
Copier/MFD - 85PPM B/W	\$0.00297 B/W	\$0.00297 B/W	\$0.00318 B/W	\$0.00343 B/W	\$0.00378 B/W
Copier/MFD - 95PPM B/W	\$0.00297 B/W	\$0.00297 B/W	\$0.00318 B/W	\$0.00343 B/W	\$0.00378 B/W
Copier/MFD - 35PPM Color	\$0.00297 B/W \$0.0347 Color	\$0.00297 B/W \$0.0347 Color	\$0.00318 B/W \$0.0371 Color	\$0.00343 B/W \$0.04 Color	\$0.00378 B/W \$0.044 Color
Copier/MFD - 45PPM Color	\$0.00297 B/W \$0.0347 Color	\$0.00297 B/W \$0.0347 Color	\$0.00318 B/W \$0.0371 Color	\$0.00343 B/W \$0.04 Color	\$0.00378 B/W \$0.044 Color
Copier/MFD - 55PPM Color	\$0.00297 B/W \$0.0347 Color	\$0.00297 B/W \$0.0347 Color	\$0.00318 B/W \$0.0371 Color	\$0.00343 B/W \$0.04 Color	\$0.00378 B/W \$0.044 Color
Copier/MFD - 65PPM Color	\$0.00297 B/W \$0.0347 Color	\$0.00297 B/W \$0.0347 Color	\$0.00318 B/W \$0.0371 Color	\$0.00343 B/W \$0.04 Color	\$0.00378 B/W \$0.044 Color
Copier/MFD - 75PPM Color	\$0.00297 B/W \$0.0297 Color	\$0.00297 B/W \$0.0297 Color	\$0.00318 B/W \$0.0371 Color	\$0.00343 B/W \$0.04 Color	\$0.00378 B/W \$0.044 Color
Segment:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
Production Copier/MFD - 110PPM B/W	\$0.00297 B/W	\$0.00297 B/W	\$0.00318B/W	\$0.00343 B/W	\$0.00378 B/W
Production Copier/MFD - 120PPM B/W	\$0.00297 B/W	\$0.00297 B/W	\$0.00318B/W	\$0.00343 B/W	\$0.00378 B/W
Production Copier/MFD - 75PPM Color	\$0.00297 B/W \$0.0297 Color	\$0.00297 B/W \$0.0297 Color	\$0.00318 B/W \$0.0318 Color	\$0.00343 B/W \$0.0343 Color	\$0.00378 B/W \$0.0378 Color
MFP - 30PPM B/W (Laser)	\$0.044 B/W	\$0.044 B/W	\$0.047 B/W	\$0.051 B/W	\$0.056 B/W
MFP - 30PPM B/W (Laser) Software Compatible	\$0.044 B/W	\$0.044 B/W	\$0.047 B/W	\$0.051 B/W	\$0.056 B/W
MFP - 30PPM Color (Laser)	\$0.044 B/W \$0.24 Color	\$0.044 B/W \$0.24 Color	\$0.047 B/W \$0.257 Color	\$0.051 B/W \$0.278 Color	\$0.056 B/W \$0.306 Color
MFP - 30PPM Color (Laser) Software Compatible	\$0.044 B/W \$.24 Color	\$0.044 B/W \$.24 Color	\$0.047 B/W \$0.257 Color	\$0.051 B/W \$0.278 Color	\$0.056 B/W \$0.306 Color
MFP - 50PPM B/W (Laser)	\$0.044 B/W	\$0.044 B/W	\$0.047 B/W	\$0.051 B/W	\$0.056 B/W
MFP - 50PPM B/W (Laser) Software Compatible	\$0.044 B/W \$0.24 Color	\$0.044 B/W \$0.24 Color	\$0.047 B/W \$0.257 Color	\$0.051 B/W \$0.278 Color	\$0.056 B/W \$0.306 Color
MFP - 50PPM Color (Laser)	\$0.044 B/W \$0.24 Color	\$0.044 B/W \$0.24 Color	\$0.047 B/W \$0.257 Color	\$0.051 B/W \$0.278 Color	\$0.056 B/W \$0.306 Color
MFP - 50PPM Color (Laser) Software Compatible	\$0.044 B/W \$0.24 Color	\$0.044 B/W \$0.24 Color	\$0.047 B/W \$0.257 Color	\$0.051 B/W \$0.278 Color	\$0.056 B/W \$0.306 Color
Printer - 30PPM B/W (Laser)	\$0.044 B/W	\$0.044 B/W	\$0.047 B/W	\$0.051 B/W	\$0.056 B/W
Printer - 30PPM Color (Laser)	\$0.044 B/W \$0.24 Color	\$0.044 B/W \$0.24 Color	\$0.047 B/W \$0.257 Color	\$0.051 B/W \$0.278 Color	\$0.056 B/W \$0.306 Color
Printer - 50PPM B/W (Laser)	\$0.044 B/W	\$0.044 B/W	\$0.047 B/W	\$0.051 B/W	\$0.056 B/W
Printer - 50PPM Color (Laser)	\$0.044 B/W \$0.24 Color	\$0.044 B/W \$0.24 Color	\$0.047 B/W \$0.257 Color	\$0.051 B/W \$0.278 Color	\$0.056 B/W 0.306

ATTACHMENT B
PAYMENT AND COMPENSATION

- I. COMPENSATION:** This is a firm-fixed fee Contract between County and Contractor of Digital Multifunctional Copiers, Related Accessories and Services as set forth in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & P of County Contract Terms and Conditions.**

- II. PAYMENT TERMS:** Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County. Invoices will be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

- III. Price Increase/Decreases:** No price increases will be permitted during the first period of Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

- IV. Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

- V. Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

- VI. Payment Terms:** Any purchase invoices are to be submitted following delivery and acceptance. Any lease invoices are to be submitted in advance, once per period as determined by option selected by County, for the fixed cost by item to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Service invoices are to be submitted quarterly in arrears based on actual usage and aligned with the County's fiscal year. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VII. Taxpayer ID Number: Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

VIII. Payment – Invoicing Instructions: Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from 1 above
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Contract TBD
- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

***Please send invoices according to the instructions by each Department.**

IX. Payment (Electronic Funds Transfer (EFT): County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax, or email to the address or phone listed on the form.

**ATTACHMENT C
STAFFING PLAN**

I. KEY PERSONNEL

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

Name	Classification/ Designation	Year of Experience	Years with Company	Professional Licenses or Credentials
Tony Sanchez	CEO	30+	11	
Tricia Sanchez	CFO	30+	<u>11</u>	
Davis Tran	VP of Operations	10	<u>10</u>	
Dennis McCabe	Service Manager	30+	<u>6</u>	Sharp and Canon Certified Technician
Sandra Magazzu	AR	30+	<u>7</u>	
Scott Sanchez	Sales Manager	3	<u>3</u>	

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

II. SUBCONTRACTORS

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
Not Applicable		

ATTACHMENT D
HARDWARE CATALOG AND HARDWARE PRICING

I. Hardware Segments: B/W Copier/MFD: Copy/Print/Scan

A. Minimum Requirements for the B/W Copier/MFD Segments

1. Copier/MFD - 35 PPM B/W
2. Copier/MFD - 45 PPM B/W
3. Copier/MFD - 55 PPM B/W
4. Copier/MFD - 65 PPM B/W
5. Copier/MFD - 75 PPM B/W
6. Copier/MFD - 85 PPM B/W
7. Copier/MFD - 95 PPM B/W

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	Must have minimum copy/print DPI of 600 x 600 dpi
Accepted Paper Types	<ul style="list-style-type: none"> • Avery Labels (from By-Pass Tray) • Envelopes (from the By-Pass Tray) • Cover Stock (from the By-Pass Tray) Minimum Weight: 110 lb. • Index Paper (from the By-Pass Tray) Minimum Weight: 90 lb. • Recycled Paper up to and including 100% Post-Consumer Waste (PCW) paper • Zoom range (25% to 400%)
Duplexing	Min paper size: 8.5 x 11 Max paper size: 11 x 17
Network Printing	
Controller Type	Devices must have Embedded Print Controllers w/ NIC Card
Driver(s)	Current drivers for the proposed devices: PCL Version: 5e or 6
Additional Controller Requirements on device	Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely without additional software.
	Secure / Private / Confidential Printing: This must include all hardware, i.e., hard drive and/or memory, and software required to be fully functional without additional software.
For devices with finishing options	Print driver functionality must allow the user to select all finishing options as applicable based on the configuration of the device.
Scanning	
Scanner output/destination	<ul style="list-style-type: none"> • Scan to Email • Scan to Network • Scan to File Folder • Scan to Cloud Drive
Scanner output/file type:	<ul style="list-style-type: none"> • PDF • JPEG
Scanner Minimum Resolution:	<ul style="list-style-type: none"> • minimum Scan DPI of 600 x 600 dpi
AD and LDAP	All devices must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.
Document Feeder:	Minimum RADF Minimum paper size of 8.5 x 11 Maximum paper size of 11 x 17 Document feed capacity minimum of 50-sheets

1. Minimum Speed 35PPM: Copier/MFD - 35PPM B/W Segment**a. Required Equipment**

Make/Model:	<u>Sharp BP-50M36</u>	
Purchase Price:	<u>\$ 1,746.00</u>	
Device Speed:	<u>36 PPM B/W</u>	
Scanner Speed:	<u>80 IPM</u>	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 50 sheet(s)	<u>100-sheet (or 20 envelope) bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>550-sheet Paper Drawer</u>	Sheets: <u>550</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>550-sheet Paper Drawer</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	<u>#MX-PK13L</u>	<u>\$120</u>
Scanner upgrade to Single Pass Duplex Scanning:	<u>#NA</u>	<u>\$NA</u>
Color Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Scans in a Searchable PDF file format:	<u>#Inc</u>	<u>\$Inc</u>
Faxing (analog):	<u>#BP-FX11</u>	<u>\$240</u>
Additional Paper Tray (8.5 x 11): Minimum of 1,000 Sheets	<u>#BP-DE15</u> <u>Sheets: 2100</u>	<u>\$480</u>
Work/Utility Table or Surface:	<u>#MX-UT10</u>	<u>\$67.20</u>
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	<u>#3806V864</u>	<u>\$163.80</u>
Option 1: Inner: 1-Tray Stacker with Stapling; Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions	<u>#BP-FN11</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$446.40</u>
Option 2: Inner: 1-Tray Stacker with Stapling and 3-hole punch; Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u>#BP-FN11+BP-PN14B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$624</u>
Option 3: External: 1-Tray Stacker with Stapling; Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions	<u>#BP-FN13</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$912</u>
Option 4: External: 2-Tray Stacker with Stapling and 3-hole punch; Min: Tray 1: 250-sheets; Tray 2: 500-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u>#BP-FN15+MX-PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,320.00</u>
Coin Op Unit that accepts change and bills	Make/Model <u>ACDI</u> <u>#EX2000-B + 7000EFS +</u> <u>PCCconnect</u>	<u>\$1,737.00</u>

2. Minimum Speed 45PPM: Copier/MFD - 45PPM B/W Segment**a. Required Equipment**

Make/Model:	<u>Sharp BP-50M45</u>	
Purchase Price:	<u>\$1,925.00</u>	
Device Speed:	<u>45 PPM B/W</u>	
Scanner Speed:	<u>80 IPM</u>	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 50 sheet(s)	<u>100-sheet (or 20 envelope) bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>550-sheet Paper Drawer</u>	Sheets: <u>550</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>550-sheet Paper Drawer</u>	Sheets: <u>550</u>
LCT 8.5 x 11 / 1,000 sheet(s)	<u>Stand/3 x 550-sheet Paper Drawers</u>	Sheets: <u>1100</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	<u>#MX-PK13L</u>	<u>\$120</u>
Scanner upgrade to Single Pass Duplex Scanning:	<u># NA</u>	<u>\$NA</u>
Color Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Scans in a Searchable PDF file format:	<u>#Inc</u>	<u>\$Inc</u>
Faxing (analog):	<u># BP-FX11</u>	<u>\$240</u>
Work/Utility Table or Surface:	<u># MX-UT10</u>	<u>\$67.20</u>
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	<u># 3806V864</u>	<u>\$163.80</u>
Option 1: Inner: 1-Tray Stacker with Stapling; Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions	<u># BP-FN11</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$446.40</u>
Option 2: Inner: 1-Tray Stacker with Stapling and 3-hole punch; Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># BP-FN11+BP-PN14B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$624.00</u>
Option 3: External: 1-Tray Stacker with Stapling; Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions	<u># BP-FN13</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$912.00</u>
Option 4: External: 2-Tray Stacker with Stapling and 3-hole punch; Min: Tray 1: 250-sheets; Tray 2: 500-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># BP-FN15+MX-PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,320.00</u>

3. Minimum Speed 55PPM: Copier/MFD - 55PPM B/W Segment**a. Required Equipment**

Make/Model:	<u>Sharp BP-50C55</u>	
Purchase Price:	<u>\$2,142.40</u>	
Device Speed:	<u>55 PPM B/W</u>	
Scanner Speed:	<u>80 IPM</u>	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 50 sheet(s)	<u>100-sheet (or 20 envelope) bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>550-sheet Paper Drawer</u>	Sheets: <u>550</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>550-sheet Paper Drawer</u>	Sheets: <u>550</u>
LCT 8.5 x 11 / 2,000 sheet(s)	<u>2,100-sheet Split Tandem Paper Drawers</u>	Sheets: <u>2100</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	<u>#MX-PK13L</u>	<u>\$120</u>
Scanner upgrade to Single Pass Duplex Scanning:	<u>#NA</u>	<u>\$NA</u>
	<u># Inc</u>	<u>\$Inc</u>
Scans in a Searchable PDF file format:	<u># Inc</u>	<u>\$Inc</u>
Faxing (analog):	<u># MX-FX11</u>	<u>\$240</u>
Work/Utility Table or Surface:	<u># BP-UT10</u>	<u>\$67.20</u>
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	<u># 3806V864</u>	<u>\$163.80</u>
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1,000-sheets; Min: stapling 50-sheets and 3 positions	<u># BP-FN13</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$912</u>
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># BP-FN15+MX-PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,320.00</u>

4. Minimum Speed 65PPM: Copier/MFD - 65PPM B/W Segment**a. Required Equipment**

Make/Model:	<u>Sharp BP-50C65</u>	
Purchase Price:	\$ 2,667.40	
Device Speed:	<u>65</u> PPM B/W	
Scanner Speed:	<u>80</u> IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	<u>100-sheet (or 20 envelope) bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>550-sheet Paper Drawer</u>	Sheets: <u>550</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>550-sheet Paper Drawer</u>	Sheets: <u>550</u>
LCT 8.5 x 11 / 2,000 sheet(s)	<u>2,100-sheet Split Tandem Paper Drawers</u>	Sheets: <u>2100</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	# <u>MX-PK13L</u>	<u>\$120</u>
Scanner upgrade to Single Pass Duplex Scanning:	# <u>NA</u>	<u>\$NA</u>
Color Scanning:	# <u>Inc</u>	<u>\$Inc</u>
Scans in a Searchable PDF file format:	# <u>Inc</u>	<u>\$Inc</u>
Faxing (analog):	# <u>MX-FX11</u>	<u>\$240</u>
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	# <u>BP-LC10</u> <u>Sheets: 3000</u>	<u>\$398.40</u>
Work/Utility Table or Surface:	# <u>BP-UT10</u>	<u>\$67.20</u>
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	# <u>3806V864</u>	<u>\$163.80</u>
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1,000-sheets; Min: stapling 50-sheets and 3 positions	# <u>BP-FN13</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$912</u>
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	# <u>BP-FN15 + MX-PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,320</u>

5. Minimum Speed 75PPM: Copier/MFD - 75PPM B/W Segment**a. Required Equipment**

Make/Model:	<u>Sharp BP-70M75</u>	
Purchase Price:	<u>\$ 4,244.72</u>	
Device Speed:	<u>75</u> PPM B/W	
Scanner Speed:	<u>140</u> IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	<u>100-sheet bypass tray</u> <u>(letter/legal/ledger/statement)</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>500-sheet bypass tray</u> <u>(letter/legal/ledger/statement)</u>	Sheets: <u>500</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>500-sheet bypass tray</u> <u>(letter/legal/ledger/statement)</u>	Sheets: <u>500</u>
LCT 8.5 x 11 / 2,000 sheet(s)	<u>Tray 1 - 1250 sheets (letter).</u> <u>Tandem Tray 2 - 850 sheets (letter)</u>	Sheets: <u>2100</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	#Inc	<u>\$Inc</u>
Scanner upgrade to Single Pass Duplex Scanning:	#Inc	<u>\$Inc</u>
Color Scanning:	#Inc	<u>\$Inc</u>
Scans in a Searchable PDF file format:	#Inc	<u>\$Inc</u>
Faxing (analog):	#BP-FX11	<u>\$240</u>
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	# <u>BP-LC11</u> <u>Sheets: 3500</u>	<u>\$398.40</u>
Work/Utility Table or Surface:	# <u>NA</u>	<u>\$NA</u>
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	# <u>3806V864</u>	<u>\$163.80</u>
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1,000-sheets; Min: stapling 50-sheets and 3 positions	# <u>MX-FN34</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,083.84</u>
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,00-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	# <u>MX-FN34+MX-PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,261.44</u>

6. Minimum Speed 85PPM: Copier/MFD - 85PPM B/W Segment**a. Required Equipment**

Make/Model:	Sharp BP-70M90	
Purchase Price:	\$ 5,900.72	
Device Speed:	90 PPM B/W	
Scanner Speed:	140 IPM	
NEMA ID:	NEMA 5-20	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	<u>100-sheet bypass tray</u> <u>(letter/legal/ledger/statement)</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>500-sheet bypass tray</u> <u>(letter/legal/ledger/statement)</u>	Sheets: <u>500</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>500-sheet bypass tray</u> <u>(letter/legal/ledger/statement)</u>	Sheets: <u>500</u>
LCT 8.5 x 11 / 2,000 sheet(s)	<u>Tray 1 - 1250 sheets (letter),</u> <u>Tandem Tray 2 - 850 sheets</u> <u>(letter)</u>	Sheets: <u>2100</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	<u>#Inc</u>	<u>\$Inc</u>
Scanner upgrade to Single Pass Duplex Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Color Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Scans in a Searchable PDF file format:	<u>#Inc</u>	<u>\$Inc</u>
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	<u>#BP-LC11</u> <u>Sheets: 3500</u>	<u>\$398.40</u>
Work/Utility Table or Surface:	<u>#BP-UT10</u>	<u>\$67.20</u>
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	<u>#3806V864</u>	<u>\$163.80</u>
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1,000-sheets; Min: stapling 50-sheets and 3 positions	<u># MX-FN34</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,083.84</u>
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># MX-FN34+PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,261.44</u>

7. Minimum Speed 95PPM: Copier/MFD - 95PPM B/W Segment**a. Required Equipment**

Make/Model:	<u>MX-M1056</u>	
Purchase Price:	<u>\$ 9,508.56</u>	
Device Speed:	<u>105</u> PPM B/W	
Scanner Speed:	<u>240</u> IPM	
NEMA ID:	<u>NEMA 6-20</u>	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	<u>100-sheet multi-bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>500 sheets</u> <u>(letter/legal/ledger/statement/12" x 18")</u>	Sheets: <u>500</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>500 sheets</u> <u>(letter/legal/ledger/statement/12" x 18")</u>	Sheets: <u>500</u>
LCT 8.5 x 11 / 2,000 sheet(s)	<u>Tandem Tray 1 - 1200 sheets</u> <u>(letter size), Tandem Tray 2 -</u> <u>800 sheets (letter size)</u>	Sheets: <u>2000</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
PostScript level 3 Print Driver:	<u>#Inc</u>	<u>\$Inc</u>
Scanner upgrade to Single Pass Duplex Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Color Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Scans in a Searchable PDF file format:	<u>#Inc</u>	<u>\$Inc</u>
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	<u>#MX-LC12</u> <u>Sheets: 3500</u>	<u>\$456</u>
Work/Utility Table or Surface:	<u>#NA</u>	<u>\$NA</u>
Convenience Stapler (please note if this is included in above Work/Utility Table or Surface):	<u>#3806V864</u>	<u>\$163.80</u>
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1,000-sheets; Min: stapling 50-sheets and 3 positions	<u># Inc</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$Inc</u>
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># MX-PN13B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$379.20</u>

II. Hardware Segments: Color Copier/MFD: Copy/Print/Scan

A. Minimum Requirements for the Color Copier/MFD Segments

1. Copier/MFD - 35PPM Color
2. Copier/MFD - 45PPM Color
3. Copier/MFD - 55PPM Color
4. Copier/MFD - 65PPM Color
5. Copier/MFD - 75PPM Color

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	Must have minimum copy/print DPI of 600 x 600 dpi
Accepted Paper Types	<ul style="list-style-type: none"> • Avery Labels (from By-Pass Tray) • Envelopes (from the By-Pass Tray) • Cover Stock (from the By-Pass Tray) Minimum Weight: 110 lb. • Index Paper (from the By-Pass Tray) Minimum Weight: 90 lb. • Recycled Paper up to and including 100% Post-Consumer Waste (PCW) paper • Zoom range (25% to 400%)
Duplexing	Min paper size: 8.5 x 11 Max paper size: 11 x 17
Network Printing	
Controller Type	Devices must have Embedded Print Controllers w/ NIC Card
Driver(s)	Current drivers for the proposed devices: PCL Version: 5e or 6 PostScript Level 3 Print Driver
Additional Controller Requirements	Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely without additional software.
	Secure / Private / Confidential Printing: This must include all hardware, i.e., hard drive and/or memory, and software required to be fully functional without additional software.
For devices with finishing options	Print driver functionality must allow the user to select all finishing options as applicable based on the configuration of the device.
Scanning	
	Color Scanning
Scanner output/destination	<ul style="list-style-type: none"> • Scan to Email • Scan to Network • Scan to File Folder • Scan to Cloud Drive
Scanner output/file type:	<ul style="list-style-type: none"> • PDF • JPEG
Scanner Resolution:	<ul style="list-style-type: none"> • minimum Scan DPI of 600 x 600 dpi
AD and LDAP	All devices must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.
Document Feeder:	Minimum RADF Minimum paper size of 8.5 x 11 Maximum paper size of 11 x 17 Document feed capacity minimum of 50-sheets

1. Minimum Speed 35PPM: Copier/MFD - 35PPM Color Segment**a. Required Equipment**

Make/Model:	Sharp BP-50C36	
Purchase Price:	\$ 2,279.60	
Device Speed:	35 PPM B/W	
Device Speed:	35 PPM Color	
Scanner Speed:	80 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	<u>100-sheet (or 20 envelope)</u> <u>bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>paper drawer 550 sheets</u> <u>(letter/legal/ledger/stmt. size)</u>	Sheets: <u>550</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>paper drawer 550 sheets</u> <u>(letter/legal/ledger/stmt. size)</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Scanner upgrade to Single Pass Duplex Scanning:	<u>#NA</u>	<u>\$NA</u>
Scans in a Searchable PDF file format:	<u>#Inc</u>	<u>\$Inc</u>
Faxing (analog):	<u>#BP-FX11</u>	<u>\$240</u>
Additional Paper Tray (8.5 x 11): Minimum of 1,000 Sheets	<u>#BP-DE15</u> <u>Sheets: 2100</u>	<u>\$480</u>
Option 1: Inner: 1-Tray Stacker with Stapling; Min: Tray 1: 250-sheets; Min: stapling 50-sheets and 3 positions	<u>#BP-FN11</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$446.40</u>
Option 2: Inner: 1-Tray Stacker with Stapling and 3-hole punch; Min: Tray 1: 500-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># BP-FN11+MX-PN14B</u> Meets requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$624</u>
Option 3: External: 1-Tray Stacker with Stapling; Min: Tray 1: 250-sheets; Min: stapling 50-sheets and 3 positions	<u># BP-FN13</u> Meets requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$720</u>
Option 4: External: 2-Tray Stacker with Stapling and 3-hole punch; Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># BP-FN15+MX-PN15B</u> Meets requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,128</u>
Coin Op Unit that accepts change and bills	Make/Model ACDI # EX2000-B + 7000EFS + PCCconnect	<u>\$1,737</u>

2. Minimum Speed 45PPM: Copier/MFD - 45PPM Color Segment**a. Required Equipment**

Make/Model:	<u>Sharp BP-50C45</u>	
Purchase Price:	<u>\$ 2,420.85</u>	
Device Speed:	<u>45</u> PPM B/W	
Device Speed:	<u>45</u> PPM Color	
Scanner Speed:	<u>80</u> IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	<u>100-sheet (or 20 envelope)</u> <u>bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>paper drawer 550 sheets</u> <u>(letter/legal/ledger/stmt. size)</u>	Sheets: <u>550</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>paper drawer 550 sheets</u> <u>(letter/legal/ledger/stmt. size)</u>	Sheets: <u>550</u>
LCT 8.5 x 11 / 1,000 sheet(s)	<u>(2) paper drawer 550 sheets</u> <u>(letter/legal/ledger/stmt. size)</u>	Sheets: <u>1100</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Scanner upgrade to Single Pass Duplex Scanning:	<u>#NA</u>	<u>\$NA</u>
Scans in a Searchable PDF file format:	<u>#NA</u>	<u>\$NA</u>
Faxing (analog):	<u>#BP-FX11</u>	<u>\$240</u>
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 250-sheets; Min: stapling 50-sheets and 3 positions	<u># BP-FN13</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$720</u>
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># BP-FN15+MX-PN15B</u> Meets requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,128</u>

3. Minimum Speed 55PPM: Copier/MFD - 55PPM Color Segment**a. Required Equipment**

Make/Model:	<u>Sharp BP-50C55</u>	
Purchase Price:	<u>\$ 3,042.80</u>	
Device Speed:	<u>55 PPM B/W</u>	
Device Speed:	<u>55 PPM Color</u>	
Scanner Speed:	<u>80 IPM</u>	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	<u>100-sheet (or 20 envelope)</u> <u>bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>Paper Drawer 550 sheets</u> <u>(letter/legal/ledger/stmt)</u>	Sheets: <u>550</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>Paper Drawer 550 sheets</u> <u>(letter/legal/ledger/stmt)</u>	Sheets: <u>550</u>
LCT 8.5 x 11 / 1,000 sheet(s)	<u>(2) paper drawer 550 sheets</u> <u>(letter/legal/ledger/stmt. size)</u>	Sheets: <u>2100</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Scanner upgrade to Single Pass Duplex Scanning:	<u>#NA</u>	<u>\$NA</u>
Scans in a Searchable PDF file format:	<u>#Inc</u>	<u>\$Inc</u>
Faxing (analog):	<u>#BP-FX11</u>	<u>\$240</u>
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	<u># BP-LC10</u> <u>Sheets: 3000</u>	<u>\$398.40</u>
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1000-sheets; Min: stapling 50-sheets and 3 positions	<u># BP-FN13</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$720</u>
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># BP-FN15+MX-PN15B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,128</u>
Option 3: External: 2-Tray Stacker with Stapling, 3-hole punch, and Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># BP-FN16+MX-PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,982.40</u>

4. Minimum Speed 65PPM: Copier/MFD - 65PPM Color Segment**a. Required Equipment**

Make/Model:	<u>Sharp BP-50C65</u>	
Purchase Price:	\$ <u>3,447.60</u>	
Device Speed:	<u>65</u> PPM B/W	
Device Speed:	<u>65</u> PPM Color	
Scanner Speed:	<u>80</u> IPM	
NEMA ID:	<u>NEMA 5-20</u>	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	<u>100-sheet (or 20 envelope)</u> <u>bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>550 sheets</u> <u>(letter/legal/ledger/stement/12"</u> <u>x 18")</u>	Sheets: <u>550</u>
Adjustable up to 12 x 18 / 500 sheet(s)	<u>550 sheets</u> <u>(letter/legal/ledger/stement/12"</u> <u>x 18")</u>	Sheets: <u>550</u>
LCT 8.5 x 11 / 1,000 sheet(s)	<u>1100 sheets</u> <u>(letter/legal/ledger/stement/12 "</u> <u>x 18")</u>	Sheets: <u>1100</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Scanner upgrade to Single Pass Duplex Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Scans in a Searchable PDF file format:	<u>#Inc</u>	<u>\$Inc</u>
Faxing (analog):	<u>#BP-FX11</u>	<u>\$240</u>
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	<u># BP-LC10</u> <u>Sheets: 3000</u>	<u>\$398.40</u>
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1000-sheets; Min: stapling 50-sheets and 3 positions	<u># BP-FN13</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$720</u>
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># BP-FN15+MX-PN15B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,128</u>
Option 3: External: 2-Tray Stacker with Stapling, 3-hole punch, and Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># BP-FN16+MX-PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,982.40</u>

5. Minimum Speed 75PPM: Copier/MFD - 75PPM Color Segment**a. Required Equipment**

Make/Model:	Sharp MX-8081	
Purchase Price:	\$7,011.40	
Device Speed:	80 PPM B/W	
Device Speed:	80 PPM Color	
Scanner Speed:	240 IPM	
NEMA ID:	NEMA 6-20	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Bypass tray / 100 sheet(s)	<u>100 sheets</u> <u>(letter/legal/ledger/statement/monarch or COM10 envelopes/12" x 18")</u>	Sheets: <u>100</u>
Adjustable up to 11 x 17 / 500 sheet(s)	<u>500 sheets</u> <u>(letter/legal/ledger/statement/12" x 18")</u>	Sheets: <u>500</u>
Adjustable up to 12 x 18 / 500 sheet(s)	<u>500 sheets</u> <u>(letter/legal/ledger/statement/12" x 18")</u>	Sheets: <u>500</u>
LCT 8.5 x 11 / 1,000 sheet(s)	<u>Tandem Tray 1- 1200 sheets (letter size), Tandem Tray 2 - 800 Sheets (letter size)</u>	Sheets: <u>2000</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Scanner upgrade to Single Pass Duplex Scanning:	# <u>Inc</u>	<u>\$Inc</u>
Scans in a Searchable PDF file format:	# <u>Inc</u>	<u>\$Inc</u>
Faxing (analog):	# <u>MX-FX15</u>	<u>\$227.52</u>
Additional Paper Tray (8.5 x 11): Minimum of 2,000 Sheets	# <u>MX-LC12</u> Sheets: <u>3500</u>	<u>\$456</u>
Option 1: External: 1-Tray Stacker with Stapling: Min: Tray 1: 1000-sheets; Min: stapling 50-sheets and 3 positions	# <u>Inc</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$Inc</u>
Option 2: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	# <u>MX-PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$177.60</u>
Option 3: External: 2-Tray Stacker with Stapling, 3-hole punch, and Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	# <u>MX-FN35+MX-PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$988.80</u>

III. **Hardware Segments: B/W Production Copier/MFD: Copy/Print/Scan**

A. **Minimum Requirements for the B/W Production Copier/MFD Segments**

1. Production Copier/MFD - 110 PPM B/W
2. Production Copier/MFD - 120 PPM B/W

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	Must have minimum copy/print DPI of 1200 x 600 dpi
Accepted Paper Types	<ul style="list-style-type: none"> • Paper Weight – 300 gsm, duplex • Recycled Paper up to and including 100% Post-Consumer Waste (PCW) paper
Duplexing	Min paper size: 8.5 x 11 Max paper size: 12 x 18
Network Printing	
For devices with finishing options	Print driver functionality must allow the user to select all finishing options as applicable based on the configuration of the device.
Scanning	
	Color Scanning
Scanner output/destination	<ul style="list-style-type: none"> • Scan to Email • Scan to Network • Scan to File Folder • Scan to Cloud Drive
Scanner output/file type:	<ul style="list-style-type: none"> • PDF • JPEG
Scanner Resolution:	<ul style="list-style-type: none"> • minimum Scan DPI of 1200 x 600 dpi
Document Feeder:	Minimum RADF Minimum paper size of 8.5 x 11 Maximum paper size of 11 x 17 Document feed capacity minimum of 200-sheets

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1. Minimum Speed 110PPM: Production Copier/MFD - 110PPM B/W Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-M1206</u>	
Purchase Price:	<u>\$12,275.40</u>	
Device Speed:	<u>120</u> PPM B/W	
Scanner Speed:	<u>240</u> IPM	
Name/Description of Standard Controller:	<u>Standard Copier Controller</u>	
NEMA ID:	<u>NEMA 6-20</u>	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Adjustable up to 12 x 18 / 500 sheet(s)	<u>500 sheets</u> <u>(letter/legal/ledger/statement/1</u> <u>2" x 18")</u>	Sheets: <u>500</u>
Adjustable up to 12 x 18 / 500 sheet(s)	<u>500 sheets</u> <u>(letter/legal/ledger/statement/1</u> <u>2" x 18")</u>	Sheets: <u>500</u>
LCT 8.5 x 11 – 12 x 18 / 1,000 sheet(s)	<u>5000 sheet large capacity 2</u> <u>drawer air feed tray</u>	Sheets: <u>2500</u>
LCT 8.5 x 11 – 12 x 18 / 1,000 sheet(s)	<u>5000 sheet large capacity 2</u> <u>drawer air feed tray</u>	Sheets: <u>2500</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Enhanced Controller Option: (please provide the net cost difference between this enhanced controller and the basic or standard controller you included in the required equipment).	<u>MX-PE16+MX-PX16</u>	<u>\$4,920</u>
Scanner upgrade to Single Pass Duplex Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Color Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Scans in a Searchable PDF file format:	<u>#Inc</u>	<u>\$Inc</u>
Optional: By-Pass Tray 250-sheets	<u># MX-MF11</u> <u>Sheets: 500</u>	<u>\$456</u>
High-Capacity Feeder (8.5 x 11): Minimum of 3,000 Sheets	<u># MX-LC12</u> <u>Sheets: 3500</u>	<u>\$456</u>
High-Capacity Feeder (12 x 18): Minimum of 3,000 Sheets	<u># MX-LC13N</u> <u>Sheets: 5000</u>	<u>\$2,249.28</u>
Option 1: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions:	<u># MX-FN21+MX-PN13B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$379.20</u>

Min: 3-hole punch with 2-positions		
Option 2: External: 2-Tray Stacker with Stapling, 3-hole punch, and saddle stitch Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# <u>MX-FN22+MX-PN13B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,492.80</u>
Interleaving	# <u>Inc</u>	<u>\$Inc</u>
Post Sheet Insertion	# <u>MX-CF11</u>	<u>\$1483.20</u>

2. Minimum Speed 120PPM: Production Copier/MFD - 120PPM B/W Segment**a. Required Equipment**

Make/Model:	Sharp MX-M1206	
Purchase Price:	\$12,275.40	
Device Speed:	120 PPM B/W	
Scanner Speed:	240 IPM	
Name/Description of Standard Controller:	Standard Copier Controller	
NEMA ID:	NEMA 6-20	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Adjustable up to 12 x 18 / 500 sheet(s)	<u>500 sheets</u> <u>(letter/legal/ledger/statement/12" x 18")</u>	Sheets: <u>500</u>
Adjustable up to 12 x 18 / 500 sheet(s)	<u>500 sheets</u> <u>(letter/legal/ledger/statement/12" x 18")</u>	Sheets: <u>500</u>
LCT 8.5 x 11 – 12 x 18 / 1,000 sheet(s)	<u>5000 sheet large capacity 2 drawer air feed tray</u>	Sheets: <u>2500</u>
LCT 8.5 x 11 – 12 x 18 / 1,000 sheet(s)	<u>5000 sheet large capacity 2 drawer air feed tray</u>	Sheets: <u>2500</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Enhanced Controller Option: (please provide the net cost difference between this enhanced controller and the basic or standard controller you included in the required equipment).	<u>MX-PE16+MX-PX16</u>	<u>\$4920</u>
Scanner upgrade to Single Pass Duplex Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Color Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Scans in a Searchable PDF file format:	<u>#Inc</u>	<u>\$Inc</u>
Optional: By-Pass Tray 250-sheets	<u># MX-MF11</u> <u>Sheets: 500</u>	<u>\$456</u>
High-Capacity Feeder (8.5 x 11): Minimum of 3,000 Sheets	<u># MX-LC12</u> <u>Sheets: 5000</u>	<u>\$456</u>
High-Capacity Feeder (12 x 18): Minimum of 3,000 Sheets	<u># MX-LC13N</u> <u>Sheets: 5000</u>	<u>\$2,249.28</u>
Option 1: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions; Min: 3-hole punch with 2-positions	<u># MX-FN21+MX-PN13B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$379.20</u>

Option 2: External: 2-Tray Stacker with Stapling, 3-hole punch, and saddle stitch Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	# <u>MX-FN22+MX-PN13B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$1,492.80</u>
Interleaving	# <u>Inc</u>	<u>\$Inc</u>
Post Sheet Insertion	# <u>MX-CF11</u>	<u>\$1483.20</u>

IV. **Hardware Segments: Color Production Copier/MFD: Copy/Print/Scan**

A. **Minimum Requirements for the Color Production Copier/MFD Segments**

1. Production Copier/MFD - 75 PPM Color

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	Must have minimum copy/print DPI of 1200 x 600 dpi
Accepted Paper Types	<ul style="list-style-type: none"> • Paper Weight – 300 gsm, duplex • Recycled Paper up to and including 100% Post-Consumer Waste (PCW) paper • Registration: 0.5mm front-to-back; 0.25mm sheet-to-sheet. If not, describe the tolerances will you commit to for the contract period in the Information section. • Color calibration and balancing using Pantone Matching System is mandatory. Vendor guarantees color matching and balancing using the hardware/software proposed for the length of the contract period. Management of color calibration and balancing is assumed to be the responsibility of the vendor. If otherwise, please describe in the Information section.
Duplexing	Min paper size: 8.5 x 11 Max paper size: 12 x 18
Network Printing	
For devices with finishing options	Print driver functionality must allow the user to select all finishing options as applicable based on the configuration of the device.
Scanning	
	Color Scanning
Scanner output/destination	<ul style="list-style-type: none"> • Scan to Email • Scan to Network • Scan to File Folder • Scan to Cloud Drive
Scanner output/file type:	<ul style="list-style-type: none"> • PDF • JPEG
Scanner Resolution:	<ul style="list-style-type: none"> • minimum Scan DPI of 1200 x 600 dpi
Document Feeder:	Minimum RADF Minimum paper size of 8.5 x 11 Maximum paper size of 11 x 17 Document feed capacity minimum of 200-sheets

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1. Minimum Speed 75PPM: Production Copier/MFD - 75PPM Color Segment**a. Required Equipment**

Make/Model:	Sharp MX-8081	
Purchase Price:	\$ 7,889.45	
Device Speed:	80 PPM B/W	
Device Speed:	80 PPM Color	
Scanner Speed:	240 IPM	
Name/Description of Standard Controller:	Standard Sharp Controller	
NEMA ID:	NEMA 6-20	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Adjustable up to 12 x 18 / 500 sheet(s)	<u>500 sheets</u> <u>(letter/legal/ledger/statement/12" x 18")</u>	Sheets: <u>500</u>
Adjustable up to 12 x 18 / 500 sheet(s)	<u>500 sheets</u> <u>(letter/legal/ledger/statement/12" x 18")</u>	Sheets: <u>500</u>
LCT 8.5 x 11- 12 x 18 / 1,500 sheet(s)	<u>Large Capacity 2 Drawer Air Feed Tray (Letter, Legal, Ledger, 12x18)</u>	Sheets: <u>5000</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Enhanced Controller Option: (please provide the net cost difference between this enhanced controller and the basic or standard controller you included in the required equipment).	<u>MX-PE15+MX-PX15</u>	<u>\$ 2,509.44</u>
Scanner upgrade to Single Pass Duplex Scanning:	<u>#Inc</u>	<u>\$Inc</u>
Optional: By-Pass Tray 250-sheets	<u># MX-MF11</u> <u>Sheets: 500</u>	<u>\$455.04</u>
High-Capacity Feeder (8.5 x 11): Minimum of 3,000 Sheets	<u># MX-MF12</u> <u>Sheets: 3500</u>	<u>\$456</u>
High-Capacity Feeder (12 x 18): Minimum of 3,000 Sheets	<u># MX-LC13N</u> <u>Sheets: 5000</u>	<u>\$2,560.32</u>
Option 1: External: 2-Tray Stacker with Stapling and 3-hole punch: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	<u># MX-PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$177.60</u>
Option 2: External: 2-Tray Stacker with Stapling, 3-hole punch, and saddle stitch Booklet Maker: Min: Tray 1: 250-sheets; Tray 2: 1,000-sheets; Min: stapling 50-sheets and 3 positions: Min: 3-hole punch with 2-positions	<u># MX-FN35+MX-PN16B</u> Meets requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>\$988.80</u>
Interleaving	<u>#Inc</u>	<u>\$Inc</u>
Post Sheet Insertion	<u>#MX-CF11</u>	<u>\$1,483.20</u>

V. Hardware Segments: MFP (Multi-Function Printer) (Laser)

A. Minimum Requirements for the MFP Laser Segments

1. MFP - 30PPM B/W (Laser)
2. MFP - 30PPM B/W (Laser) – Option: Compatible with Usage Tracking Software
3. MFP - 30PPM Color (Laser)
4. MFP - 30PPM Color (Laser) – Option: Compatible with Usage Tracking Software
5. MFP - 50PPM B/W (Laser)
6. MFP - 50PPM B/W (Laser) – Option: Compatible with Usage Tracking Software
7. MFP - 50PPM Color (Laser)
8. MFP - 50PPM Color (Laser) – Option: Compatible with Usage Tracking Software

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	Must have minimum copy/print DPI of 600 x 600 dpi
Accepted Paper Types	<ul style="list-style-type: none"> • Address Labels (from By-Pass Tray) • Envelopes (from the By-Pass Tray) • Recycled Paper up to and including 100% Post-Consumer Waste (PCW) paper
Duplexing	Min paper size: 8.5 x 11 Max paper size: 8.5 x 14
Network Printing	
Driver(s)	Current drivers for the proposed devices: PCL Version: 5e or 6 PostScript Level 3 Print Driver
Additional Controllor Requirements	Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely without additional software.
Scanning	
	Color Scanning
Scanner output/destination	<ul style="list-style-type: none"> • Scan to Email • Scan to Network • Scan to File Folder • Scan to Cloud Drive
Scanner output/file type:	<ul style="list-style-type: none"> • PDF • JPEG
Scanner Resolution:	<ul style="list-style-type: none"> • minimum Scan DPI of 600 x 600 dpi
AD and LDAP	All devices must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.
Document Feeder:	Minimum RADF Minimum paper size of 8.5 x 11 Maximum paper size of 8.5 x 14 Document feed capacity minimum of 50-sheets

1. Minimum Speed 30PPM: MFP – 30PPM B/W (Laser) Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-B427W</u>	
Purchase Price:	\$ <u>472.50</u>	
Device Speed:	<u>42</u> PPM B/W	
Scanner Speed:	<u>96</u> IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>100-sheet bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 250 sheet(s)	<u>Paper drawer 250 sheets</u>	Sheets: <u>250</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	# <u>MX-CS26</u> Sheets: <u>550</u>	<u>\$117</u>
Additional Dedicated Envelope Tray	# <u>Inc</u> Sheets: <u>100</u>	<u>\$Inc</u>
Faxing (Analog)	# <u>Inc</u>	<u>\$Inc</u>
Stand	# <u>35S8502</u>	<u>\$320</u>

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2. Minimum Speed 30PPM: Software Compatible MFP – 30PPM B/W (Laser) Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-B427W</u>	
Purchase Price:	<u>\$ 472.50</u>	
Device Speed:	<u>42</u> PPM B/W	
Scanner Speed:	<u>96</u> IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>100-sheet bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 250 sheet(s)	<u>Paper drawer 250 sheets</u>	Sheets: <u>250</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Must have a touch screen interface.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No _____	
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	# <u>MX-CS26</u> Sheets: <u>550</u>	<u>\$117</u>
Additional Dedicated Envelope Tray	# <u>Inc</u> Sheets: <u>100</u>	<u>\$Inc</u>
Faxing (Analog)	# <u>Inc</u>	<u>\$Inc</u>
Stand	# <u>35S8502</u>	<u>\$320</u>

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3. Minimum Speed 30PPM: MFP - 30PPM Color (Laser) Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-C407F</u>	
Purchase Price:	\$ <u>1,286.40</u>	
Device Speed:	<u>40</u> PPM B/W	
Device Speed:	<u>40</u> PPM Color	
Scanner Speed:	<u>60</u> IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>100-sheet bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 250 sheet(s)	<u>550-sheet paper drawer</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	# <u>MX-CS17</u> Sheets: <u>550</u>	<u>\$214.50</u>
Additional Dedicated Envelope Tray	# <u>Inc</u> Sheets: <u>100</u>	<u>\$Inc</u>
Faxing (Analog)	# <u>Inc</u>	<u>\$Inc</u>
Stand	# <u>40C2300</u>	<u>\$320</u>

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4. Minimum Speed 30PPM: Software Compatible MFP - 30PPM Color (Laser) Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-C407F</u>	
Purchase Price:	<u>\$ 1,286.40</u>	
Device Speed:	<u>40</u> PPM B/W	
Device Speed:	<u>40</u> PPM Color	
Scanner Speed:	<u>60</u> IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>100-sheet bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 250 sheet(s)	<u>550-sheet paper drawer</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Must have a touch screen interface.	<input type="checkbox"/> Yes <input type="checkbox"/> No _____	
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	# <u>MX-CS17</u> <u>Sheets: 550</u>	<u>\$214.50</u>
Additional Dedicated Envelope Tray	# <u>Inc</u> <u>Sheets: 100</u>	<u>\$Inc</u>
Faxing (Analog)	# <u>Inc</u>	<u>\$Inc</u>
Stand	# <u>40C2300</u>	<u>\$320</u>

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5. Minimum Speed 50PPM: MFP - 50PPM B/W (Laser) Segment**a. Required Equipment**

Make/Model:	Sharp MX-B557F	
Purchase Price:	\$ 2,376	
Device Speed:	55 PPM B/W	
Scanner Speed:	150 IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>100-sheet bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 500 sheet(s)	<u>550-sheet paper drawer</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	<u>#MX-CS22</u> <u>Sheets: 550</u>	<u>\$195</u>
Additional Dedicated Envelope Tray	<u>#Inc</u> <u>Sheets: 100</u>	<u>\$Inc</u>
Faxing (Analog)	<u>#Inc</u>	<u>\$Inc</u>
Stand	<u>#50G0855</u>	<u>\$400</u>

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6. Minimum Speed 50PPM: Software Compatible MFP - 50PPM B/W (Laser) Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-B557F</u>	
Purchase Price:	<u>\$ 2,376</u>	
Device Speed:	<u>55</u> PPM B/W	
Scanner Speed:	<u>150</u> IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>100-sheet bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 500 sheet(s)	<u>550-sheet paper drawer</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Must have a touch screen interface.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No _____	
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	<u>#MX-CS22</u> <u>Sheets: 550</u>	<u>\$195</u>
Additional Dedicated Envelope Tray	<u>#Inc</u> <u>Sheets: 100</u>	<u>\$Inc</u>
Faxing (Analog)	<u>#Inc</u>	<u>\$Inc</u>
Stand	<u>#50G0855</u>	<u>\$400</u>

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7. Minimum Speed 50PPM: MFP - 50PPM Color (Laser) Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-C507F</u>	
Purchase Price:	\$ <u>2,210</u>	
Device Speed:	<u>50</u> PPM B/W	
Device Speed:	<u>50</u> PPM Color	
Scanner Speed:	<u>60</u> IPM	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>100-sheet bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 500 sheet(s)	<u>550-sheet paper drawer</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	<u>#MX-CS17</u> <u>Sheets: 550</u>	<u>\$214.50</u>
Additional Dedicated Envelope Tray	<u>#Inc</u> <u>Sheets: 100</u>	<u>\$Inc</u>
Faxing (Analog)	<u>#Inc</u>	<u>\$Inc</u>
Stand	<u>#40C2300</u>	<u>\$320</u>

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8. Minimum Speed 50PPM: Software Compatible MFP - 50PPM Color (Laser) Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-C507F</u>	
Purchase Price:	<u>\$ 2,210</u>	
Device Speed:	<u>50 PPM B/W</u>	
Device Speed:	<u>50 PPM Color</u>	
Scanner Speed:	<u>60 IPM</u>	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>100-sheet bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 500 sheet(s)	<u>550-sheet paper drawer</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Must have a touch screen interface.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No _____	
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	<u>#MX-CS17</u> <u>Sheets: 550</u>	<u>\$214.50</u>
Additional Dedicated Envelope Tray	<u>#Inc</u> <u>Sheets: 100</u>	<u>\$Inc</u>
Faxing (Analog)	<u>#Inc</u>	<u>\$Inc</u>
Stand	<u>#40C2300</u>	<u>\$320</u>

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VI. Hardware Segments: Laser Printer**A. Minimum Requirements for the Laser Printer Segments**

1. Printer - 30PPM B/W (Laser)
2. Printer - 30PPM Color (Laser)
3. Printer - 50PPM B/W (Laser)
4. Printer - 50PPM Color (Laser)

All proposed devices must meet the following minimum requirements.

Device General	
Printing DPI	Must have minimum copy/print DPI of 600 x 600 dpi
Accepted Paper Types	<ul style="list-style-type: none"> • Address Labels (from By-Pass Tray) • Envelopes (from the By-Pass Tray) • Recycled Paper up to and including 100% Post-Consumer Waste (PCW) paper
Duplexing	Min paper size: 8.5 x 11 Max paper size: 8.5 x 14
Network Printing	
Driver(s)	Current drivers for the proposed devices: PCL Version: 5e or 6 PostScript Level 3 Print Driver

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1. Minimum Speed 30PPM: Printer - 30PPM B/W (Laser) Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-B427PW</u>	
Purchase Price:	\$ <u>225.60</u>	
Device Speed:	<u>42</u> PPM B/W	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>T1</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 250 sheet(s)	<u>550-sheet tray</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	<u>#MX-CS26</u> <u>Sheets: 550</u>	<u>\$117</u>

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2. Minimum Speed 30PPM: Printer - 30PPM Color (Laser) Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-C407F</u>	
Purchase Price:	<u>\$ 1,286.40</u>	
Device Speed:	<u>40 PPM B/W</u>	
Device Speed:	<u>40 PPM Color</u>	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>100-Sheet Bypass Tray</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 250 sheet(s)	<u>550-Sheet Paper Drawer</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 250 Sheets	<u>#MX-CS17</u> <u>Sheets: 550</u>	<u>\$214.50</u>

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3. Minimum Speed 50PPM: Printer - 50PPM B/W (Laser) Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-B557P</u>	
Purchase Price:	\$ <u>748.80</u>	
Device Speed:	<u>55</u> PPM B/W	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>100-sheet bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 500 sheet(s)	<u>550-sheet tray</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	<u>#MX-CS23</u> <u>Sheets: 550</u>	<u>\$199.88</u>

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4. Minimum Speed 50PPM: Printer - 50PPM Color (Laser) Segment**a. Required Equipment**

Make/Model:	<u>Sharp MX-C607P</u>	
Purchase Price:	\$ <u>1,137.60</u>	
Device Speed:	<u>60</u> PPM B/W	
Device Speed:	<u>60</u> PPM Color	
Minimum, required sources/sheets:	Paper Tray Description:	Paper Tray Capacity:
Multi-Purpose Tray / 100 sheet(s)	<u>100-sheet bypass tray</u>	Sheets: <u>100</u>
Adjustable up to 8.5 x 14 / 500 sheet(s)	<u>550-sheet tray</u>	Sheets: <u>550</u>
Additional Included Source (if applicable)	_____	Sheets: _____
Paper Sources (pricing for any tray listed above must be included in Purchase Price)		

b. Optional Equipment

Optional Equipment Description:	Manufacturer Part #	Additional Purchase Price (Please print "Inc." if included or "NA" if not available)
Additional Paper Tray (8.5 x 11): Minimum of 500 Sheets	<u>#MX-CS16</u> <u>Sheets: 550</u>	<u>\$214.50</u>

ATTACHMENT E
BUSINESS ASSOCIATE TERMS AND CONDITIONS

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below, shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it may exist now or be hereafter amended.
2. It is agreed by both parties that Contractor is a Business Associate of County for the purposes of this Agreement.
3. It is understood by both parties that the HIPAA Security and Privacy Rules apply to the Contractor in the same manner as they apply to the covered entity (County). Contractor shall therefore at all times be in compliance with the applicable provisions of both the Privacy and the Security Rules as are described in Sections B.4 and B.5. below, and is responsible for complying with the issued regulations for said rules, as they currently exist or are hereafter amended, for purposes of safeguarding any Protected Health Information (PHI) used or generated by Contractor consistent with the terms of this agreement.
4. It is understood by both parties that the Privacy Rule does not pre-empt any state statutes, rules or regulations that impose more stringent requirements with respect to confidentiality of PHI.
5. County wishes to disclose certain information to Contractor pursuant to the terms of this Agreement, some of which may constitute PHI as defined in Section B.6. below.
6. County and Contractor intend to protect the privacy and provide for the security of PHI disclosed to the Contractor pursuant to this Agreement, in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services as they may now exist or be hereafter amended.

B. DEFINITIONS

1. **“Breach”** means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information.
 - a) For purposes of this definition, compromises the security or privacy of the Protected Health Information means poses a significant risk of financial, reputational, or other harm to the Individual.
 - b) A use or disclosure of Protected Health Information that does not include the identifiers listed at §164.514 (e) (2), date of birth, and zip code does not compromise the security or privacy of protected health information
 - c) Breach excludes:
 - i. Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted

under the Privacy Rule.

- ii. Any inadvertent disclosure by a person who is authorized to access Protected Health Information at a covered entity or business associate to another person authorized to access Protected Health Information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.
 - iii. A disclosure of Protected Health Information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
2. “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
 3. “Individual” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
 4. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 5. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.”
 6. “Protected Health Information” or “PHI” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103, as applied to the information created or received by Business Associate from or on behalf of Covered Entity.
 7. “Required by Law” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.103.
 8. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
 9. “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. Contractor agrees not to use or disclose PHI other than as permitted or required by this Agreement or as required by law.
2. Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.

4. Contractor agrees to report to County within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which Contractor becomes aware.
5. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from County, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
6. Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR Section 164.524.
7. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR Section 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.
8. Contractor agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County, available to County and the Secretary, in a time and manner as determined by County, or as designated by the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
9. Contractor agrees to document any disclosures of PHI and to make information related to such disclosures available as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
10. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with this Agreement, in order to permit County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
11. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in Section B.1.c. above.

D. SECURITY RULE

1. Security. Contractor shall establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI. Contractor shall follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of PHI.
2. Agents and Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI, agrees to implement reasonable and appropriate safeguards to protect the PHI.
3. Security Incidents. Contractor shall report any "security incident" of which it becomes aware to County. For purposes of this agreement, a security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference

with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured Protected Health Information, Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official, pursuant to 45 CFR 164.412.
2. A Breach shall be treated as discovered by Contractor as of the first day on which the Breach is known to the Contractor, or by exercising reasonable diligence, would have been known to Contractor.
3. Contractor shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of the Contractor, as determined by federal common law of agency.
4. Contractor shall provide the notification of the Breach without unreasonable delay, and in no case later than five (5) business days after a Breach.
5. Contractor’s notification may be oral, but shall be followed by written notification within 24 hours of the oral notification. Thereafter, Contractor shall provide written notification containing the contents stated below, within five (5) business days. Contractor shall be required to provide any other information relevant to the Breach in writing, as soon as discovered, or as soon as the information is available.
6. Contractor’s notification shall include, to the extent possible:
 - a) The identification of each Individual whose unsecured protected health information has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach,
 - b) Any other information that County is required to include in the notification to Individual it must provide pursuant to 45 CFR §164.404 (c), at the time Contractor is required to notify County, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - iii. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv. A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

- v. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 7. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404 if it is reasonable to do so under the circumstances, at the sole discretion of the County.
- 8. In the event that Contractor is responsible for, or suffers a Breach of Unsecured Protected Health Information, in violation of the Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County as required by the Breach Notification regulations, or in the alternative, that the use or disclosure did not constitute a Breach as defined in 45 CFR § 164.402.
- 9. Contractor shall maintain documentation of all required notifications required pursuant to this Agreement in the event of an impermissible use or disclosure of Unsecured Protected Health Information, or its risk assessment of the application of an exception to demonstrate that the notification was not required.
- 10. Contractor shall provide to County all specific and pertinent information about the Breach to permit County to meet its notification obligations under the HITECH Act, as soon as practicable, but in no event later than fifteen (15) calendar days after reporting the initial Breach to the County.
- 11. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of fifteen (15) calendar days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.
- 12. Contractor shall bear all expense or other costs associated with the Breach, and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

- 1. Except as otherwise limited in this Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by County or the minimum necessary policies and procedures of County.

G. OBLIGATIONS OF COUNTY

- 1. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PHI.
- 2. County shall notify Contractor of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Contractor's use or disclosure

of PHI.

3. County shall notify Contractor of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI.
4. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County.

H. BUSINESS ASSOCIATE TERMINATION

1. Notwithstanding the Termination provisions set forth in this Agreement, the Agreement shall only terminate when all of the PHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or if infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
2. In addition to the rights and remedies provided in the Termination paragraph of this Agreement, upon County's knowledge of a material breach by Contractor of the requirements of this Paragraph, County shall either:
 - a) Provide an opportunity for Contractor to cure the material breach or end the violation and terminate this Agreement if Contractor does not cure the material breach or end the violation within thirty (30) business days; or
 - b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or if neither termination nor cure is feasible, County shall report the violation to the Secretary of the Department of Health and Human Services.
3. Upon termination of this Agreement, all PHI provided by County to Contractor, or created or received by Contractor on behalf of County, shall either be destroyed or returned to County as provided in the Termination paragraph of this Agreement, and in conformity with the Privacy Rule.
 - a) This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor.
 - b) Contractor shall retain no copies of the PHI.
 - c) In the event that Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

ATTACHMENT F
CERTIFICATION FOR DATA REMOVAL

Contractor certifies that:

1. Contractor has permanently removed all stored data from the hard drives and Cache memory from copier prior to:
 - a. Transfer or sale of returned Copier from County,
 - b. Trade-in on replacement equipment,
 - c. Scrapping,
 - d. Donation, and/or
 - e. Destruction

2. The procedures associated with permanently removing all stored data from the hard drives and Cache memory that resides within Copiers is in compliance with *NIST Special Publication 800-88 Revision 1* and *Department of Defense (DoD) 5220.22 – Guidelines for Media Sanitization*.

Copier Model Number: _____

Copier Serial Number: _____

Name (please print): _____

Signature: _____ Date: _____

Department: _____ Phone No: _____

ATTACHMENT G MIGRATION/TRANSITION PLAN

1. **Migration/Transition Plan**

It is the user department's responsibility to coordinate and develop a detailed work plan with the existing and new Contractors. The plan will outline activities and technical components of a smooth transition/move with the least amount of equipment down time including but not limited to the following:

1.1. County Responsibilities:

- 1.1.1. User department shall provide thirty (30) days' notice to existing Contractor of its intent to terminate existing contract to switch to a new Contractor.
- 1.1.2. User department shall inform new Contractor of its intent to use their equipment and services.
- 1.1.3. User department shall coordinate with existing Contractor for hard drive removal (if applicable) or to erase any remaining data saved in the copier to be removed.
- 1.1.4. User department shall coordinate with new Contractor and develop a schedule for new copier drop off and set up.
- 1.1.5. User department shall provide any operational considerations, coordinate with new Contractor to define processes needed for the set up and installation of new copiers.
- 1.1.6. User department shall coordinate network connectivity efforts with County IT staff for the set-up and installation of copiers.
- 1.1.7. User department shall coordinate with New Contractor on new copier/equipment demo and training.
- 1.1.8. County shall coordinate and provide any other transition services as necessary.

1.2. Contractor Responsibilities (Existing and/or New Contractor):

- 1.2.1. Existing Contractor shall work with user department in the removal of existing copiers, copier hard drive (if applicable) and/or erase any existing data inside the copier upon receipt of notice of intent to terminate contract.
- 1.2.2. New Contractor shall work with appropriate IT, Procurement and/or department personnel to assess user department needs and coordinate a migration/transition schedule (as applicable).
- 1.2.3. New Contractor shall deliver, install and ensure equipment is according to user department specifications.
- 1.2.4. New Contractor shall provide equipment training (copier features/functionalities; meter reading, etc.) based on building sites and department requests.
- 1.2.5. Existing and/or New Contractor shall coordinate and provide any other transition services as necessary.
- 1.2.6. Contractor shall advise County of any and all specialized installation and environmental County site requirements, prior to order acceptance, delivery and installation of copier equipment as necessary.

ATTACHMENT H
EQUIPMENT LEASE AGREEMENT

