

CONTRACT MA-012-17012040
BETWEEN
COUNTY OF ORANGE/OC COMMUNITY RESOURCES
AND
REPROGRAPHICS FAX GROUP, INC. DBA C3 TECH
FOR RENTAL OF DIGITAL MULTIFUNCTIONAL COPIERS, COIN OPERATED
MACHINES, RELATED ACCESSORIES, AND SERVICES

This Agreement, 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; hereinafter referred to as “County,” and Reprographics Fax Group, Inc , with a place of business at ~~1565 McGaw Ave, Ste C, Irvine, CA 92614-5670;~~ 1536 E Warner Ave, Santa Ana CA 92705; hereinafter referred to as “Contractor,” which are sometimes referred to as “Party”, or collectively as “Parties.”

ATTACHMENTS

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

Attachment A - Scope of Services

Attachment B-1 – Compensation and Payment

Attachment C – Business Associate Terms and Conditions

Attachment D – Certification for Data Removal

Exhibit 1 – Equipment List and Pricing

RECITALS

WHEREAS, Contractor will provide the rental of Digital Multifunctional Copiers, Coin Operated Machines, Related Accessories, and Services; and

WHEREAS, this Contract is solely for use by OCCR; thus, eliminating cooperative capabilities; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for the rental of Digital Multifunctional Copiers, Related Accessories, and Services; 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 the Contractor.
- E. DELIVERY:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods 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 goods/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 goods 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 indemnittees 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 goods/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 the Contractor. Exercise by County of its right to terminate the 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. 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.
- N. PERFORMANCE:** 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 goods/services furnished by the 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.
- O. INSURANCE PROVISIONS:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the 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 the 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 the 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 the 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 the 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 the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the 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 the 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 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 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 0012, CA 00 20, or a substitute form providing coverage at least 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 the ***County of Orange its elected and appointed officials, officers, agents and employees*** 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 the Contractor’s insurance is primary and any insurance or self-insurance maintained by the 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 the ***County of Orange, its elected and appointed officials, officers, agents and employees*** 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 the County of Orange, its elected and appointed officials, officers, agents and employees 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 the Contract, upon which the County may suspend or terminate this 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 0001 policy).

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

If the 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.

- P. CHANGES:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.
- Q. CHANGE IN OWNERSHIP:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

- R. 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.
- S. 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.
- T. 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.

- U. FREIGHT:** Prior to the 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.
- V. 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.
- W. 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.
- X. 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.
- Y. EMPLOYEE ELIGIBILITY VERIFICATION:** The 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the 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.
- Z. 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.
- AA. AUDITS/INSPECTIONS:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the 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 the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the 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 the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. 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.

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Service, identified and incorporated herein by this reference as Attachment A.
2. ~~**Contract Term:** This Contract shall commence on July 1, 2017 and continue for five (5) calendar years from that date, unless otherwise terminated by County.~~
2. **Contract Term:** This Contract is extended for a period of one (1) year, effective July 1, 2022 through June 30, 2023.
3. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
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. **Breach of Contract:** The failure of the 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 the County may,

and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the 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 the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **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.
7. **Compliance with County Information Technology Policies and Procedures**

Policies and Procedures

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The 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 to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor 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, at any time.

Enhanced Security Procedures

The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The 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 fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

- 8. **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.

- 9. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment,

payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
11. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. **Contractor Personnel-Uniform/Badges/Identification:** The 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 the Contractor and must be worn at all times while working on County property. The assigned buyer must be notified in writing, within seven days of notification of award of contract of the uniform and /or badges and/or other notification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

13. **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.
14. **Correspondence to Buyer - Contract:** Any correspondence related to the terms, prices and conditions of this contract must be directed to the agency/department purchasing division to the attention of the assigned DPA. Correspondence not directed through the DPA for resolution will not be regarded as valid.

County of Orange
 Attn: ~~Loren Gibel~~ Cathy To
 OCCR Purchasing & Contract Services
~~1770 N. Broadway~~ 601 N Ross St.
 Santa Ana, CA 927061
 714-480-283627
~~loren.gibel~~ cathy.to@occr.ocgov.com

15. **Debarment:** Contractor shall certify 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. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. 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.
16. **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.
17. **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 the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

- i. The Contractor shall submit to the agency/department assigned DPA 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 the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the 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 the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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.

For Contractor: Reprographics Fax Group DBA C3 ~~Office Solutions~~ Tech
 Attention: Tricia Sanchez
~~1565 McGaw, Suite C~~ 1536 E Warner Ave
~~Irvine, CA 92614~~ Santa Ana, CA 92705
 714-689-1700
 tricias@c3os.com

For County: County of Orange
 OC Community Resources
 Purchasing & Contract Services
 Attention: ~~Loren Gibel~~ Cathy To
~~1770 N. Broadway, 4th Floor~~ 601 N. Ross St., 6th Floor
 Santa Ana, CA 92706
 714-480-~~2836~~ 2827
~~loren.gibel~~ Cathy.to@occr.ocgov.com

24. **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.
25. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.
26. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the 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 articles of this Contract, and then the exhibits and attachments.

27. **Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, 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 the Contract. Adjustments increasing the Contractor's profit will not be allowed.
28. **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.
29. **Usage Reports:** The contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County.
30. **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.

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

REPROGRAPHICS FAX GROUP, INC. DBA C3*

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

_____	_____
<i>Print Name</i>	<i>Title</i>
_____	_____
<i>Signature</i>	<i>Date</i>

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

_____	_____
<i>Print Name</i>	<i>Title</i>
_____	_____
<i>Signature</i>	<i>Date</i>

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

_____	_____
<i>Print Name</i>	<i>Title</i>
_____	_____
<i>Signature</i>	<i>Date</i>

**ATTACHMENT A
SCOPE OF SERVICES**

**RENTAL OF DIGITAL MULTIFUNCTION COPIERS, COIN OPERATED MACHINES,
RELATED ACCESSORIES, AND SERVICES**

1. Introduction:

This Contract is for the provision of rental of digital multifunctional copiers, coin operated machines and related accessories and services including, supplies (except paper), normal and emergency repair services, periodic preventative maintenance, and training. Copiers shall be provided on a term rental and cost per copy basis.

All revenue from the coin operated machines will be collected by the County in accordance with OCCR/OC Public Libraries “Copy Machine Monthly Reconciliation and Deposit” policy and procedure.

2. Definitions:

- 2.1 Back-up Copiers** – Copier(s) that will be installed on a temporary basis while the malfunctioning copier(s) is repaired or until a replacement copier(s) is installed.
- 2.2 Copy** – A copy is defined as any single side copy of print output, regardless of paper size, whether generated through network printing, walk-up copying or fax receipt. Duplex copies shall be counted as 2 copies.
- 2.3 Copier** – Any model or size of networked, digital copier/printer with scanning and fax capability, including all components necessary for installation and operation, and optional accessories.
- 2.4 Copier Downtime** – Copier Downtime will be defined as the period of time a piece of equipment is waiting for service to be completed. This time starts with the original service call into the manufacturer and ends once all repairs, part installations, equipment modifications and equipment configuration changes have been completed and the equipment functions in accordance with manufacturer published specifications.
- 2.5 First Time Fix** – The measurement of a successful service and technical support call is defined by the manufacturer’s ability to remedy the underlying issue on the first service call. This measurement shall be that no other service calls are placed for the same issue within a 90 day period of time.
- 2.6 Manufacturer** – A company that, as its primary business functions: designs, assembles, owns the trademark/patent and markets multifunction device equipment. The manufacturer’s original OEM name shall appear on the equipment from the original point of manufacture, even if private labeled by a third party.
- 2.7 Newly Manufactured** – Copier that has not been previously used and is currently being marketed by the manufacturer. New equipment consists of all new or remanufactured parts without used parts or components and the marking engine must be new and not used or remanufactured. New equipment has never been under lease or placed as a demonstration or test machine, since original manufacture.

- 2.8 Remanufactured Parts** – The process of disassembling parts known to be worn, defective or discarded that can be reused or brought up to OEM specification by: cleaning, repairing or replacing in a manufacturing environment and; then reassembled to sound working condition, and tested. The remanufactured parts are ready for a second life, performing as new.
- 2.9 Replacement Copier** – Copier(s) that that will be installed to replace a malfunctioning copier.
- 2.10 Service Base Location** – The place of business where, as a regular course of business, the manufacturer provides the warehousing of parts and training for service technicians.
- 2.11 Service Call** – An on-site technician visit due to machine error or breakdown requiring the on-site services of an authorized service technician to remedy the error.
- 2.12 Service Response Time** – The time required to solve a service call beginning from the time the call is logged with the contractor until either an authorized service technician arrives on site or the issue is resolved through the contractor’s phone support.

3. Equipment Requirements:

- 3.1** Copiers provided for under this contract must be newly manufactured equipment and currently in production.
- 3.2** Copier’s performance and reliability standards shall conform to “new” specifications.
- 3.3** Copiers must have published specifications. Contractor shall provide a copy of the published specifications for each copier.
- 3.4** Copiers must be Energy Star® compliant and contain proof of the proposed equipment's Energy Star® Rating.
- 3.5** Copiers must use returnable, recyclable or remanufactured toner containers and the Contractor will provide the County with the method to return the containers to the Contractor at no additional charge.
- 3.6 Disk Data Overwrite:**
 - 3.6.1** Copiers must be equipped with Disk Data Overwrite feature in accordance with strict specifications established by the US Department of Defense (DoD). The Disk Data Overwrite feature may be customized to remove data from the hard disk drive according to County agency/department preference/needs.
 - 3.6.2** Copiers must undergo a Department of Defense (DoD) three-pass minimum level erasure of hard drives at end of product life before copier leaves County premises.
 - 3.6.3** Copiers must 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.

3.7 Hard Disk Drive Removal:

- 3.7.1 Copiers without disk data overwrite feature must have removable hard disk drives.
- 3.7.2 County shall have the option to purchase removable hard disk drives at termination of the placement.
- 3.7.3 County shall have physical control of the hard disk drive and the responsibility of securely erasing or destroying residual data stored in the hard disk drive in this case.

3.8 Copiers may be added or deleted from this contract from time to time, at the discretion of the County.

3.9 Contractor shall notify County 30 days in advance when a copier is being discontinued, replaced, and/or becomes unavailable.

3.10 Electronic (Automated) Meter Readings:

3.10.1 Copiers must have an electronic method for providing periodic meter readings. These electronic methods may be submission via email, online submission, and/or automated electronic submission to be performed by the equipment in place via an available network connection if approved by County. County agency/department shall specify the preferred method.

3.10.2 Contractor shall have available and operational a meter credit arrangement, to allow for machine malfunctions and to compensate for extra meter clicks when service technicians make test copies in servicing or repairing the machine. This provision is not intended to cover defects in copy quality, which are the result of operator errors (incorrect paper selection, operation of machine with insufficient toner, etc.). The credit must be presented to the key operator at the time of service.

3.10.3 Meter readings shall constitute the total copy volume for a single calendar month.

3.11 Paper Specifications:

3.11.1 Equipment shall be compatible with using recycled paper, up to and including 100% Post-Consumer Waste (PCW) paper. Service personnel may not fault the use of recycled paper for equipment failures, as long as the recycled paper in use meets the standard paper specifications (e.g. multi-purpose, copy, or laser paper).

3.11.2 Contractor shall guarantee that copier provided is able to use the 100% PCW recycled content paper and is able to accomplish 100% duplexing with 30% PWC, without maintenance problems.

3.12 Trial or Demonstration Equipment:

3.12.1 Any trial or demonstration copier period may not exceed 30 calendar days and such copier may be used, remanufactured, or reconditioned.

3.12.2 No trial or demonstration copier may be converted to a rental, unless the equipment was new, as defined within this Contract, prior to the current placement as a trial or demonstration equipment.

3.13 Back-up and/or Replacement Copiers:

- 3.13.1** Contractor shall permanently remove all stored County data/images from the hard drive and Cache memory within seven (7) days of removal of back-up copiers from County. Within seven (7) days of data removal services, Contractor shall provide written certification (Attachment E) that data removal has been completed or within seven (7) days of the request by the County.
- 3.13.2** Replacement copiers must be new and have similar or better functions and features than the copier being replaced.
- 3.13.3** Contractor shall provide County with a back-up copier after a copier has been down for two (2) consecutive business days. Back-up copier will be replaced within 30 days with the original machine or a new replacement.
- 3.13.4** Copiers having demonstrated a history of “excessive down time” shall be replaced by the Contractor with a new copier of equal or better features. Excessive down time shall be defined as four (4) or more service calls in one month. Downtime is calculated from the time the agency places the call, and ends when the machine is up and running.

 - 3.13.4.1** County shall document and record all maintenance services provided by Contractor. Documentation shall include the following minimum information: date of service, number of hours the machine is down, nature of the problem, re-occurrences of same problems, and the date when the problem is resolved.

3.14 Installation and Environmental Requirements:

- 3.14.1** Prior to order acceptance, Contractor must advise County of any and all specialized installation and environmental County site requirements for the delivery and installation of contract equipment. This information should 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.

3.15 Equipment Inspection/Testing/Acceptance:

- 3.15.1** Inspections, tests, measurements, or other acts or functions performed by the County shall in no manner be construed as relieving the Contractor from full compliance with contract requirements.
- 3.15.2** At a minimum, an installed device must demonstrate the capability of providing the functions and services specified in the manufacturer's published equipment literature.
- 3.15.3** No contract term for rental payments and cost per copy charges may begin prior to successful delivery, installation, and acceptance of the ordered copier by the County.

3.16 Warranty – Contractor guarantees that copiers will perform according to manufacturer specifications during the rental term.

4. Contractor Requirements:

- 4.1 Contractor has more than five (5) years' experience providing digital multifunctional copier rental services.
- 4.2 Contractor has environmental sustainability initiatives in place to minimize environmental impacts.
- 4.3 Contractor shall be responsible for the professional quality and technical competence of personnel designated to provide services to the County.
- 4.4 Contractor shall comply with all applicable local, state, and federal laws and regulations.
- 4.5 Contractor shall comply with all applicable County agency/department rules of conduct, policies, and procedures while on County premises.
- 4.6 Contractor shall provide all necessary labor, provide all supplies (except paper), transportation and handling of copier, shipping/delivery charges for supplies, maintenance, and any other costs necessary for the delivery/assembly/installation/de-installation/pick-up, and inspection before and after installation of all copiers provided for under this contract.
- 4.7 Contractor shall have dedicated/qualified trained sales/service staff to provide software and technical assistance, including assistance in problem solving, maintenance, machine operation, etc.
- 4.8 Contractor shall provide a per-copy credit for all copies made during the course of preventative maintenance and remedial maintenance.
- 4.9 In case where the electronic (automated) meter read is not functional for any reason, Contractor is responsible for retrieval of the meter read each month.
- 4.10 Contractor shall not charge for scans or fax transmissions.
- 4.11 **Data Removal** - Contractor shall provide County with their 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 shall be in compliance with NIST SP 800-88 and Department of Defense (DoD) 5220.22-compliant sanitation programs.
- 4.12 **Hard Disk Drive Replacements Due to Copier Malfunction/Failure** - Contractor shall remove all stored Customer data/IMages from the hard disk drive and Cache memory within seven (7) days of removal of replacement hard disk drives from County. Within seven (7) days of hard disk drive replacement services, Contractor shall provide written certification (Attachment E) that data removal has been completed or within seven (7) days of the request by the County.
- 4.13 **Supplies** - Contractor shall maintain adequate stock levels of replacement parts and consumable supplies to make timely repairs/replacements for all copiers placed under this contract. It is the responsibility of the Contractor to track inventory and usage of supplies to insure adequate availability.

- 4.14 Confidentiality** - Contractor shall be responsible for ensuring that its employees maintain confidentiality of all information and County records that may become accessible to its employees.
- 4.15 Contractor Staff:** Contractor shall provide the following information to each employee given a County assignment but not limited to the following:
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
 7. Parking Information
- 4.16 Reports:** Contractor shall maintain an inventory listing (report) for all copier rentals under this contract. The inventory report shall include the following information but not limited to: agency/department name, make and model, rental duration, copier serial number, record of service maintenance and repairs, monthly rental fees, copy volume for each copier, and downtime for each copier.
- 4.16.1 Down-Time Reports:** Contractor shall provide an annual report to County Procurement Office and include the following information, but not limited to: County wide down-time % and individual down-time % for each individual copier.
- 4.16.2 Average Response Time Reports:** Contractor shall provide an annual report to County Procurement Office and include the following information, but not limited to: Countywide average response time and individual average response time for each copier.

5. Copier Rental:

5.1 Rental Term

- 5.1.1** Contractor shall provide copier rental terms to the County for any number of months requested.
- 5.1.2** Rental terms cannot exceed term of contract.
- 5.1.3** County may terminate rental agreement without penalty immediately with cause or after 30 days' written notice without cause. Contractor shall not charge County monthly rental fees (including optional accessories fees) for the remainder of the rental term.

5.2 Monthly Rental Price

- 5.2.1 Pricing shall include in-house delivery/pick-up of copier, all supplies except paper, installation of equipment/accessories/software/network, removal of all waste material, user manuals, quick reference user guides, in-person training, de-installation, and removal/replacement. Network installation shall include: configuration of the copier for the proper network protocols; and installation of the appropriate print drivers to computers.
- 5.2.2 Contractor shall not charge additional fees for copy, print, scan, or fax features/functions of the copiers.
- 5.2.3 Monthly rental and cost per copy prices for new and/or replacement copiers shall be equal and/or comparable to the copier being replaced.
- 5.2.4 Copier rental charges shall be billed monthly.
- 5.2.5 Copier monthly rental charges (including optional accessory charges) shall remain firm for the duration of the rental term and subsequent renewal terms, if exercised.

5.3 Cost Per Copy – No minimum or maximum number of copy requirements.

- 5.3.1 Cost per copy shall include all costs associated with operating the copier including maintenance and all consumable supplies, excluding paper. Contractor shall provide manufacturer's supplies.
- 5.3.2 Cost per copy shall be billed monthly.
- 5.3.3 Cost per copy price shall remain firm for the duration of the rental term and subsequent renewal terms, if exercised.

5.4 Delivery

- 5.4.1 Some County locations are located in multi-floor buildings. Contractor is required to make delivery/pick-up of copier to County locations regardless of obstacles.
- 5.4.2 County shall not provide free parking, parking fees shall not be reimbursed, and parking passes will not be issued.
- 5.4.3 Contractor shall coordinate delivery, set-up, and pick-up with the ordering agency/department.
- 5.4.4 Contractor shall 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. The Contractor shall remove from the premises all crates, wrappings and other flammable waste materials or trash from the building.
- 5.4.5 Contractor shall be responsible for any damage to County premises as a result of delivery/installation/pick-up and shall repair and restore such premises to the original condition.

5.5 Accessories

5.5.1 Accessories must be coterminous with the copier's original rental term. If the accessory or software is related to or attached to a particular machine, the rental term must end with the original copier's rental term.

5.5.2 All copier accessories are to be added or removed at the discretion of the County.

5.6 Software

5.6.1 Software must be coterminous with the copier's original rental term. If the software is related to a particular copier, the software term must end with the original copier's rental term.

5.6.2 Software maintenance costs shall be inclusive of available software patches and updates.

5.7 End of Rental - Contractor shall notify the County in writing, 90 days prior to the end of any rental term.

5.7.1 Contractor is responsible for de-installation and pick-up of copier.

6. Service:

6.1 Contractor shall have sufficient management and qualified manufacturer trained and certified technicians to service all copiers provided under the Contract.

6.2 Contractor shall assign a dedicated Account Manager to handle all requests from the County.

6.3 Contractor shall provide service support for equipment during day/ hours:
8am-9pm M-F
9am-5pm Saturday
Noon-5pm Sunday

6.4 Contractor shall provide toll free phone, local phone, facsimile, e-mail, internet and any electronic automated method for County to place service calls. Contractor shall provide confirmation to the requestor that the request has been received

6.5 Copier moves, pick-ups, and trade-ins shall be accomplished within the timeframe requested by County.

6.6 Copier Moves – County shall not move/relocate copiers.

6.6.1 Contractor shall move copiers within County locations at no additional cost per County's request.

6.7 New Orders – Orders for new copiers shall be installed by the Contractor within 30 calendar days of order placement unless otherwise specified by County. Excess installation time may be afforded by the County. Software related to the copier shall be installed within three (3) working days of the equipment installation unless otherwise specified by County.

- 6.8 Maintenance** – shall include preventative maintenance, remedial maintenance, software/firmware upgrades, and parts/component upgrades:
- 6.8.1** Contractor shall perform all preventative maintenance services at the manufacturer's suggested intervals.
 - 6.8.2** Preventive maintenance shall be regularly scheduled based on the recommended preventive maintenance cycle of each copier. Software/firmware upgrades or part/component upgrades shall be scheduled within thirty (30) days of release.
 - 6.8.3** Preventive maintenance shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday to Friday, unless otherwise agreed on a case-by-case basis by the County.
 - 6.8.4** Maintenance shall cover replacement of both parts that break and parts that wear out.
- 6.9 Response Time** – Contractor shall acknowledge service calls via phone, on-site service call or e-mail within one hour of the placement of a service call.
- 6.10 Service Repairs** - Contractor shall guarantee to provide service repairs within four (4) hours on-site after a call is placed. Contractor shall maintain service records on all copiers covered under this contract.
- 6.11 Service Parts** - Contractor shall use all OEM parts. Used parts will not be accepted except as an emergency repair to maintain uptime.
- 6.12 Technician Training** – All service technicians shall be factory trained by the OEM, certified to service the proposed equipment.
- 6.13 Training** – Contractor shall provide training to County staff on all aspects of copier use, as requested by County. Training shall generally be provided in three categories:
- 6.13.1** End User – small group demonstrations to County end-users on general copier functions and features.
 - 6.13.2** Copy Center Staff – 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.
 - 6.13.3** IT Staff – Specialized network connectivity, configuration and other information technology training as requested by County.

7. County Agency/Department Responsibilities:

- 7.1** County agencies/departments shall schedule and coordinate necessary services with Contractor.
- 7.2** Agencies/Departments shall notify the Contractor of any pick-up/delivery schedule changes/cancellations at least two (2) working days in advance.
- 7.3** County shall coordinate monthly readings with Contractor. County shall provide monthly meter readings to Contractor upon Contractor's request via email notification or phone call if it is the County's preferred monthly reading method.

8. Security Requirements:

- 8.1** All vehicles parked on-site shall be locked and thoroughly secured at all times.
- 8.2** All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- 8.3** Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- 8.4** Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- 8.5** Personnel shall plan their activities to minimize the number of times they must enter and exit a 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.
- 8.6** Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

ATTACHMENT B-1
PAYMENT/COMPENSATION

1. **PAYMENT – INVOICING INSTRUCTIONS:** The Contractor will provide a two-part invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the contractor will leave an invoice with each delivery. Invoices must be submitted to address indicated by the ordering agency/department. Each invoice must have a unique number and must include the following information:
- a) Contractor’s name and address;
 - b) Contractor’s remittance address;
 - c) Contractor’s Federal Tax I.D. Number;
 - d) Name of County Agency/Department;
 - e) Delivery/Service address;
 - f) MA Number / DO Number
 - g) Date of order/services rendered;
 - h) Product/Service description, quantity, and prices
 - i) Sales tax, if applicable
 - j) Total

2. **PAYMENT TERMS:** The Invoice is to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference the subordinate Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

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

3. **COMPENSATION:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration 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 the Contractor of all its duties and obligations hereunder.

Total contract Amount Not to Exceed ~~\$1,185,126.71~~ \$1,435,126.71

Annual amounts not to exceed:

Year 1	\$302,593.77
Year 2	\$291,883.67
Year 3	\$266,401.75
Year 4	\$181,980.47
Year 5	\$142,267.04
Year 6	\$250,000.00

4. **PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT):**

The 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 representative listed in the contract.

**ATTACHMENT C
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 D
CERTIFICATION FOR DATA REMOVAL**

Contractor certifies that:

1. Contractor has permanently remove all stored data from the hard drives and Cache memory from Copier prior to: 1) transfer or sale of returned Copier from County, 2) trade-in on replacement equipment; 3) scrapping; 4) donation; and/or 5) 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 SP 800-88 and Department of Defense (DoD) 5220.22-compliant sanitation programs.*

Copier Model Number: _____

Copier Serial Number: _____

Name (please print): _____

Signature: _____ Date: _____

Department: _____ Phone: _____

EXHIBIT 1
EQUIPMENT LIST AND PRICING
(See Separate Sheet)