

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TOSHIBA BUSINESSSOLUTIONS**

This Agreement is entered into this 15<sup>th</sup> day of November, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc., hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing multi-functioning device services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. EXHIBITS AND ATTACHMENTS**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services/Scope of Work
- Exhibit B—Payments and Rates
- Attachment H—HIPAA Business Associate Requirements

**2. SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. PAYMENTS**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits A and B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed one million eight hundred twenty-eight thousand three hundred seventy-eight dollars (\$1,828,378). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. TERM**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 15, 2022, through October 31, 2027.

**5. TERMINATION**

This Agreement may be terminated by Contractor or by the Human Resources Department or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. In the event County is not granted an appropriation of funds at any time during the lease term for the equipment subject to the lease or for equipment which is functionally similar and operating funds are not otherwise available to County to pay the payments and other payments due and to become due under the lease, and there is no other legal procedure or available funds by or with which payment can be made to Contractor, and the non-appropriation did not result from an act or omission by County, County shall have the right to return the equipment and terminate the lease on the last day of the fiscal period for which appropriations were received without penalty or expense to County, except as to the portion of lease payments and all other sums due to Contractor for which funds shall have been appropriated and budgeted.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. CONTRACT MATERIALS**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and

shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. RELATIONSHIP OF PARTIES**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. HOLD HARMLESS**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets

(collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon:

(a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. LIMITATION OF LIABILITY**

Except as to obligations arising from Section 8(a) above ("HOLD HARMLESS") neither Contractor nor County shall be liable to the other for consequential, incidental, or indirect damages. Contractor's entire liability is limited to a cap of either (i) the amount Contractor has received under the Agreement, or (ii) \$1,000,000, whichever is higher.

**10. ASSIGNABILITY AND SUBCONTRACTING**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**11. INSURANCE**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. LIABILITY INSURANCE**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability ..... \$1,000,000

(b) Motor Vehicle Liability Insurance ..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**12. COMPLIANCE WITH LAWS**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**13. NON-DISCRIMINATION AND OTHER REQUIREMENTS**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment,

classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. SECTION 504 OF THE REHABILITATION ACT OF 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. COMPLIANCE WITH COUNTY'S EQUAL BENEFITS ORDINANCE**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. HISTORY OF DISCRIMINATION**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. REPORTING; VIOLATION OF NON-DISCRIMINATION PROVISIONS**

Contractor shall report to the County Executive Officer any findings or decision by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, a court, or any other entity charged with the investigation or adjudication of a violation of of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such notification shall include a copy of the findings or decision and shall be provided within 75 days after the findings or decision are issued.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and may subject the Contractor to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years.

**h. COMPLIANCE WITH LIVING WAGE ORDINANCE**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**14. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**15. RETENTION OF RECORDS; RIGHT TO MONITOR AND AUDIT**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by



applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**16. MERGER CLAUSE; AMENDMENTS**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**17. CONTROLLING LAW; VENUE**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**18. NOTICES**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jas Sandhar, Procurement Manager  
Address: 455 County Center 4<sup>th</sup> Floor, Redwood City, CA 94063  
Telephone: 650-363-4408  
Email: jsandhar@smcgov.org

In the case of Contractor, to:

Name/Title: Van Real, Vice President & General Manager Address:  
12657 Alcosta Blvd Suite 100, San Ramon, CA 94583  
Telephone: 925-277-3226  
Email: van.real@tbs.toshiba.com

**19. ELECTRONIC SIGNATURE**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**20. PAYMENT OF PERMITS/LICENSES**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**21. REIMBURSABLE TRAVEL EXPENSES**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

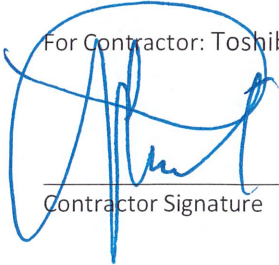
- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.

- d. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- e. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- f. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- g. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.



Contractor Signature

11/22/2022

Date

Larry White, President & CEO

Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## Exhibit A – Services/Scope of Work

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

### **1. ACCOUNT MANAGER**

The Contractor will assign a dedicated and knowledgeable Account Manager, who will be responsible for the administration of Contractor's contractual responsibilities and be knowledgeable about the terms and conditions of this Agreement. These may include but will not be limited to examination of site locations to advise the County of any electrical, safety, space or special requirements needed, service problem resolutions, billing issues, continual operator training, reports, etc. This individual should be able to access all information regarding the County's accounts through the Contractor's electronic records and provide immediate answers and requested customized reports. Additionally, the Contractor will be required to have a review check-in with the Contract Manager quarterly or more frequently at the County's discretion. The venue will be held at a County location chosen by the County.

### **2. TERM FOR EQUIPEMENT RENTALS**

While the term of this Agreement is from October 18, 2022 to October 31, 2027, inclusive, as provided in Section 4 of this Agreement, the following shall apply with respect to equipment rental.

- a. **Term for Each Equipment Rental:** Under this Agreement, the term of each individual equipment rental will commence when the vendor has installed the equipment, the equipment has successfully run all diagnostic routines and production checks and made the equipment available for use by the County. Such term will end on the expiration date certified in the applicable equipment rental agreement. Individual equipment rentals will have a term of 4 years. No additional Individual equipment rental including any authorized extensions will exceed 4 years. The period beginning with the effective date of this Agreement and ending on expiration date of the last expiring equipment rental agreement will not exceed eight years unless the County's Board of Supervisors specifically approves a longer term as to this Agreement or any individual equipment rental agreement. This Agreement will be incorporated in all equipment rental agreements, and its terms remain in effect as to those individual equipment rental agreements until each has expired or been terminated.
- b. **Short Term Rentals:** The County requires short-term rentals of equipment on occasion. These short-term rentals range from one day to approximately twelve months. The County requires that the Contractor charge the same cost-per-copy, monthly copier and networking options charges per segment as the standard rental agreement, following all terms and conditions of this Agreement. The equipment provided is not required to be new, but the specifications must meet or exceed the segment requested.

### **3. RENTAL AGREEMENTS**

For each piece of Equipment installed, there will be a separate rental agreement, which the Contractor

will create following the template the County will provide.

- a. Rental agreement cost-per-copy prices in bid documents will be for the solution.
- b. Rental agreement monthly charges for copier options in bid documents, will list all offered copier options with part numbers and monthly charges that do not come with the copier but can be added to the copier being bid.
- c. The term of each rental agreement will be four years. Rental agreement monthly charges for network options in bid documents will list any network options (hardware, software, and peripherals required for network printing, scan to email, scan to network folders, and color scanning) with part numbers and monthly charges that do not come with the copier but can be added to the copier being bid.
- d. Any option added after the rental Agreement start date will be billed at the monthly charge. If the Department/Division Representative (DDR) requests an option with twelve months or less remaining in the rental agreement, the Contractor will provide a quote for the option.
- e. Contractor will assign a unique and sequential Equipment Identification Number (EIN) for each Multi-Function Device (MFD) placed under this Agreement. This number will be created by the Contractor and will be used to identify along with the serial number to help identify the equipment. All invoices and correspondence between the Contractor and County Procurement and the DDR will include the EIN when referring to specific equipment. The EIN will also be included in reports provided to the County.
- f. Each rental agreement will be maintained by the authorized DDR or their designee. The Contract Manager will maintain a list of representatives for each relevant County department/division for the duration of this Agreement and provide it to the Contractor. The Contractor Project Manager will work directly with each DDR to create and maintain a rental agreement. The Project Manager will provide an equipment recommendation that will become the basis for a Rental Agreement for each machine. The DDR will direct any requests for changes, upgrades or downgrades, additions and deletions, dispute resolution, etc., to the Project Manager in writing.

#### **4. SURVIVABILITY**

Sub-Rental Agreements that are provided under this Agreement may survive this Agreement. Departments renting the Equipment will continue to receive ongoing service from the Contractor at the agreed upon contract rate through the term of their Rental Agreement. The terms and conditions of this Agreement will survive through that final term and any subsequent renewals and extensions.

#### **5. EFFECT OF TERMINATION**

As provided in Section 5 of this Agreement, the County has the right to terminate this Agreement without cause after thirty days written notice. If such action is taken, each individual Rental Agreement will remain in place until its expiration date, but no new Rental Agreements will be made.

#### **6. TECHNICAL CAPABILITIES**

All equipment supplied at the time of initial installation will be new, current manufacturer models of digital technology with networking and scanning capabilities. When new models are introduced, the Contractor will present to the County a completed bid form from bid documents, for each of

the new models that are being proposed along with a manufacturer's specification sheet and material safety data sheet for acceptance to add the new models to this Agreement. Pricing for the new models, including all copier and networking options, must remain at the same cost-per-copy and monthly charges as originally bid and as included in Exhibit B to this Agreement.

## 7. EQUIPMENT RECOMMENDATION

As current rental agreements expire, Contractor will work with each DDR to determine the current average monthly volume and will use this information to present an equipment recommendation to the DDR with the option of a Black and White or Color and B&W MFD. The Recommendation will result from the Contractor's assessment and analysis of current estimated monthly volume and anticipated needs for the individual equipment.

- a. The Contractor will monitor the current fleet of County copiers and their individual rental agreement expiration dates.
- b. Each equipment recommendation will be provided to the DDR at least sixty days before the expiration date of the current rental agreement.
- c. The equipment recommendation will correspond to the print speed-chromatic segments and give the option of either Black and White or Color and B&W equipment.
- d. The equipment recommendation will provide quotations for the estimated monthly cost for the proposed rental agreement based on the estimated monthly volume.
- e. Contractor's equipment recommendation will fully comply with all applicable disability access laws.

## 8. SCHEDULING

Contractor will schedule the installation of the MFD equipment and provide written notice of the date to the DDR and key operator with at least thirty days' notice.

- a. **Date of Installation:** Installation will occur on the expiration date of the prior (i.e., expiring) individual rental agreement.

## 9. DELIVERY AND INSTALLATION OF MFD EQUIPMENT AND ALL CONSUMABLES OTHER THAN PAPER

- a. **Delivery:** Contractor will provide the equipment to be delivered at the delivery address specified in each rental agreement and made ready for operation on the same day as installation. All transportation costs and other expenses incurred in connection with the delivery of Equipment will be the responsibility of the Contractor including the absence of elevators.
  - i. There are to be no "blackout periods," such as end-of-month, end-of-quarter, etc. for installations, removals, or moves to new County locations with the exception of Contractor holidays, which the Contractor will provide to the county within the first month of each calendar year.
  - ii. Supplies will be delivered with each copier to ensure a minimum of one month's usage. Supplies must include: toner, developer, fuser agent, toner collection bottles, and staples and will only exclude paper. Each copier will be delivered with an operator's instruction manual.
- b. **Installation:** Any equipment that requires installation will be installed by Contractor or its authorized representative. Installation will take place in accordance with plans and specifications approved by County and in accordance with all applicable laws, rules, and regulations. Contractor will obtain any permits or licenses required for the installation of the Equipment unless County otherwise agrees in writing. It will be the Contractor's responsibility to

examine each delivery site specified in the rental agreement and to advise the County of any electrical, safety, space, or special requirements that are to be met prior to delivery of equipment. It will be the County's responsibility to have the site properly prepared for the delivery of equipment. All costs and expenses incurred in connection with installation of the equipment will be the responsibility of Contractor.

- c. **Networking Installation:** For machines that will be networked, Contractor will provide cabling and give the DDR or key operator the IP address at the time of the installation. The DDR will be responsible to schedule County IT staff to connect the equipment to County networks.
  - i. **Software and Software Licenses:** Contractor shall affirmatively confirm that their Equipment does not require software development or require the purchase of any software license by the County. All necessary software and software licenses needed to operate the MFDs shall be included in MFD Equipment prices.

## 10. TRAINING

Contractor's training and education program to County department end users and IT network administrators will include but not be limited to training upon MFD equipment installation and any additional training as requested by County department end users or IT network administrators.

- i. Training will be provided to County department personnel of the delivery sites on the same day, or on a date mutually agreed upon in writing by County department and Contractor following delivery of the equipment. Additional training for key operators and their designees in their duties will also be given at this time.
- ii. Upon request by the County, additional training will be provided at no additional cost to the County.
- iii. Training for DDR staff in their duties is required and may be given in cooperation with the Contract Manager.

## 11. ONLINE PORTAL

Contractor will provide web-based technologies that offer County end users remote functionalities that include but are not limited to online meter reporting, online invoice reconciliation, online service and maintenance notifications, and online submissions of service requests, maintenance requests, and supply ordering requests. Contractor will establish and maintain, through periodic updates, a "real-time" on-line catalog of MFD Equipment along with County pricing for use by County departments. All County pricing will remain the same or less for the duration of the Agreement. Orders that are placed through the portal for supplies will be shipped to arrive within three to five business days unless rush delivery is specified.

## 12. SERVICE REQUIREMENTS

Contractor will employ a service network and technical staff that will provide a level of maintenance and support service to achieve an uptime of 98% on all of the Contractor's MFD equipment rented by the County. Contractor will have available maintenance staff and resources to respond to service requests and assist with County machines within the four-hour requirement window.



a. **Minimum Uptime Requirement:** Contractor will keep equipment in working order a minimum of 98% of the available work time. Failure by Contractor to maintain a 98% uptime standard will be grounds for requiring the Contractor to replace the equipment at Contractor's expense with a like or better unit.

**b. Requirements**

- i. The Contractor will provide repair service for digital copiers, network hardware and software and preventative maintenance during normal business hours, 8 AM to 5 PM, Monday through Friday, except holidays, at no additional cost to the County, to keep the machines in good working order.
- ii. Service response time will be no more than four working hours after being notified. Technicians must notify the requesting department with estimated time of arrival if the four-hour response time cannot be met. Once service has been performed, the technician is required to review with the end user what repairs and services were performed.
- iii. The Contractor will provide the option of 24 hour per day, 7 days a week, including holidays, for repair and preventative maintenance service. Pricing will be what was shown on each bid document under Extended Service Option.
- iv. An online portal will be made available to the DDR and their designees for ordering supplies and requesting service.
- v. All technicians that are assigned to service the equipment must be certified factory-trained.
- vi. The Contractor will have an adequate inventory of spare parts immediately available for repairs.
- vii. If Contractor cannot repair the machine within 72 hours, a replacement machine will be provided. The replacement machine will be installed without additional cost to the County and will be of equal features and capabilities. The DDR must be notified that a replacement copier will be provided.
- viii. Contractor will be responsible to notify the DDR of the model and serial number of a replacement/loaner equipment within five business days after placement of the replacement/loaner.
- ix. Each service call will be documented by the Contractor in the form of a service call report, a copy of which will be provided to the DDR upon request. This service call report will, at a minimum, indicate the date and time of the service and a description of the needed repair.
- x. If the copier experiences multiple service calls in an unusually short time, the County may elect to have the equipment immediately replaced at the vendor's expense. County Procurement reserves the right to make the decision as to when a machine should be replaced. If any copiers are replaced for the above- mentioned reason, the contract period will remain the same as the original equipment.
- xi. Each MFD will have a decal or label on the front or face of the copier with the following information:
  - a. The toll-free telephone number and portal for ordering supplies and service
  - b. Equipment Identification Number

- c. A statement indicating Contractor's ownership of the equipment
- xii. The County will not be charged for copies made by the Contractor's technicians during maintenance service.

**c. Preventative Maintenance:**

- i. Preventative maintenance will be included in the cost of the rental of each copier.
- ii. Preventative maintenance will include each copier to be thoroughly inspected, adjusted, replaced of unserviceable parts, lubricated, cleaned by brush, blower or vacuum by certified factory trained technicians capable of making necessary repairs.
- iii. Technicians must perform preventative maintenance with each service call. If the machine needs a scheduled preventative maintenance, the technician must arrange service in advance with each location and will make every effort to schedule calls during low use periods.

**13. RELOCATION:**

The County has the right at its sole discretion to request to relocate the equipment to any location within the geographical boundaries of the County or where the County does business. It is the responsibility of the DDR to notify the Contractor of all relocated equipment with at least 14 days' notice, and it is the Contractor's responsibility to maintain the location of all machines in the County. If the Contractor is requested by the County to relocate a machine to a different location in the County, the relocation will be provided at no additional cost to the County. The DDR will document the new location and all other changes with a change notice to the rental agreement with the proper signatures including those of the Contractor and the Contract Manager.

**14. REPORTING:**

- a. **Quarterly Reporting:** Contractor will be required to provide standardized quarterly reports to the DDR and County Procurement detailing the performance of each lease, rental unit or unit under maintenance identified by Equipment Identification Number (EIN) and serial number. The quarterly report will include the following information:
  - i. Department: County Department renting the equipment
  - ii. Location: County Department physical location with Division and room and/or floor(including the date of any relocation)
  - iii. Model Number: Model number of the rented unit
  - iv. Equipment Identification Number: Unique and sequential number used to easily identify the equipment
  - v. Serial Number: Unique identifier issued by the manufacturer of the rented unit
  - vi. Rental Term – Beginning date and end date of the rented unit.
  - vii. Department Contact – Name, email, and phone number of County employee point of contact for rented unit.
  - viii. Contractor Contact – Name, email, and phone number of Contractor's employee responsible for any issue on leased unit.
  - ix. Cost per Copy (BW) – Cost per page for each black and white printed page.
  - x. Cost per Copy (Color) – Cost per page for each color printed page.
  - xi. Meter Reading (BW) – Meter count for the current reporting period for black and white pages.

- xii. Meter Reading (Color) – Meter count for the current reporting period for color pages.
  - xiii. Total Monthly Service Calls – Number of service calls per month for report period.
  - xiv. Date of Service Call – Date for each service call for report period.
  - xv. Type of Service Call – Reason for each service call for report period.
  - xvi. Total Downtime Hours – Total number of hours leased unit was unavailable for use due to maintenance needs for report period.
  - xvii. Uptime – Percent of time machine was available for use for report period.
  - xviii. Segment
  - xix. Monthly Duty Cycle – Maximum monthly volume at which the rental unit was assessed
  - xx. Recommended Average Monthly Volume – Expected regular monthly volume at which the leased unit was assessed
- b. **Ad Hoc:** Contractor will provide on-line reporting functionality that includes the ability for each individual user department to run a variety of ad hoc tracking, usage, performance, and maintenance/uptime reports for leased, rented, and/or purchased MFD unit by that individual user department. Available data fields shall include no less than those fields provided in sub-section a, above ("Quarterly Reporting").

**15. DATA SECURITY**

- a. Equipment will comply with the County of San Mateo Multi-Function Device Standard (updated 2018) or updated version; a copy of which is provided with this Agreement. With respect to end-of-life security measures:
  - i. The DDR will have the option to maintain physical custody of the hard drive when repairs are required or at the end of life.
  - ii. The hard drive shall be securely sanitized or destroyed before the transfer disposition of the MFD occurs.
- b. The hard drive shall be overwritten after each use. The hard drive shall be swapped and/or returned during a service call.
- c. Networked copiers must comply with County security policy to ensure there is no inbound access from an external network to a County of San Mateo network.

**16. NETWORK SPECIFICATIONS**

- a. The County has an extensive ethernet network. Servers are Microsoft windows server 2008 or better. All digital copiers bid must be fully compatible with Microsoft windows operating systems, and be able to be managed in Windows Server Print Management.
- b. All copiers bid will have RJ45, 10/100 (good) or 100/1000 (better) MBPS ethernet connections.
- c. As a means to efficiently control printer commands across the network to the printer, the system bid will utilize PCL (printer command language), version 6x or better.
- d. Contractor will detail on the bid forms the types of printer emulation provided by the system bid.
- e. The contractor will itemize all hardware, software, and peripherals which are required to upgrade the basic copier to perform distributed network printing across the county's existing Microsoft network and show the monthly charge which will be added to the cost of the copier.
- f. All copiers must have the ability to scan to email, network folders and in color.
- g. Vendor will provide telephone and onsite digital support by technical professionals for all issues concerning network connectivity. (Please provide hours and proper procedure to

initiate a service call).

- h. For each copier placed, the county requires all content on the hard drive be protected. The county will accept either a security kit installed that erases the hard drive after each copy/scan made or a hard drive replacement at the end of the rental agreement. Provide the charge for each of these options on the associated bid form in Bid Documents.

## **17. EQUIPMENT UNDER RENTAL AGREEMENT**

**Title:** Title to the Equipment will be retained by Contractor. County will not have any right, title or interest in the Equipment except the right to quiet enjoyment while under rental. The Contractor will affix and maintain, at Contractor's expense, in a prominent position on each unit of Equipment, identifying labels indicating Contractor's ownership of the Equipment.

**Personal Property:** During the term of this Agreement, the Equipment will remain personal property and shall not be deemed to be affixed to or a part of real property on which the Equipment may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter becomes in any manner physically affixed or attached to real property or any building thereon.

## **18. RETURN OF EQUIPMENT:**

Upon expiration or termination of the applicable rental agreement, County will return possession of the equipment to Contractor in the condition in which the equipment is required to be maintained according to this Agreement, normal wear and tear excepted. At Contractor's sole expense, Contractor will cause the equipment and remaining supplies to be removed and transported from the applicable County location including at sites with stairs and the absence of an elevator. If Contractor fails to accept and remove the equipment within fifteen calendar days after such termination or expiration, County will have the right (but no obligation) to remove the equipment and place it in any storage facility within the geographical boundaries of the County, at Contractor's sole expense. Contractor will hold County free and harmless from any expense or damage of any kind associated or occasioned thereby or arising therefrom.

## **19. INVOICING**

- a. The County uses a decentralized accounting system. The main account set up for the County will include separate billing and invoicing for each County Department, and some Divisions, as a sub account. Each County Department/Division will have separate bill-to addresses and multiple ship-to(service) locations. The Contractor will provide a monthly or quarterly invoice to each County Department/Division for payment. All invoices will include a detailed report for each designated department location showing a line item for that location's copier activity costs. The invoice will include a detailed list of all transactions for that location. Each department/division representative or their designee will be responsible for approving monthly or quarterly invoices.
- b. Billing will be in arrears: meter readings on invoices must reflect actual and not estimated usage by the Contractor. The County will have the option to report meter readings by telephone, mail, e-mail or online.
- c. The DDR will provide and maintain a list of Departmental fiscal contacts for each rental agreement and provide it to the Contractor before the rental agreement is drafted.

## **20. BILLING/PAYMENT TERMS**

- a. Payment terms are Net 30 days.
- b. Contractor must correct billing errors within 30 days of being notified. County will have the option to withhold payment, without penalty, if billing errors are not corrected.
- c. Contractor will credit County for the time spent to settle ongoing Contractor administration errors.

## **21. UPGRADES**

Upgrades of individual rental equipment: County may, after an initial six months of any individual equipment rental agreement for any machine, choose to upgrade or downgrade to equipment in a different segment. In the event of an upgrade, the department will pay whatever County contract rate exists for the replacement machine for the remaining term of the original individual rental agreement. In the event of a downgrade, the department will pay the contract rate applicable to the replacement equipment for the remaining term of the original individual rental agreement.

## **22. HIGH SPEED EQUIPMENT**

The County intends to limit the number of high-speed units to applications requiring that level of output. For the purposes of this section, high speed will mean equipment capable of producing copies at a rate greater than seventy-five copies per minute. These machines may be installed only upon express prior approval of the Contract Manager. Any equipment found installed without such prior approval will be returned to Contractor at no cost to County and all rental payments will be refunded.

## **23. INSPECTION BY CONTRACTOR**

With at least five business days' prior notice, Contractor will have the right, during normal business hours(9:00 AM to 5:00 PM Pacific Time), subject to applicable law, to enter upon the premises where the equipment is located to inspect or to observe use of the equipment.

## **24. RESPONSIBILITY FOR EQUIPMENT**

County will not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Contractor, or by any of its employees, even if such equipment is furnished, rented, or loaned to Contractor by County.

## **25. COMPLIANCE WITH DISABILITY ACCESS LAWS**

Section 508 of the Rehabilitation Act of 1973, the Code of Federal Regulations, Title 36, Part 1194 and California Government Code Sections 11135-11139, as periodically amended or updated, mandate governmental entities to comply with accessibility requirements in the development, acquisition and use of electronic or information technology. All MFD Equipment offered by Contractor under this Agreement will comply with all applicable disability access laws.

## **26. ENVIRONMENTAL REQUIREMENTS:**

Contractor will comply with the County Environmental Policy:

<https://rethinkwaste.org/businesses/laws-ordinances/sb-1383-state-organics-law/and> CA Senate Bill 1383: <https://calrecycle.ca.gov/organics/slcp/education/>

- a. **Duplex Operation Enabled and set as Default:** Contractor provides MFD Equipment that can operate in duplex mode. Contractor will set duplex (double-sided printing) as default mode of operation for all MFD Equipment provided to the County during the life

of this Agreement. The Contractor will train County staff on how to operate duplex mode.

- b. **Toner Cartridge and Toner Bottle Recycling Program:** All toner cartridges and bottles provided by Contractor under this Agreement will either be 100% recyclable in the County's existing curbside recycling programs or be recycled through the Contractor's own cartridge/bottle take back and recycling program. On the day of installation of any equipment, the Contractor will provide written instructions to County department users on the process to recycle toner cartridges and bottles.
- c. **California Senate Bill 1383 (SB 1383) Compliance:** All MFD's supplied to the County must comply with SB 1383 by using 20 Lbs, 30% post-consumer recycled content copy paper.

**27. MATERIAL SAFETY DATA SHEETS:**

Material Safety Data Sheets will be required on equipment upon execution of the contract.

**28. PERFORMANCE MEASURES**

<b>Measure</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
Percent of Service Requests responded to within a four-hour requirement window.	100%	100%	100%	100%	100%

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the fee schedule and terms that follow. In no event shall County's total fiscal obligation under this Agreement exceed one million eight hundred twenty-eight thousand three hundred seventy-eight dollars (\$1,828,378).

BID SHEET 1: MFD Segment A - Black & White	BID SHEET 7: MFD Segment A - Color and B&W
BID SHEET 2: MFD Segment A - Black & White	BID SHEET 8: MFD Segment A - Color and B&W
BID SHEET 3: MFD Segment A - Black & White	BID SHEET 9: MFD Segment A - Color and B&W
BID SHEET 4: MFD Segment A - Black & White	BID SHEET 10: MFD Segment A - Color and B&W
BID SHEET 5: MFD Segment A - Black & White	BID SHEET 11: MFD Segment A - Color and B&W
BID SHEET 6: MFD Segment A - Black & White	

SEGMENT	MONTHLY VOLUME RANGE	COST PER COPY
<b>BLACK AND WHITE</b>		
BID SHEET 1- A- MONO	1-1,500	\$0.01240
BID SHEET 2- B- MONO	1,501-4,000	\$0.01240
BID SHEET 3- C- MONO	4,001-8,000	\$0.01240
BID SHEET 4- D- MONO	8,001-20,000	\$0.01240
BID SHEET 5- E- MONO	20,001-50,000	\$0.01240
BID SHEET 6- F- MONO	50,001+	\$0.01240
<b>COLOR</b>		
BID SHEET 7- A- COLOR & MONO	1-1,500	Color: \$0.03750 B&W: \$0.01890
BID SHEET 8- B- COLOR & MONO	1,501-4,000	Color: \$0.03750 B&W: \$0.01890
BID SHEET 9- C- COLOR & MONO	4,001-8,000	Color: \$0.03750 B&W: \$0.01890
BID SHEET 10- D- COLOR & MONO	8,001-20,000	Color: \$0.03750 B&W: \$0.01890
BID SHEET 11- E- COLOR & MONO	20,001-50,000	Color: \$0.03750 B&W: \$0.01890

**COUNTY OF SAN MATEO**

**Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono**

**BID SHEET 1: MFD Segment A - Mono**

Instructions: Enter your bid information in the gray-shaded areas. Do not make changes to the form.

Line #	Category	Requirements	Comply (☑)	Describe Any Exceptions			
1	Type: Desktop	Stationary platen	☑	None			
2	Toning Systems	Dry dual component monochrome toner	☑	None			
3	Average monthly copy volume	1 - 1,500 copies	☑	None			
4	Manufacturer's recommended monthly copy volume (No. of copies)	Maximum of 14,000 per Month		None			
5	Copy speed	20 pages per minute	☑	None (Exceeds requirement @28 CPM)			
6	RADF speed	Minimum 20 ppm	☑	None (Exceeds @28 CPM BW / 22 Color)			
7	Warm up time	30 seconds	☑	None (Exceeds requirement (18 Seconds))			
8	Automatic Duplexing	1:2, 2:2, 2:1	☑	None			
9	Paper system	*Front load drawer *Minimum On Line 50 sheet bypass *Minimum 50 sheet RADF	☑	None			
10	Paper Weights (Range in lbs.)	16 to 24 lbs.	☑	None			
11	On line paper drawer	1 x 250 letter	☑	None			
12	First copy speed	8 seconds	☑	None			
13	Minimum original size	5 1/2" x 8 1/2"	☑	None			
14	Maximum original size	8 1/2" x 14"	☑	None			
15	Magnification	Zoom 25% to 400% (3 preset & 1% increments)	☑	None			
16	Energy Saver Mode	Standard	☑	None			
17	Specify Electrical Requirements:	<input checked="" type="radio"/> 15 Amp <input type="radio"/> 20 Amp	☑	None			
18	Copier cabinet	Optional	☑	None			
19	Copier Dimensions Closed (Inches)	Width ("):	15.3	Depth ("):	21.25	Height ("):	20
20	Copier Dimensions with Access Panels Opened (Inches)	Width ("):	15.3	Depth ("):	34	Height ("):	32
Networking and Scanning Included							
21	<b>Make and Model of MFD Segment A, Mono</b>	Toshiba es2822AM					
22	<b>Cost-Per-Copy (\$)</b>	\$ 0.012400					
<b>List Copier Options and Part Numbers (use additional sheets if needed)</b>							
23	Stand 2822	Monthly Charge (\$) 3.00					
24							
25							
26	*Option of extending current device @ a discount						
27							
28							
29							

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COUNTY OF SAN MATEO  
 Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono

COUNTY OF SAN MATEO  
 Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono

**BID SHEET 1: MFD Segment A - Mono**

	Networking Options and Part Numbers (use additional sheets if needed)	Monthly Charge (\$)	
30	Networking and Scanning	Included	
31			
32			
33			
34			
35			

	Extended Service Option	Monthly Charge (\$)	
36	Service provided 24/7 including holidays	\$150 per hour / 2-H	

	Hard Drive Protection	Monthly Charge (\$)	
37	Security Kit installed on the copier	\$0 - Standard Featu	
38	Hard Drive Replacement - (one-time cost)	\$ 195.00	

COUNTY OF SAN MATEO  
Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono

**BID SHEET 2: MFD Segment B - Mono**

Instructions: Enter your bid information in the gray-shaded areas. Do not make changes to the form.

Line #	Category	Requirements	Comply (☐)	Describe Any Exceptions				
1	Type: Console	Stationary platen	<input checked="" type="checkbox"/>	None				
2	Toning Systems	Dry dual component monochrome toner	<input checked="" type="checkbox"/>	None				
3	Average monthly copy volume	1,501 - 4,000 copies	<input checked="" type="checkbox"/>	None				
4	Manufacturer's recommended monthly copy volume (No. of copies)	Maximum of 100,000 per Month	<input type="checkbox"/>	None				
5	Copy speed	25 copies per minute	<input checked="" type="checkbox"/>	None				
6	RADF speed	Minimum 25 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds at 50 cpm)				
7	Warm-up time	60 seconds	<input checked="" type="checkbox"/>	None (Exceeds @ 20 seconds)				
8	Automatic Duplexing	1:2, 2:2, 2:1	<input checked="" type="checkbox"/>	None				
9	Finisher (Sheet capacity)	600-Sheet	<input checked="" type="checkbox"/>	None				
10	Stapler (Sheet Capacity)	50-Sheet	<input checked="" type="checkbox"/>	None				
11	Paper system	*Front load drawers *Auto Tray Switching *Minimum On Line 50 sheet bypass *Minimum 50 sheet RADF	<input checked="" type="checkbox"/>	None (RADF Exceeds @ 100-Sheets)				
12	Paper Weights (Range in lbs.)	16 to 24 lbs.	<input checked="" type="checkbox"/>	None (Exceeds @ 16 - 140 LBS)				
13	On line paper drawers capable of the given configuration:	1 x 500, Letter (8 1/2" x 11") 1 x 500, Legal (11" x 14")	<input checked="" type="checkbox"/>	None				
14	First copy speed	5 seconds	<input checked="" type="checkbox"/>	None				
15	Minimum original size	5 1/2" x 8 1/2"	<input checked="" type="checkbox"/>	None				
16	Maximum original size	11" x 17"	<input checked="" type="checkbox"/>	None				
17	Magnification	Zoom 25% to 400% (9 preset & 1% increments)	<input checked="" type="checkbox"/>	None				
18	Energy Saver Mode	Standard	<input checked="" type="checkbox"/>	None				
19	Specify Electrical Requirements:	15 Amp	<input checked="" type="checkbox"/>	None				
20a	Account Control- Number of users available:	10,000	<input checked="" type="checkbox"/>	None				
20b	Number of Departments:	1,000	<input checked="" type="checkbox"/>	None				
21	Copier cabinet	Required	<input checked="" type="checkbox"/>	None				
22	Copier Dimensions Closed (Inches)		Width ("):	26	Depth ("):	25.2	Height ("):	46
23	Copier Dimensions with Access Panels Opened (Inches)		Width ("):	38	Depth ("):	43.6	Height ("):	60
Networking and Scanning Included								
24	<b>Make and Model of MFD Segment B, Mono</b>		Toshiba es2528A					
25	<b>Cost-Per-Copy (\$)</b>		\$ 0.012400					

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**BID SHEET 2: MFD Segment B - Mono**

**List Copier Options and Part Numbers** (use additional sheets if needed)

		Monthly Charge (\$)
26	300 SHEET DUAL SCANNER (DUPLEX 240SPM) MR4010	\$ 9.00
27	4-550 SHEET PAPER DRAWERS KD1075/MY1052	\$
28	CONSOLE FINISHER MJ1113 (2,250 SHEETS / 65-Sheet Stapler)	\$ 19.00
29	SADDLESTITCH FINISHER MJ1112B	\$
30		\$ 28.00
31	<del>FOX FINDER M1001 G/D/107N</del>	\$ 8.00
32	*Option of extending current device at a discount	

**Networking Options and Part Numbers** (use additional sheets if needed)

		Monthly Charge (\$)
33	Wireless Bluetooth Accy GN4030	\$ 5.00
34		
35		
36		
37		
38		
39	Service provided 24/7 including holidays <b>Extended Service Option</b> <b>Hard Drive Protection</b>	\$150 per hour / 2 Monthly Charge (\$)
40	Security Kit installed on the copier	\$0 - Standard Fea
41	Hard Drive Replacement - (one-time cost)	\$ 195.00 Monthly Charge (\$)


**COUNTY OF SAN MATEO**  
**Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono**

**BID SHEET 3: MFD Segment C - Mono**

Instructions: Enter your bid information in the gray-shaded areas. Do not make changes to the form.

Line #	Category	Requirements	Comply (☑)	Describe Any Exceptions				
1	Type: Console	Stationary platen	<input checked="" type="checkbox"/>	None				
2	Toning Systems	Dry dual component monochrome toner	<input checked="" type="checkbox"/>	None				
3	Average monthly copy volume	4,001 - 8,000 copies	<input checked="" type="checkbox"/>	None				
4	Manufacturer's recommended monthly copy volume (No. of copies)	Maximum of 125,000 per Month	<input type="checkbox"/>	None				
5	Copy speed	35 copies per minute	<input checked="" type="checkbox"/>	None				
6	RADF speed	Minimum 35 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds at 50 cpm)				
7	Warm-up time	Maximum 120 Seconds	<input checked="" type="checkbox"/>	None (Exceeds @ 20 seconds)				
8	Automatic Duplexing	1:2, 2:2, 2:1	<input checked="" type="checkbox"/>	None				
9	Finisher (Sheet capacity)	600-Sheet	<input checked="" type="checkbox"/>	None				
10	Stapler (Sheet Capacity)	50-Sheet	<input checked="" type="checkbox"/>	None				
11	Paper system	*Front load drawers *Auto Tray Switching *Minimum On Line 50 sheet bypass *Minimum 50 sheet RADF	<input checked="" type="checkbox"/>	None (RADF Exceeds @ 100-Sheets)				
12	Paper Weights (Range in lbs.)	16 to 34 lbs.	<input checked="" type="checkbox"/>	None (Exceeds @ 16 - 140 LBS)				
13	On line paper drawers capable of the given configuration:	1 x 500, Letter (8 1/2" x 11") 1 x 500, Legal (11" x 14")	<input checked="" type="checkbox"/>	None				
14	First copy speed	5 seconds	<input checked="" type="checkbox"/>	None				
15	Minimum original size	5 1/2" x 8 1/2"	<input checked="" type="checkbox"/>	None				
16	Maximum original size	11" x 17"	<input checked="" type="checkbox"/>	None				
17	Magnification	Zoom 25% to 400% (9 preset & 1% increments)	<input checked="" type="checkbox"/>	None				
18	Energy Saver Mode	Standard	<input checked="" type="checkbox"/>	None				
19	Specify Electrical Requirements:	<input checked="" type="radio"/> 15 Amp	<input checked="" type="checkbox"/>	None				
20a	Account Control- Number of users available:	10,000	<input checked="" type="checkbox"/>	None				
20b	Number of Departments:	1,000	<input checked="" type="checkbox"/>	None				
21	Copier cabinet	Required	<input checked="" type="checkbox"/>	None				
22	Copier Dimensions Closed (Inches)		Width ("):	26	Depth ("):	25.2	Height ("):	46
23	Copier Dimensions with Access Panels Opened (Inches)		Width ("):	38	Depth ("):	43.6	Height ("):	60
Networking and Scanning Included								
24	<b>Make and Model of MFD Segment C, Mono</b>		Toshiba es3528A					
25	<b>Cost-Per-Copy (\$)</b>		\$ 0.012400					

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**BID SHEET 3: MFD Segment C - Mono**

	<b>List Copier Options and Part Numbers</b> (use additional sheets if needed)	<b>Monthly Charge (\$)</b>
26	300 SHEET DUAL SCANNER (DUPLX 240SPM) MR4010	\$ 9.00
27	4-550 SHEET PAPER DRAWERS KD1075/MY1052	\$
28	CONSOLE FINISHER MJ1113 (2,250 SHEETS / 65-Sheet Stapler)	\$ 13.00
29	SADDLESTITCH FINISHER MJ1112B	\$
30		\$ 28.00
31	<del>ROXOR FINISHER MJ1113 / MY107N</del>	\$ 8.00
32	*Option of extending current device at a discount	

	<b>Networking Options and Part Numbers</b> (use additional sheets if needed)	<b>Monthly Charge (\$)</b>
33	Wireless Bluetooth Accy GN4030	\$ 5.00
34		
35		
36		
37		

38		
39	Service provided 24/7 including holidays <b>Extended Service Option</b> <b>Hard Drive Protection</b>	\$150 per hour / 2 Monthly Charge (\$)
40	Security Kit installed on the copier	\$0 - Standard Fea
41	Hard Drive Replacement - (one-time cost)	\$ 195.00 Monthly Charge (\$)

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**COUNTY OF SAN MATEO**  
**Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono**

**BID SHEET 4: MFD Segment D - Mono**

Instructions: Enter your bid information in the gray-shaded areas. Do not make changes to the form.

Line #	Category	Requirements	Comply (☑)	Describe Any Exceptions				
1	Type: Console	Stationary platen	<input checked="" type="checkbox"/>	None				
2	Toning Systems	Dry dual component monochrome toner	<input checked="" type="checkbox"/>	None				
3	Average monthly copy volume	8,001 - 20,000 copies	<input checked="" type="checkbox"/>	None				
4	Manufacturer's recommended monthly copy volume (No. of copies)	Maximum of 150,000 per Month	<input type="checkbox"/>	None				
5	Copy speed	45 copies per minute	<input checked="" type="checkbox"/>	None				
6	RADF speed	Minimum 45 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds at 50 cpm)				
7	Warm-up time	Maximum 180 Seconds	<input checked="" type="checkbox"/>	None (Exceeds @ 20 seconds)				
8	Automatic Duplexing	1:2, 2:2, 2:1	<input checked="" type="checkbox"/>	None				
9	Finisher (Sheet capacity)	600-Sheet	<input checked="" type="checkbox"/>	None				
10	Stapler (Sheet Capacity)	50-Sheet	<input checked="" type="checkbox"/>	None				
11	Hole Punch	2/3 Hole	<input checked="" type="checkbox"/>	None				
11	Paper system	*Front load drawers *Auto Tray Switching *Minimum On Line 50-sheet bypass tray *Minimum 50 sheet RADF	<input checked="" type="checkbox"/>	None (RADF Exceeds @ 100-Sheets)				
12	Paper Weights (Range in lbs.)	16 to 34 lbs.	<input checked="" type="checkbox"/>	None (Exceeds @ 16 - 140 LBS)				
13	On line paper drawers capable of the given configuration:	1 x 500, Letter (8 1/2" x 11") 1 x 500, Legal (11" x 14")	<input checked="" type="checkbox"/>	None				
14	First copy speed	4.1 seconds	<input checked="" type="checkbox"/>	None				
15	Minimum original size	5 1/2" x 8 1/2"	<input checked="" type="checkbox"/>	None				
16	Maximum original size	11" x 17"	<input checked="" type="checkbox"/>	None				
17	Magnification	Zoom 25% to 400% (9 preset & 1% increments)	<input checked="" type="checkbox"/>	None				
18	Energy Saver Mode	Standard	<input checked="" type="checkbox"/>	None				
19	Specify Electrical Requirements:	Ⓢ 15 Amp	<input checked="" type="checkbox"/>	None				
20a	Account Control- Number of users available:	10,000	<input checked="" type="checkbox"/>	None				
20b	Number of Departments:	1,000	<input checked="" type="checkbox"/>	None				
21	Copier cabinet	Required	<input checked="" type="checkbox"/>	None				
22	Copier Dimensions Closed (Inches)		Width ("):	26	Depth ("):	25.2	Height ("):	46
23	Copier Dimensions with Access Panels Opened (Inches)		Width ("):	38	Depth ("):	43.6	Height ("):	60
Networking and Scanning Included								
24	<b>Make and Model of MFD Segment D, Mono</b>		Toshiba es4528A					
25	<b>Cost-Per-Copy (\$)</b>		\$ 0.012400					

(Continued on next page)

**BID SHEET 4: MFD Segment D - Mono**

**List Copier Options and Part Numbers** (use additional sheets if needed)

		Monthly Charge (\$)
26	300 SHEET DUAL SCANNER (DUPLEX 240SPM) MR4010	\$ 9.00
27	4-550 SHEET PAPER DRAWERS KD1075/MY1052	\$
28	CONSOLE FINISHER MJ1113 (2,250 SHEETS / 65-Sheet Stapler)	\$ 19.00
29	SADDLESTITCH FINISHER MJ1112B	\$
30		\$ 28.00
31	<del>FOX FINDER M1017/M107N</del>	\$ 8.00
32	*Option of extending current device at a discount	

**Networking Options and Part Numbers** (use additional sheets if needed)

		Monthly Charge (\$)
33	Wireless Bluetooth Accy GN4030	\$ 5.00
34		\$
35		\$
36		\$
37		\$

38

39 Service provided 24/7 including holidays

\$150 per hour / 2

**Extended Service Option  
Hard Drive Protection**

Monthly Charge (\$)

40 Security Kit installed on the copier

\$0 - Standard Fea

41 Hard Drive Replacement - (one-time cost)


\$ 195.00

Monthly Charge (\$)


**COUNTY OF SAN MATEO**  
**Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono**

**BID SHEET 5: MFD Segment E - Mono**

Instructions: Enter your bid information in the gray-shaded areas. Do not make changes to the form.

Line #	Category	Requirements	Comply (☑)	Describe Any Exceptions			
1	Type: Console	Stationary platen	<input checked="" type="checkbox"/>	None			
2	Toning Systems	Dry dual component monochrome toner	<input checked="" type="checkbox"/>	None			
3	Average monthly copy volume	20,001 - 50,000 copies	<input checked="" type="checkbox"/>	None			
4	Manufacturer's recommended monthly copy volume (No. of copies)	Maximum of 590,000 per Month		None			
5	Copy speed	65 copies per minute	<input checked="" type="checkbox"/>	None			
6	RADF speed	Minimum 65 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds Spec - DSDf is Std / 240IPM Duplex - 120 IPM Simplex)			
7	Warm-up time	Maximum 180 Seconds	<input checked="" type="checkbox"/>	None (Exceeds @ 24 seconds)			
8	Automatic Duplexing	1:2, 2:2, 2:1	<input checked="" type="checkbox"/>	None			
9	Finisher (Sheet capacity)	3,250 - Sheet	<input checked="" type="checkbox"/>	None			
10	Stapler (Sheet Capacity)	50-Sheet	<input checked="" type="checkbox"/>	None			
11	Hole Punch	2/3 Hole	<input checked="" type="checkbox"/>	None			
11	Paper system	*Front load drawers *Auto Tray Switching *Minimum On Line 50-sheet bypass tray *Minimum 100 sheet RADF	<input checked="" type="checkbox"/>	None (Exceeds on DSDf in place of RADF)			
12	Paper Weights (Range in lbs.)	16 to 34 lbs.	<input checked="" type="checkbox"/>	None (Exceeds @ 16 - 140 LBS)			
13	On line paper drawers capable of the given configuration:	4 x 500: Letter, Legal, Ledger; 1 x 3,500 Letter	<input checked="" type="checkbox"/>	None			
14	First copy speed	4.1 seconds	<input checked="" type="checkbox"/>	None			
15	Minimum original size	5 1/2" x 8 1/2"	<input checked="" type="checkbox"/>	None			
16	Maximum original size	11" x 17"	<input checked="" type="checkbox"/>	None			
17	Magnification	Zoom 25% to 400% (9 preset & 1% increments)	<input checked="" type="checkbox"/>	None			
18	Energy Saver Mode	Standard	<input checked="" type="checkbox"/>	None			
19	Specify Electrical Requirements:	 15 Amp	<input checked="" type="checkbox"/>	None			
20a	Account Control- Number of users available:	10,000	<input checked="" type="checkbox"/>	None			
20b	Number of Departments:	1,000	<input checked="" type="checkbox"/>	None			
21	Copier cabinet	Required	<input checked="" type="checkbox"/>	None			
22	Copier Dimensions Closed (Inches)	Width ("):	76.2	Depth ("):	28	Height ("):	48
23	Copier Dimensions with Access Panels Opened (Inches)	Width ("):	81	Depth ("):	46	Height ("):	70
Networking and Scanning Included							
24	<b>Make and Model of MFD Segment E, Mono</b>	Toshiba es6518A w/ LCT					
25	<b>Cost-Per-Copy (\$)</b>	\$ 0.012400					

(Continued on next page)



**BID SHEET 5: MFD Segment E - Mono**

**List Copier Options and Part Numbers** (use additional sheets if needed)

		Monthly Charge (\$)
26	SADDLESTITCH FINISHER MJ1112B	\$ 12.00
27	FAX/2ND FAX LINE GD1370	\$ 8.00
28		\$
29		\$
30		\$
31		\$
32	*Option of extending current device at a discount	\$

**Networking Options and Part Numbers** (use additional sheets if needed)

		Monthly Charge (\$)
33	Networking and Scanning	Included
34	Wireless Bluetooth Accy GN4030	\$ 5.00
35		\$
36		\$
37		\$
38		\$

39	Service provided 24/7 Int'l Service Option <del>Extended Service Option</del>	\$150 per charge (\$2 Monthly Charge (\$)

**Hard Drive Protection**

40	Security Kit installed on the copier	\$0 - Standard Fee
41	Hard Drive Replacement - (one-time cost)	Monthly Charge (\$)

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**COUNTY OF SAN MATEO**  
**Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono**

**BID SHEET 6: MFD Segment F - Mono**

Instructions: Enter your bid information in the gray-shaded areas. Do not make changes to the form.

Line #	Category	Requirements	Comply (☐)	Describe Any Exceptions				
1	Type: Console	Stationary platen	<input checked="" type="checkbox"/>	None				
2	Toning Systems	Dry dual component monochrome toner	<input checked="" type="checkbox"/>	None				
3	Average monthly copy volume	50,001 copies and over	<input checked="" type="checkbox"/>	None				
4	Manufacturer's recommended monthly copy volume (No. of copies)	Maximum of 660,000 per Month		None				
5	Copy speed	73 copies per minute	<input checked="" type="checkbox"/>	None				
6	RADF speed	Minimum 73 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds Spec - DSDF is Std / 240IPM Duplex - 120 IPM Simplex)				
7	Warm-up time	Maximum 180 Seconds	<input checked="" type="checkbox"/>	None (Exceeds @ 24 seconds)				
8	Automatic Duplexing	1:2, 2:2, 2:1	<input checked="" type="checkbox"/>	None				
9	Finisher (Sheet capacity)	3,250 - Sheet	<input checked="" type="checkbox"/>	None				
10	Stapler (Sheet Capacity)	50-Sheet	<input checked="" type="checkbox"/>	None				
11	Hole Punch	2/3 Hole	<input checked="" type="checkbox"/>	None				
11	Paper system	*Front load drawers *Auto Tray Switching *Minimum On Line 50-sheet bypass tray *Minimum 100 sheet RADF	<input checked="" type="checkbox"/>	None (Exceeds on 300-Dheet DSDF in place of RADF)				
12	Paper Weights (Range in lbs.)	16 to 34 lbs.	<input checked="" type="checkbox"/>	None (Exceeds @ 16 - 140 LBS)				
13	On line paper drawers capable of the given configuration:	4 x 500: Letter, Legal, Ledger; 1 x 3,500 Letter	<input checked="" type="checkbox"/>	None (2,500-Sheet LCT w/ Trandem Drawer Yields 5,900 Sheet Capacity vs 5,500)				
14	First copy speed	3.9 seconds	<input checked="" type="checkbox"/>	None				
15	Minimum original size	5 1/2" x 8 1/2"	<input checked="" type="checkbox"/>	None				
16	Maximum original size	11" x 17"	<input checked="" type="checkbox"/>	None				
17	Magnification	Zoom 25% to 400% (9 preset & 1% increments)	<input checked="" type="checkbox"/>	None				
18	Energy Saver Mode	Standard	<input checked="" type="checkbox"/>	None				
19	Specify Electrical Requirements:	<input type="checkbox"/> 15 Amp	<input checked="" type="checkbox"/>	None				
20a	Account Control- Number of users available:	10,000	<input checked="" type="checkbox"/>	None				
20b	Number of Departments:	1,000	<input checked="" type="checkbox"/>	None				
21	Copier cabinet	Required	<input checked="" type="checkbox"/>	None (Incorporated in mainframe)				
22	Copier Dimensions Closed (Inches)		Width ("):	76.2	Depth ("):	28	Height ("):	48
23	Copier Dimensions with Access Panels Opened (Inches)		Width ("):	84	Depth ("):	46	Height ("):	70
Networking and Scanning Included								
24	<b>Make and Model of MFD Segment F, Mono</b>	Toshiba es7518A w/ LCT						
25	<b>Cost-Per-Copy (\$)</b>	\$ 0.012400						

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**BID SHEET 6: MFD Segment F - Mono**

**List Copier Options and Part Numbers** (use additional sheets if needed)

		Monthly Charge (\$)
26	SADDLESTITCH FINISHER MJ1112B	\$ 12.00
27	FAX/2ND FAX LINE GD1370	\$ 8.00
28		
29		
30		
31		
32		

**Networking Options and Part Numbers** (use additional sheets if needed)

		Monthly Charge (\$)
33	Networking and Scanning	Included
34	Wireless Bluetooth Accy GN4030	\$ 5.00
35		
36		
37		
38	*Option of extending current device at a discount	

39	Service provided 24/7 (incl. Service Option)	Monthly Charge (\$) \$15.00
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**Hard Drive Protection**

40	Security Kit installed on the copier	\$0 - Standard Feature
41	Hard Drive Replacement - (one-time cost)	Monthly Charge (\$) \$1.00

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**COUNTY OF SAN MATEO**  
**Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono**

**BID SHEET 7: MFD Segment A - Color and Mono**

Instructions: Enter your bid information in the gray-shaded areas. Do not make changes to the form.

Line #	Category	Requirements	Comply (☑)	Describe Any Exceptions				
1	Type: Desktop	Stationary platen	<input checked="" type="checkbox"/>	None				
2	Toning Systems	Dry dual component toner	<input checked="" type="checkbox"/>	None				
3	Average monthly copy volume	1 - 1,500 copies	<input checked="" type="checkbox"/>	None				
4	Manufacturer's recommended monthly copy volume (No. of copies)	1500-8500		None				
5	Copy speed	20 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds @ 35 CPM)				
6	RADF speed	Minimum 20 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds @ 50 CPM)				
7	Warm up time	30 seconds	<input checked="" type="checkbox"/>	None				
8	Automatic Duplexing	1:2, 2:2, 2:1	<input checked="" type="checkbox"/>	None				
9	Paper system	*Front load drawer *Minimum On Line 50 sheet bypass *Minimum 50 sheet RADF	<input checked="" type="checkbox"/>	None				
10	Paper Weights (Range in lbs.)	16 to 24 lbs.	<input checked="" type="checkbox"/>	None				
11	On line paper drawer	1 x 250 letter	<input checked="" type="checkbox"/>	None				
12	First copy speed	8 seconds	<input checked="" type="checkbox"/>	None				
13	Minimum original size	5 1/2" x 8 1/2"	<input checked="" type="checkbox"/>	None				
14	Maximum original size	8 1/2" x 14"	<input checked="" type="checkbox"/>	None				
15	Magnification	Zoom 25% to 400% (3 preset & 1% increments)	<input checked="" type="checkbox"/>	None				
16	Energy Saver Mode	Standard	<input checked="" type="checkbox"/>	None				
17	Specify Electrical Requirements:	<input checked="" type="radio"/> 15 Amp <input type="radio"/> 20 Amp	<input checked="" type="checkbox"/>	None				
18	Copier cabinet	Optional	<input checked="" type="checkbox"/>	None				
19	Copier Dimensions Closed (Inches)		Width ("):	17.4	Depth ("):	23.1	Height ("):	18.2
20	Copier Dimensions with Access Panels Opened (Inches)		Width ("):	34	Depth ("):	34	Height ("):	26
Networking and Scanning Included								
21	<b>Make and Model of MFD Segment A, Color and Mono</b>		Lexmark XC2235					
22	<b>Cost-Per-Copy Mono (\$)</b>		\$	0.018900				
23	<b>Cost-Per-Copy Color (\$)</b>		\$	0.037500				
<b>List Copier Options and Part Numbers (use additional sheets if needed)</b>								
24	ADJUSTABLE STAND		\$7.00					
25	550 SHEET PAPER DRAWER W/100 SHEET BYPASS -		\$5.00					
26	FAX (Standard Feature)		\$0.00					
27								
28								
29								
30	<b>*Option of extending current device at a discount</b>							

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**COUNTY OF SAN MATEO**

**Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono**

**BID SHEET 7: MFD Segment A - Color and Mono**

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<b>Networking Options and Part Numbers</b> (use additional sheets if needed)		<b>Monthly Charge (\$)</b>
31	<b>Networking and Scanning</b>	Included
32		\$
33		\$
34		\$
35		\$
36		\$
<b>Extended Service Option</b>		<b>Monthly Charge (\$)</b>
37	Service provided 24/7 including holidays	\$150 per hour / 2-H
<b>Hard Drive Protection</b>		<b>Monthly Charge (\$)</b>
38	Security Kit installed on the copier	\$0 - Standard Featu
39	Hard Drive Replacement - (one-time cost)	\$ 195.00

**COUNTY OF SAN MATEO**  
**Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono**

**BID SHEET 8: MFD Segment B - Color and Mono**

Instructions: Enter your bid information in the gray-shaded areas. Do not make changes to the form.

Line #	Category	Requirements	Comply (☑)	Describe Any Exceptions				
1	Type: Console	Stationary platen	<input checked="" type="checkbox"/>	None				
2	Toning Systems	Dry dual component toner	<input checked="" type="checkbox"/>	None				
3	Average monthly copy volume	1,501 - 4,000 copies	<input checked="" type="checkbox"/>	None				
4	Manufacturer's recommended monthly copy volume (No. of copies)	Maximum of 84,000 per Month		None				
5	Copy speed	25 copies per minute	<input checked="" type="checkbox"/>	None				
6	RADF speed	Minimum 25 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds @ 50 CPM)				
7	Warm-up time	60 seconds	<input checked="" type="checkbox"/>	None (Exceeds @ 21 seconds)				
8	Automatic Duplexing	1:2, 2:2, 2:1	<input checked="" type="checkbox"/>	None				
9	Finisher (Sheet capacity)	500-Sheet	<input checked="" type="checkbox"/>	None				
10	Stapler (Sheet Capacity)	50-Sheet	<input checked="" type="checkbox"/>	None				
11	Paper system	*Front load drawers *Auto Tray Switching *Minimum On Line 50 sheet bypass *Minimum 50 sheet RADF	<input checked="" type="checkbox"/>	None (RADF Exceeds @ 100-Sheets)				
12	Paper Weights (Range in lbs.)	16 to 34 lbs.	<input checked="" type="checkbox"/>	None				
13	On line paper drawers capable of the given configuration:	1 x 500, Letter (8 1/2" x 11") 1 x 500, Legal (11" x 14")	<input checked="" type="checkbox"/>	None				
14	First copy speed	5 seconds	<input checked="" type="checkbox"/>	7.1 Seconds				
15	Minimum original size	5 1/2" x 8 1/2"	<input checked="" type="checkbox"/>	None				
16	Maximum original size	11" x 17"	<input checked="" type="checkbox"/>	None				
17	Magnification	Zoom 25% to 400% (9 preset & 1% increments)	<input checked="" type="checkbox"/>	None				
18	Energy Saver Mode	Standard	<input checked="" type="checkbox"/>	None				
19	Specify Electrical Requirements:	<input checked="" type="radio"/> 15 Amp	<input checked="" type="checkbox"/>	None				
20a	Account Control- Number of users available:	10,000	<input checked="" type="checkbox"/>	None				
20b	Number of Departments:	1,000	<input checked="" type="checkbox"/>	None				
21	Copier cabinet	Required	<input checked="" type="checkbox"/>	None				
22	Copier Dimensions Closed (Inches)		Width ("):	26	Depth ("):	23	Height ("):	46.5
23	Copier Dimensions with Access Panels Opened (Inches)		Width ("):	38	Depth ("):	43.6	Height ("):	60
Networking and Scanning Included								
24	<b>Make and Model of MFD Segment B, Color and Mono</b>		Toshiba es2520AC					
25	<b>Cost-Per-Copy Mono (\$)</b>		\$ 0.018900					
26	<b>Cost-Per-Copy Color (\$)</b>		\$ 0.037500					

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**COUNTY OF SAN MATEO**  
 Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono  
**BID SHEET 8: MFD Segment B - Color and Mono**

<b>List Copier Options and Part Numbers</b> (use additional sheets if needed)		<b>Monthly Charge (\$)</b>
27	300 SHEET DUAL SCANNER (DUPLEX 240SPM) MR4010	\$ 9.00
28	4-550 SHEET PAPER DRAWERS KD1075/MY1052	\$ 13.00
29	CONSOLE FINISHER MJ1113 (2,250 SHEETS / 65-Sheet Stapler)	\$ 5.00
30	SADDLESTITCH FINISHER MJ1112B	\$ 20.00
31	HOLE PUNCH MJ6011/MJ6107N	\$ 5.00
32	FAX/2ND FAX LINE GD1370	\$ 8.00
33	*Option of extending current device at a discount	

<b>Networking Options and Part Numbers</b> (use additional sheets if needed)		<b>Monthly Charge (\$)</b>
34	Networking and Scanning	Included
35	Wireless Bluetooth Accy GN4030	\$ 5.00
36		
37		
38		
39		

<b>Extended Service Option</b>		<b>Monthly Charge (\$)</b>
40	Service provided 24/7 including holidays	\$150 per hour / 2

<b>Hard Drive Protection</b>		<b>Monthly Charge (\$)</b>
41	Security Kit installed on the copier	\$0 - Standard Fea
42	Hard Drive Replacement - (one-time cost)	\$ 195.00

COUNTY OF SAN MATEO  
Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono

**BID SHEET 9: MFD Segment C - Color and Mono**

Instructions: Enter your bid information in the gray-shaded areas. Do not make changes to the form.

Line #	Category	Requirements	Comply (☑)	Describe Any Exceptions				
1	Type: Console	Stationary platen	<input checked="" type="checkbox"/>	None				
2	Toning Systems	Dry dual component toner	<input checked="" type="checkbox"/>	None				
3	Average monthly copy volume	4,001 - 8,000 copies	<input checked="" type="checkbox"/>	None				
4	Manufacturer's recommended monthly copy volume (No. of copies)	Maximum of 210,000 per Month		None				
5	Copy speed	35 copies per minute	<input checked="" type="checkbox"/>	None				
6	RADF speed	Minimum 35 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds @ 50 CPM)				
7	Warm-up time	Maximum 120 Seconds	<input checked="" type="checkbox"/>	None (Exceeds @ 21 seconds)				
8	Automatic Duplexing	1:2, 2:2, 2:1	<input checked="" type="checkbox"/>	None				
9	Finisher (Sheet capacity)	600-Sheet	<input checked="" type="checkbox"/>	None				
10	Stapler (Sheet Capacity)	50-Sheet	<input checked="" type="checkbox"/>	None				
11	Paper system	*Front load drawers *Auto Tray Switching *Minimum On Line 50 sheet bypass *Minimum 50 sheet RADF	<input checked="" type="checkbox"/>	None (RADF Exceeds @ 100-Sheets)				
12	Paper Weights (Range in lbs.)	16 to 34 lbs.	<input checked="" type="checkbox"/>	None				
13	On line paper drawers capable of the given configuration:	1 x 500, Letter (8 1/2" x 11") 1 x 500, Legal (11" x 14")	<input checked="" type="checkbox"/>	None				
14	First copy speed	5 seconds	<input checked="" type="checkbox"/>	5.5 Seconds				
15	Minimum original size	5 1/2" x 8 1/2"	<input checked="" type="checkbox"/>	None				
16	Maximum original size	11" x 17"	<input checked="" type="checkbox"/>	None				
17	Magnification	Zoom 25% to 400% (9 preset & 1% increments)	<input checked="" type="checkbox"/>	None				
18	Energy Saver Mode	Standard	<input checked="" type="checkbox"/>	None				
19	Specify Electrical Requirements:	15 Amp	<input checked="" type="checkbox"/>	None				
20a	Account Control- Number of users available:	10,000	<input checked="" type="checkbox"/>	None				
20b	Number of Departments:	1,000	<input checked="" type="checkbox"/>	None				
21	Copier cabinet	Required	<input checked="" type="checkbox"/>	None				
22	Copier Dimensions Closed (Inches)		Width ("):	23	Depth ("):	25.2	Height ("):	46
23	Copier Dimensions with Access Panels Opened (Inches)		Width ("):	34	Depth ("):	43.8	Height ("):	60
24	<b>Make and Model of MFD Segment C, Color and Mono</b>		Toshiba es3525AC					
25	<b>Cost-Per-Copy Mono(\$)</b>		\$ 0.018900					
26	<b>Cost-Per-Copy Color (\$)</b>		\$ 0.037500					

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COUNTY OF SAN MATEO  
 Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono  
**BID SHEET 9: MFD Segment C - Color and Mono**

<b>List Copier Options and Part Numbers</b> (use additional sheets if needed)		<b>Monthly Charge (\$)</b>
27	300 SHEET DUAL SCANNER (DUPLIX 240SPM) MR4010	\$ 9.00
28	4-550 SHEET PAPER DRAWERS KD1075/MY1052	\$ 13.00
29	CONSOLE FINISHER MJ1113 (2,250 SHEETS / 65-Sheet Stapler)	\$ 5.00
30	SADDLESTITCH FINISHER MJ1112B	\$ 20.00
31	HOLE PUNCH MJ6011/MJ6107N	\$ 5.00
32	FAX/2ND FAX LINE GD1370	\$ 8.00
33	*Option of extending current device at a discount	

<b>Networking Options and Part Numbers</b> (use additional sheets if needed)		<b>Monthly Charge (\$)</b>
34	Networking and Scanning	Included
35	Wireless Bluetooth Accy GN4030	\$ 5.00
36		
37		
38		
39		

<b>Extended Service Option</b>		<b>Monthly Charge (\$)</b>
40	Service provided 24/7 including holidays	\$150 per hour / 2

<b>Hard Drive Protection</b>		<b>Monthly Charge (\$)</b>
41	Security Kit installed on the copier	\$0 - Standard Fea
42	Hard Drive Replacement - (one-time cost)	\$ 195.00

**COUNTY OF SAN MATEO**  
**Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono**

**BID SHEET 10: MFD Segment D - Color and Mono**

Instructions: Enter your bid information in the gray-shaded areas. Do not make changes to the form.

Line #	Category	Requirements	Comply (☑)	Describe Any Exceptions				
1	Type: Console	Stationary platen	<input checked="" type="checkbox"/>	None				
2	Toning Systems	Dry dual component toner	<input checked="" type="checkbox"/>	None				
3	Average monthly copy volume	8,001 - 20,000 copies	<input checked="" type="checkbox"/>	None				
4	Manufacturer's recommended monthly copy volume (No. of copies)	Maximum of 210,000 per Month	<input type="checkbox"/>	None				
5	Copy speed	45 copies per minute	<input checked="" type="checkbox"/>	None				
6	RADF speed	Minimum 45 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds @ 50 CPM)				
7	Warm-up time	Maximum 180 Seconds	<input checked="" type="checkbox"/>	None (Exceeds @ 21 seconds)				
8	Automatic Duplexing	1:2, 2:2, 2:1	<input checked="" type="checkbox"/>	None				
9	Finisher (Sheet capacity)	600-Sheet	<input checked="" type="checkbox"/>	None				
10	Stapler (Sheet Capacity)	50-Sheet	<input checked="" type="checkbox"/>	None				
11	Hole Punch	2/3 Hole	<input checked="" type="checkbox"/>	None				
11	Paper system	*Front load drawers *Auto Tray Switching *Minimum On Line 50-sheet bypass tray *Minimum 50 sheet RADF	<input checked="" type="checkbox"/>	None (RADF Exceeds @ 100-Sheets)				
12	Paper Weights (Range in lbs.)	16 to 34 lbs.	<input checked="" type="checkbox"/>	None				
13	On line paper drawers capable of the given configuration:	1 x 500, Letter (8 1/2" x 11") 1 x 500, Legal (11" x 14")	<input checked="" type="checkbox"/>	None				
14	First copy speed	4.1 seconds	<input checked="" type="checkbox"/>	None				
15	Minimum original size	5 1/2" x 8 1/2"	<input checked="" type="checkbox"/>	None				
16	Maximum original size	11" x 17"	<input checked="" type="checkbox"/>	None				
17	Magnification	Zoom 25% to 400% (9 preset & 1% increments)	<input checked="" type="checkbox"/>	None				
18	Energy Saver Mode	Standard	<input checked="" type="checkbox"/>	None				
19	Specify Electrical Requirements:	<input checked="" type="checkbox"/> 15 Amp	<input checked="" type="checkbox"/>	None				
20a	Account Control- Number of users available:	10,000	<input checked="" type="checkbox"/>	None				
20b	Number of Departments:	1,000	<input checked="" type="checkbox"/>	None				
21	Copier cabinet	Required	<input checked="" type="checkbox"/>	None				
22	Copier Dimensions Closed (Inches)		Width ("):	23	Depth ("):	25.2	Height ("):	46
23	Copier Dimensions with Access Panels Opened (Inches)		Width ("):	34	Depth ("):	43.8	Height ("):	60
Networking and Scanning Included								
24	<b>Make and Model of MFD Segment D, Color and Mono</b>		Toshiba es4525AC					
25	<b>Cost-Per-Copy Mono (\$)</b>		\$ 0.018900					
26	<b>Cost-Per-Copy Color (\$)</b>		\$ 0.037500					

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COUNTY OF SAN MATEO  
 Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono  
**BID SHEET 10: MFD Segment D - Color and Mono**

<b>List Copier Options and Part Numbers</b> (use additional sheets if needed)		<b>Monthly Charge (\$)</b>
27	300 SHEET DUAL SCANNER (DUPLIX 240SPM) MR4010	\$ 9.00
28	4-550 SHEET PAPER DRAWERS KD1075/MY1052	\$ 13.00
29	CONSOLE FINISHER MJ1113 (2,250 SHEETS / 65-Sheet Stapler)	\$ 5.00
30	SADDLESTITCH FINISHER MJ1112B	\$ 20.00
31	HOLE PUNCH MJ6011/MJ6107N	\$ 5.00
32	FAX/2ND FAX LINE GD1370	\$ 8.00
33	*Option of extending current device at a discount	

<b>Networking Options and Part Numbers</b> (use additional sheets if needed)		<b>Monthly Charge (\$)</b>
34	Networking and Scanning	Included
35	Wireless Bluetooth Accy GN4030	\$ 5.00
36		
37		
38		
39		

<b>Extended Service Option</b>		<b>Monthly Charge (\$)</b>
40	Service provided 24/7 including holidays	\$150 per hour / 2


<b>Hard Drive Protection</b>		<b>Monthly Charge (\$)</b>
41	Security Kit installed on the copier	\$0 - Standard Fea
42	Hard Drive Replacement - (one-time cost)	\$ 195.00

COUNTY OF SAN MATEO

Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono

**BID SHEET 11: MFD Segment E - Color and Mono**

Instructions: Enter your bid information in the gray-shaded areas. Do not make changes to the form.

Line #	Category	Requirements	Comply (☑)	Describe Any Exceptions				
1	Type: Console	Stationary platen	<input checked="" type="checkbox"/>	None				
2	Toning Systems	Dry dual component toner	<input checked="" type="checkbox"/>	None				
3	Average monthly copy volume	20,001 - 50,000 copies	<input checked="" type="checkbox"/>	None				
4	Manufacturer's recommended monthly copy volume (No. of copies)	Maximum of 210,000 per Month		None				
5	Copy speed	60 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds @ 65 CPM)				
6	RADF speed	Minimum 60 copies per minute	<input checked="" type="checkbox"/>	None (Exceeds Spec - DSDF is Std / 240IPM Duplex - 120 IPM Simplex)				
7	Warm-up time	Maximum 180 Seconds	<input checked="" type="checkbox"/>	None (Exceeds @ 20 seconds)				
8	Automatic Duplexing	1:2, 2:2, 2:1	<input checked="" type="checkbox"/>	None				
9	Finisher (Sheet capacity)	3,250-Sheets	<input checked="" type="checkbox"/>	None				
10	Stapler (Sheet Capacity)	50-Sheet	<input checked="" type="checkbox"/>	None				
11	Hole Punch	2/3 Hole	<input checked="" type="checkbox"/>	None				
11	Paper system	*Front load drawers *Auto Tray Switching *Minimum On Line 50-sheet bypass tray *Minimum 100 sheet RADF	<input checked="" type="checkbox"/>	None (Exceeds on 300-Dheet DSDF in place of RADF)				
12	Paper Weights (Range in lbs.)	16 to 34 lbs.	<input checked="" type="checkbox"/>	None (Exceeds @ 16 - 140 LBS)				
13	On line paper drawers capable of the given configuration:	4 x 500: Letter, Legal, Ledger; 1 x 3,500 Letter	<input checked="" type="checkbox"/>	None (2,500-Sheet LCT w/ Trandem Drawer Yields 5,900 Sheet Capacity vs 5,500)				
14	First copy speed	4.1 seconds	<input checked="" type="checkbox"/>	4.5 Seconds				
15	Minimum original size	5 1/2" x 8 1/2"	<input checked="" type="checkbox"/>	None				
16	Maximum original size	11" x 17"	<input checked="" type="checkbox"/>	None				
17	Magnification	Zoom 25% to 400% (9 preset & 1% increments)	<input checked="" type="checkbox"/>	None				
18	Energy Saver Mode	Standard	<input checked="" type="checkbox"/>	None				
19	Specify Electrical Requirements:	 15 Amp	<input checked="" type="checkbox"/>	None				
20a	Account Control- Number of users available:	10,000	<input checked="" type="checkbox"/>	None				
20b	Number of Departments:	1,000	<input checked="" type="checkbox"/>	None				
21	Copier cabinet	Required	<input checked="" type="checkbox"/>	None (Incorporated in mainframe)				
22	Copier Dimensions Closed (Inches)		Width ("):	76.2	Depth ("):	28	Height ("):	48
23	Copier Dimensions with Access Panels Opened (Inches)		Width ("):	81	Depth ("):	46	Height ("):	70
Networking and Scanning Included								
24	<b>Make and Model of MFD Segment E, Color and Mono</b>	Toshiba es6516ACT w/ LCT						
25	<b>Cost-Per-Copy Mono (\$)</b>	\$ 0.018900						
26	<b>Cost-Per-Copy Color (\$)</b>	\$ 0.037500						

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**COUNTY OF SAN MATEO**  
 Master Contract for Multi-Function Devices (MFD) Mono and Color/Mono  
**BID SHEET 11: MFD Segment E - Color and Mono**

<b>List Copier Options and Part Numbers</b> (use additional sheets if needed)		<b>Monthly Charge (\$)</b>
27	SADDLESTITCH FINISHER MJ1112B	\$ 12.00
28	FAX/2ND FAX LINE GD1370	\$ 8.00
29		
30		
31		
32		
33	<b>*Option of extending current device at a discount</b>	

<b>Networking Options and Part Numbers</b> (use additional sheets if needed)		<b>Monthly Charge (\$)</b>
34	<b>Networking and Scanning</b>	Included
35	Wireless Bluetooth Accy GN4030	\$ 5.00
36		
37		
38		
39		

<b>Extended Service Option</b>		<b>Monthly Charge (\$)</b>
40	Service provided 24/7 including holidays	\$150 per hour / 2

<b>Hard Drive Protection</b>		<b>Monthly Charge (\$)</b>
41	Security Kit installed on the copier	\$0 - Standard Fea
42	Hard Drive Replacement - (one-time cost)	\$ 195.00

**Attachment H**  
**Health Insurance Portability and Accountability Act (HIPAA)**  
**Business Associate Requirements**

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**DEFINITIONS**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "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.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is 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 in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

#### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.



## OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

## PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

## DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

## MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.