AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND OFFICE DEPOT, INC.

This Agreement effective	("Effective Date"), by and between the County of San
Mateo, a political subdivision of the state of California	a, hereinafter called "County," and Office Depot, 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

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

1. a. Services:

In consideration of County entering into this Agreement, Contractor agrees to provide services, directly or indirectly through its service partners, as set forth in **Exhibit A: Service Level Agreement** attached hereto (**"SLA"**). The services include: inspection, printer adjustments, software programs, and labor for parts replacement required for the proper operation for all equipment covered by this Agreement (**"Services"**). Each item of equipment covered under this Agreement, its serial number and its applicable service level, and if applicable, ancillary software applications, is set forth in **Exhibit B: Pricing and Equipment Covered** attached hereto (collectively, **"Equipment"**). County shall give Contractor thirty (30) days prior written notice before removing or adding a piece of Equipment, except to the extent a printer is removed due to failure. Contractor may add or remove Equipment or change the "Program Type" at any time. Notwithstanding anything contained herein, paper and staples are not included in the Services provided under this Agreement and must be purchased separately by County.

- **b.** <u>Program Type</u>: "Program Types" are defined by the alert and response mechanisms, fulfillment responsibilities and general deliverables for covered items of equipment ("**Devices**").
 - i. COST-PER-PAGE DEVICES: Cost-Per-Page ("CPP") Devices are invoiced at a rate inclusive of all parts, toner and labor.
 - II. TONER ONLY DEVICES: Toner Only Devices are invoiced at a rate that includes only toner cartridges.
 - III. MAINTENANCE ONLY DEVICES: Maintenance Only Devices are invoiced at rates inclusive of labor and parts (excluding "Consumable Supplies") associated with the service event
 - iv. MONITOR-METER DEVICES: Services are limited to meter reads and alerts on listed Monitor-Meter Devices. Devices must be certified in the system to receive communications.
 - v. TIME AND MATERIALS DEVICES: Time and Material Devices are invoiced per incident at current rates for time and material. "Consumable Supplies" fulfillment not included.
 - vi. NOT-ON-CONTRACT DEVICES: Not-On-Contract ("NOC") Devices reside on the network and report to the system but are not covered by the terms of the Agreement. Contractor has no responsibility to provide services for NOC Devices. Contractor reserves the right to add NOC Devices to the contract when like Devices are currently covered by the Agreement, the result of which may trigger other terms and conditions of this Agreement.

2. Exhibits and Attachments

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

3. 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 Exhibits A and B.

4. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits A and B, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County agrees to follow the Escalation Management protocol in Exhibit A; in the event that such protocol fails, 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 Nine Hundred Thousand dollars (\$900,000.00). 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. Invoices are due thirty (30) days from the date of invoice. County's credit limit shall be established by Contractor, who with at least thirty (30) days' notice to County, reserves the right to lower County's credit limit or refuse to ship any orders if at any time: (a) County is delinquent in making payments to Contractor or is otherwise in breach of this Agreement; or (b) County's credit standing becomes impaired or reasonably unsatisfactory to Contractor.

5. Fees

The fees for Services under this Agreement shall be the amount set forth in Exhibit B; County's amount owed will be rounded to the nearest 100 pages. Regardless of the number of pages made in any month, County shall never pay less than the monthly fixed charge. On a quarterly basis, Contractor may review and adjust the base rate and cost per page then in effect. Where applicable, if the number of copies per invoice cycle as set forth in Exhibit B is exceeded, County shall be obligated to pay for all copies in excess of the number of copies per invoice cycle at a rate equal to CPP for overages as set forth in Exhibit B.

6. <u>Term</u>

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 9, 2016 through August 8, 2019 unless terminated earlier according to the terms of this Agreement. Upon the parties' mutual agreement and approval of the Board of Supervisors, if necessary, the Agreement may be extended for two (2) additional one year periods provided that County gives Contractor written notice to extend no later than ninety (90) days before the end of the then current term. This Agreement may be terminated by Contractor or by the County Health Chief or his/her designee, at any time without a requirement of good cause upon thirty (30) days written notice.

7. Advance Inspection

Contractor reserves the right to inspect all Equipment to be covered under this Agreement to determine its mechanical condition. Any Equipment determined by Contractor to be in need of replacement, repair

or maintenance due to a "Pre-existing Mechanical Condition" or as being in a state of disrepair shall be. at Contractor's sole discretion, either i) excluded from the Agreement, or ii) returned to the original manufacturer's specifications at County's sole expense. Equipment with a "Pre-existing Mechanical Condition" shall mean Equipment requiring any service within ten (10) days for networked Devices or thirty (30) days for non-networked Devices of commencement of either i) the "Go Live" period (as defined below), or ii) the Equipment's date of addition to the Agreement. Equipment with a Pre-existing Mechanical Condition is not covered by the terms herein and is specifically excluded from this Agreement. If County elects to remediate a Pre-existing Mechanical Condition, any services or products provided by Contractor shall be invoiced at current rates for Time and Material Devices. In the event an advanced inspection (prior to the Effective Date) of all Equipment does not occur, Contractor shall, upon inspection after the Effective Date, notify County of all Equipment which requires immediate replacement, repair or maintenance. For serviceable alerts, County may, with Contractor approval and at County's sole cost, elect to: a) have such Equipment repaired at Contractor's current Time and Material rates plus parts; b) repair and return such Equipment to manufacturer's specifications independent of this Agreement; c) replace such Equipment with new, functional Devices independent of this Agreement; or d) have such Equipment excluded from the Agreement.

In the event Contractor determines upon inspection that a Device is alerting and has fifteen percent (15%) or less of Consumable Supplies or requires immediate replacement, repair, maintenance, or "Consumable Supplies" replenishment then County shall, at its sole option and cost, elect to: a) have Contractor supply the "Consumable Supplies" at current rates; b) directly source necessary "Consumable Supplies" from a third party independent of this Agreement, or c) exclude some or all of the certain Equipment requiring immediate replacement, repair or maintenance from the Agreement. "Consumable Supplies" shall mean all goods consumed during the print output process, excluding paper and staples. Consumable Supplies consist of toner cartridges, maintenance kits, pick-up rollers, fusers, print heads, drums, image transfer belts, and other related parts.

8. <u>Termination</u>

- a. Availability of Funds. Subject to availability of funding to County, 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 as mutually agreed upon by the parties.
 - 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.
- b. <u>Breach</u>. In the event that either party breaches a material term of this Agreement, including County's obligation to make any payment as and when due to Contractor, and such breach is not cured within thirty (30) days of written notice, then, at any time, in its sole discretion, the non-breaching party may terminate this Agreement upon written notice.
- c. <u>Non-Compliance</u>. If the Services do not comply with the SLA, County shall notify Contractor in writing detailing the specific reasons for such non-compliance. Within ten (10) business days of receipt of such notice, Contractor and County shall have a meeting or conference call to discuss County's concerns and to develop a plan to remedy such non-compliance. After such meeting takes place, Contractor shall have thirty (30)) business

days to modify its Services in order to comply with the SLA ("Remedy Period"). After the Remedy Period, if Contractor is still not in compliance with the SLA, County may terminate this Agreement upon thirty (30) days written notice to Contractor without incurring early termination charges.

- d. <u>Other Default</u>. If either party files a petition for bankruptcy, makes a general assignment for the benefit of creditors, suspends the operations of a substantial portion of its business, or if a receiver is appointed on account of insolvency, then that party shall be considered in default of this Agreement, and the non-defaulting party shall have the right to immediately terminate this Agreement upon prior written notice.
- e. <u>Effect of Termination</u>. Termination of this Agreement shall not relieve, release, modify, discharge or impair in any way County's accounts, debts and obligations owing to Contractor as of the date of such termination. County shall continue to honor its accounts, pay its debts and honor its obligations to Contractor as and when due. The remedies stated in this Section 7 shall be in addition to all other remedies available under applicable law. After the termination date has passed, County has thirty (30) business days to return spare toners, and after that period Contractor has the right to bill the outstanding spare toners to the current list price.

9. <u>Contract Materials</u>

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.

10. Replacement Parts

The internal business process and service commitments shall be set forth in the SLA. County shall provide a secure area at each of its offices for Contractor to maintain an inventory of frequently used parts. Replacement parts shall be replaced on an exchange basis only, and Contractor reserves the right to use new or factory reconditioned parts. Upon termination or expiration, parts that have not been replaced in County's Equipment shall remain the property of Contractor. Further, throughout the term, and upon termination or expiration, used cores from parts and maintenance kits for recycling purposes shall remain the property of Contractor. In the event that County destroys or discards used cores without Contractor's written permission, Contractor shall request in writing that County discontinue the practice. County shall use best efforts to comply with Contractor's request. If practices are not discontinued, County agrees to pay Contractor the fair market value of such used core within thirty (30) days from the date of written notice from Contractor. Notwithstanding anything to the contrary, all parts that are in or are a part of County's Equipment as of the Effective Date of expiration or termination shall remain the property of County.

11. 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.

12. Hold Harmless

a. General Hold Harmless

Contractor agrees to indemnify and defend County and its employees and agents from any and all third-party claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement. Additionally, both County and Contractor agree that in no event shall either party be liable for consequential, special, indirect or incidental damages, including, but not limited to, any damages resulting from loss of use or profits arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if County or Contractor has been advised of the possibility of such damages.

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.

13. Assignability

Neither party may assign this Agreement without the prior written consent of the other party, except that Contractor may assign this Agreement to any of its subsidiaries or affiliates at any time. Any such assignment or subcontract, other than that arranged between Contractor and printer technicians, without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

14. 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 contractual liability included in the commercial general liability policy of Contractor extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Contractor will use reasonable efforts to provide thirty (30) days' notice of a change, cancellation or modification of the policy.

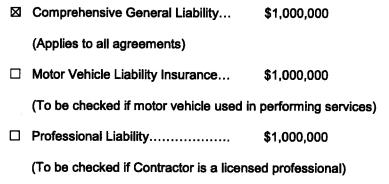
b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation 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:



County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance.

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.

15. <u>Compliance With Laws</u>

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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation 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 as reasonably requested by County and as deemed timely and applicable by both parties.

16. 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. <u>Equal Employment Opportunity</u>

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.

c. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

X	Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
	Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
	Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
	Contractor does not comply with Chapter 2.84, and a waiver must be sought.

d. 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.

e. <u>History of Discrimination</u>

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- X No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

f. Reporting; Violation of Non-discrimination Provisions

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited 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; and/or
- iii. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

17. <u>Compliance with County Employee Jury Service Ordinance</u>

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 if this Agreement's total value listed Section 4, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

18. 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 or after termination of this Agreement and all other pending matters are closed.

- (b) In the case of a County initiated audit, defined as one conducted solely at the County's direction and not at the behest of or related to the investigation of an authorized federal, state, or local agency other than the County having monitoring or review authority over County, County and Contractor agree that all non-confidential and non-proprietary records relating to the subject matter of this Agreement shall be subject to examination and/or audit.
- (c) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- (d) In the event of a County initiated audit, Contractor agrees, that upon reasonable notice, at a mutually agreed upon time and place, but not more often than once per calendar year including three (3) years after termination or expiration of this Agreement, to provide to County access to and the right to examine all non-confidential, non-proprietary 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. In the event that during a County initiated audit an auditor(s) is used, such auditor must be approved by Contractor; such approval shall not be unreasonably withheld. Additionally, auditor(s) must execute a non-disclosure and confidentiality agreement with Contractor, the form of which will be provided by Contractor. Should any audit reveal overcharge or undercharge, Contractor will refund to County the amount of the overcharge, or County will refund to Contractor the amount of any undercharge. The parties shall have the opportunity to dispute the results of any audit. Audits conducted by County, including audits conducted by a third party on behalf of County, will be done at the expense of County.
- (e) In the event that an audit of Contractor is compelled and/or required as part of an investigation by a Federal, State, or local authority other than the County having monitoring or review authority over County, Contractor and County acknowledge and agree that this Agreement and records associated with this Agreement may be subject to review. Contractor and County further acknowledge that County does not exercise control over the selection of an auditor, it shall not be done at the expense of County, nor can County guarantee signature of a non-disclosure or confidentiality agreement by auditor with Contractor. Contractor agrees to reasonably comply with any such audit conducted by a Federal, State, or local authority other than the County having monitoring or review authority over County.

19. 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 the Effective 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.

20. 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.

21. 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 facsimile to the telephone number listed below or 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:

Eric Raffin/Chief Information Officer – Health Administration

Address:

225 37th Avenue, San Mateo, CA 94403

Telephone:

650-573-2022 650-377-1967

Facsimile:

Email:

eraffin@smcgov.org

In the case of Contractor, to:

Name/Title:

David Centrella, Vice President

Address:

Office Depot Inc., 6600 North Military Trail, Boca Raton, FL 33496

Telephone:

(561) 438-3697

Facsimile:

(561) 438-6633

Email:

david.centrella@officedepot.com

With a copy to:

Name/Title:

Office of the General Counsel

Address:

Office Depot Inc., 6600 North Military Trail, Boca Raton, FL 33496

Telephone:

(561) 438-3182

Facsimile:

(561) 438-8514

Email:

tuula.blackmon@officedepot.com

Electronic Signature

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: X If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: X If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement

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

COUNTY OF SAN MATEO

Rv.	•
υy	•

Name:

Title: President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

OFFICE DEPOT, INC.

By: On Contact

Name: DAVID Centrella

Title: SUP CONTract SALES

Date: 7/11/20/6

(April 1, 2015 CCC issued contract template version)



EXHIBIT A:

SERVICE LEVEL AGREEMENT ("SLA")

SERVICES SUMMARY:

- I. PROJECT MANAGEMENT
- ii. INSTALLATION & CONFIGURATION
- III. MOVE, ADD, CHANGE ("M/A/C") PROCESS
- IV. SUPPORT SERVICES
- V. SUPPLIES REPLENISHMENT
- VI. TRACKING & REPORTING
- I. PROJECT MANAGEMENT. For purposes of initial program deployment, Contractor shall provide to County a dedicated Project Manager to coordinate the initial implementation of the MPS Program at all designated County locations governed by the Agreement. Excluding holidays, the Project Manager
 - Develop a deployment plan for the delivery and installation of all Products and Software required to implement the MPS Program;
 - Establish regular communication protocols, and proactively provide County with status updates on the deployment schedule through the completion of implementation:
 - Manage equipment installation activities, and manage communication with installation engineers and technicians;
 - Set escalation procedures and provide escalation management for any question or issue that may arise during the implementation of the MPS Program;
 - Act as a single point of contact for the County during the deployment; and
 - Assist in transitioning ongoing account support to Account Services Manager at the completion of implementation.
- II. INSTALLATION & CONFIGURATION. Installation & Configuration will be performed by ISD department. This includes Network and Local printers.

County Responsibilities:

 County shall provide clear and safe working location in the location where the equipment will be installed

Limitations:

- Contractor is not liable for County's data. County must ensure that a full back-up is performed prior to the technician arriving to perform service. Should a loss of data occur the County shall be responsible for recovery and restoration of any lost County data;
- Services outside the scope defined shall incur additional charges. Charges shall be determined based on the additional scope of work County is requesting. County purchase orders shall be required prior to delivery of additional services;
- If technician arrives on-site and cannot perform service, based on cancellation by County
 or through no fault of the technician, a fee up to One Hundred Dollars (\$100.00) shall be
 charged;

- Work shall be performed Monday through Friday 8:00 a.m. 5:00 p.m. local time, excluding local holidays; and
- Services outside the scope defined in this SLA shall incur additional charges. Charges shall be determined based on the scope of additional work requested.

Any activity not explicitly addressed in this section shall be deemed out-of-scope for the Installation & Configuration of the MPS Program. Contractor and County shall work together to resolve any out-of-scope items at such time they arise and are deemed necessary for the successful implementation of the MPS Program.

- III. MOVE, ADD, CHANGE ("M/A/C") PROCESS. The following process outlines the primary requirements related to any printers that are Moved, Added or Changed ("M/A/C") throughout the term in the County's environment. This process includes any Devices that are used as swaps, replacements, new orders, or end-of-life Devices. At times, end-users may be required to provide cost center and toner delivery routing information for the automated system to function accordingly. County shall provide shipping information as requested. County may temporarily change their shipping information using the "County Portal" if ordering Consumable Supplies manually or requesting service. For permanent changes, County shall provide Contractor with updated information. Shipments of Consumable Supplies may be held until an address change is validated. Shipping may be delayed when an address is changed in the County Portal.
- V. SUPPORT SERVICES. "Support Services" shall include correcting malfunctions, effecting necessary repairs, and performing such lubrications, adjustments, and replacement of defective parts to return a Device to proper operating condition. Support Services also include Consumable Supplies within a Device for which the OEM has determined fail within a pre-determined number of uses or over a pre-determined period of time.
 - a. Initiation of Service. Authorized County personnel may initiate the support service process via the Service Web portals or alternatively by contacting the Help Desk at 1-855-OD-GO-MPS, option 2 (Barrister) or option 3 (Xerox). Preferred method of support service request is via the Service Web portals. Requests received by telephone may result in delayed response. Service response times for requests submitted outside the defined process shall vary.
 - b. Diagnosis & Remote Resolution. Contractor shall contact County by telephone within four (4) hours from the time the initial service request is received and logged with Contractor. Contractor shall attempt to remotely diagnose and isolate the hardware problem using remote diagnostic and support Tools ("Remote Resolution"). Contractor retains the right to determine the final resolution of all reported problems. Contractor shall target a fifteen percent (15%) Remote Resolution rate for all service calls received, but this rate may vary significantly based on County's specific environment.
 - c. On-Site Technical Support. For technical hardware issues that, in Contractor's judgment, cannot be resolved remotely or for technical issues related to Tools used by Contractor to manage the MPS Program, Contractor shall provide certified on-site technical support for all Devices and software applications covered by the Agreement. Contractor may, at its sole discretion, elect to replace hardware in lieu of repair. Replacement hardware shall be new or equivalent to new in performance, and shall be the property of Contractor. Installation of any new hardware shall follow the process defined in Section II in this SLA.

- **d. Service Dispatch.** If Remote Resolution is not possible, Contractor shall dispatch a certified service technician to be on-site at County's premises no later than the next business day.
- e. Parts and Preventative Maintenance Kits. Contractor shall provide OEM or OEM equivalent parts and maintenance kits (where applicable) to maintain the covered hardware in operating condition based on manufacturer's specifications. Replacement parts are new or equivalent to new in performance, and shall become the property of Contractor upon their installation.
- f. On-Site Response Time. On-site response time specifies the period of time that begins when the initial service request is received and logged with Contractor and ends when the Contractor authorized representative arrives at the County's site. Response times are subject to local availability and are separated into the two primary tiers defined below:
 - (i) Standard Service Hours for Onsite Service. Contractor technicians are available to make onsite service calls between the hours of 8:00 a.m. to 5 p.m. local time, Monday through Friday, excluding Federal Holidays, Alaska and Hawaii. Local time is deemed to be the time at the actual location of the Device that needs service. Service at times other than established service hours may be furnished on an as available basis at published rates then in effect.
 - (ii) First Trip Success Target/Repair Time Target. Contractor endeavors to complete Support Services during the technician's first trip to the County's premises. Regardless, Contractor shall satisfactorily complete Support Services within seventy-two (72) hours of a technician arriving on-site of County.
- g. Work to Completion; Escalation Management. Once a Contractor authorized representative arrives at the County's site, the representative shall continue to deliver the service (either on site or remotely) until the products are operational or as long as reasonable progress is being made ("Work to Completion"). Work to Completion is contingent upon parts availability, and may be temporarily suspended if additional parts or resources are required, and shall resume when they become available. Contractor shall escalate all issues in a timely manner and work closely with the hardware manufacturers in the event that a service call cannot be resolved by Contractor authorized personnel ("Escalation Management"). In the event Contractor is unable to provide Support Services to County's reasonable satisfaction within ten (10) business days from initiation of service, Contractor shall propose a viable solution for the County to consider.
- h. Service Maintenance SLA Performance Metrics. The Service Maintenance SLA Performance Metrics stated below are conditioned upon the County's initiation of service by means of Contractor's dedicated toll-free service number as set forth in Section IV.a of this SLA. If the County does not initiate service in accordance with Section IV.a of this SLA, then the first visit by a technician shall be considered a "Diagnostic Service Call." Contractor shall bill any Diagnostic Service Call at current time and materials rates, subject to a one (1) hour minimum. Travel time shall be billed at Fifty-Nine Dollars (\$59.00) per

service ticket. Additionally, Diagnostic Service Calls shall not count towards Service Maintenance SLA Performance Metrics defined below:

- Contractor shall meet its Diagnosis & Remote Resolution Target with respect to no less than ninety-eight percent (98%) of all service requests;
- Contractor shall meets its Dispatch Target with respect to no less than ninety-five percent (95%) of all service requests;
- Contractor shall meet its Repair Time Target for no less than ninety-five percent (90%)
 of all service requests; and
- Contractor shall meet its First-Trip Success Target for no less than seventy-five percent (75%) of its service requests.
- i. Out-of-Scope Services. County may request that Contractor perform Support Services on covered Devices outside of the Standard Service Hours ("Premium Service Hours"). Premium Service Hours shall include services performed on week days after 5:00 p.m. local time, on weekends, on holidays, or with an emergency four (4) hour response time. Additionally, County may request that Contractor perform Support Services on covered Devices that are otherwise excluded in Section II.c and Section II.e of this SLA. In such instances, the following rates apply:

1. Covered Support Services

Performed During Premium Service Hours. Support Services performed on covered Devices shall be billed at current hourly rates if performed during Premium Service Hours. Each service trip shall be subject to a two (2) hour minimum. Time after the second hour shall be billed in increments of thirty (30) minutes. Travel time shall be billed at Fifty Nine Dollars (\$59.00) per service ticket. A fee up to One Hundred Dollars (\$100.00) shall be charged for all cancelled service calls.

2. Excluded Support Services

- Performed During Standard Service Hours. Support Services performed on covered Devices that are otherwise excluded under Section II.c and Section II.e of this SLA shall be billed for the cost of materials plus current hourly service rates if performed during Standard Service Hours (8:00 a.m. to 5:00 p.m. local time). Each service trip shall be subject to a two (2) hour minimum. Time after the second hour shall be billed in increments of thirty (30) minutes. Travel time shall be billed at Fifty-Nine Dollars (\$59.00) per service ticket. A fee up to One Hundred Dollars (\$100.00) shall be charged for all cancelled service calls.
- Performed During Premium Service Hours. Support Services performed on covered Devices that are otherwise excluded under Section II.c and Section II.e of this SLA shall be billed for the cost of materials plus hourly service rates for service performed during Premium Service Hours. Each service trip shall be subject to a two (2) hour minimum. Time after the second hour shall be billed in increments of thirty (30) minutes. Travel time shall be billed at Fifty-Nine Dollars (\$59.00) per service ticket. A fee up to One Hundred Dollars (\$100.00) shall be charged for all cancelled service calls.

j. County responsibilities:

- Providing access to all hardware, adequate working space, and access to and use of information, County resources, and facilities;
- Operating the Products in accordance with the product manufacturer's published specifications, including adhering to any maximum usage limits as specified in the operating manual or technical datasheet;
- Allowing Contractor to modify the Products to improve operation, supportability, and reliability, or to meet legal requirements;
- Maintaining a procedure to reconstruct lost or altered County files, data, or programs;
- Providing all information necessary for Contractor to deliver timely and professional remote support and to enable Contractor to determine the level of support eligibility;
- Starting self-tests and installing and running other diagnostic tools and programs where required;
- Installing, in a timely manner, all critical County-installable firmware updates and patches, as well as County-replaceable parts and replacement units delivered to County;
- Providing storage space for loaner Devices for each location where the County requires loaner Devices to be utilized; and
- Other reasonable mutually agreed upon activities to help Contractor identify or resolve problems, as requested by Contractor.
- V. SUPPLIES REPLENISHMENT. All supplies for the Devices governed by this Agreement shall be replenished via the "Monitoring Software" application. The process for supplies replenishment shall be as follows:
 - County initiates a request for supplies using the "Monitoring Software" application for nonnetworked Devices, and auto-replenishment shall be supplied for networked equipment.
 - Contractor shall ship all supplies directly to the County's designated location for each Device defined in Exhibit B. For all supplies ordered Monday through Friday by 1:00 p.m. local time, Contractor shall order supplies for delivery on the next business day. For orders received after 1:00 p.m., supplies shall take an additional business day to arrive.

The County is responsible for placement of the toner and/or County replaceable units into the Device for which supplies were ordered. Contractor reserves the right to charge County for toner cartridges that have been delivered to County sites but not used in covered Devices.

No "Safety Stock" of Consumable Supplies is permitted. "Safety Stock" means more than one Consumable Supplies item (e.g. toner cartridge) that is not installed in the Devices outlined in Exhibit B. If any Safety Stock of Consumable Supplies is ordered, Contractor may charge County for such Consumable Supplies plus shipping and handling charges.

VI. TRACKING & REPORTING

Upon County's request, Contractor shall supply County with summary usage reports at frequencies mutually agreed by County and Contractor. Contractor shall supply these reports within a mutually determined time frame after the close of the period covered by the reports. These usage reports may include the following information:

- Summary Usage usage by Device type, location, make/model, with data for detailed analysis;
- Call-Tracking Report technician response, repair time, and problem identification tracked at the Device level;
- Service Reports Device-level service history; and
- Utilization Rates calculated on a monthly and annual basis based on actual page volume vs. manufacturer recommended usage

ADDITIONAL FEES MAY APPLY IF IMPLEMENTATION IS DELAYED DUE TO ADDITIONAL COUNTY REQUIREMENTS. SERVICES OUTSIDE THE SCOPE DEFINED IN THIS EXHIBIT A SHALL INCUR ADDITIONAL CHARGES; SUCH RATES SHALL BE DETERMINED BASED ON THE SCOPE OF ADDITIONAL WORK REQUESTED.

EXHIBIT B:
PRICING AND EQUIPMENT COVERED ("EQUIPMENT")

Device	Serial No
HP ColorLaserJet CP5225dn	CNGCF4B0VR
HP ColorLaserJetM476dn	cnb8g56dbg
HP LaserJetM601dn	CNBCCD82W8
HP ColorLaserJetM476dn	CNB8G4N45M
HP LaserJet4000	USEF197417
HP Laserjet4200n	USGNP03070
HP LaserJetP4515tn	CNDY285707
HP LaserJet4000	USEF197411
HP LaserJet4000	USEF196651
HP LaserJetcolorM451dn	CNDF355446
HP LaserJetP4014	CNDX340234
HP LaserJetP4014	CNDX340642
HP LaserJetM601dn	CNBCD8R14B
HP ColorLaserJet2600n	CNHC6CV118
HP Laserjet4200n	USGNS43063
HP LaserJet4000	USEF201228
HP ColorLaserJet3600	CNWHH01307
HP LaserJet4000	USEK093130
HP LaserJet4100n	USJNH36453
HP Laserjet4200n	USDNP16217
Dell 5310n	791T90Z-54-13
HP LaserJet4000	USEF197406
HP LaserJetP3015	JPBDG15939
HP ColorLaserJet3600	CNWCH92024
HP LaserjetMFPM425dn	CNF8H1C190
HP LaserJet4350tn	USBXX11966
HP LaserJet4350tn	CNGXF33750
HP LaserJetP4515tn	CNDY237179
HP LaserJetM601dn	CNBCD314XX
HP LaserJet4000	usef197409
HP LaserJetP3015	VNB3R42168
HP LaserJet4350tn	JPRGL30059
HP LaserJet4000	USEF193969
HP LaserJet4000	USEK093121
HP LaserJetP3015	VNB3Y63378
HP LaserJet4000	USEK093090
HP LaserJet4000	USEK093079
HP LaserJet4000	USSC008565
HP LaserJetcolorM451dn	CNDG127479
HP LaserJet4000	usef196582
HP LaserJetP3015	VNB3R42002
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HP LaserJet4100n	USJNK18766
HP LaserJetP3015	VND3F35251
HP ColorLaserJetCP3505n	CNBC76M59Y
HP ColorLaserJetCP4025	jpbcb92091
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HP LaserJetP4014	
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HP LaserJetM602dn	CNCCF721L1
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HP LaserJet2300L	CNBGD61935
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HP LaserJet4000	USEF158249
HP LaserJet4250	USBXS23674
HP LaserJetP4515tn	CNDY836164
HP LaserJet4000	USEF196634
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HP ColorLaserJetCP4025	JPBCCD60R1
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HP LaserJetP2055dn	CNB9N80104
HP LaserJet4050	USQF051981
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HP ColorLaserJet3600	CNWHH28530

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HP LaserJet4000	USEK091438
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HP LaserJet4250	JPDGL02123
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HP ColorLaserJet3600	CNWBD51544
HP Laserjet4200n HP LaserJetP2055dn	USGNM35957
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HP LaserJet4100n	USJNG19255
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HP LaserJet4100n	USBDB23076
HP LaserJet4240n	CNGXC59349
HP ColorLaserJetCP3525	CNCCB9D0VX
HP LaserJetM601dn	CNBCD3N38T
HP LaserJet4000	USEF195795
HP ColorLaserJet3600	CNWBF70365
HP ColorLaserJetCP2025	CNGS473892
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HP LaserJet4100n	USBNG26136
HP ColorLaserJet2600n	JPGC658029
HP ColorLaserJet3600	CNWBB23989
HP LaserJet4250	CNBXC36249
HP LaserJet2420	CNGKL19128
HP LaserJet4350tn	CNRXR68322
HP LaserJet4250	CNRXX45677
HP ColorLaserJet4700dn	JPLLB15170
HP LaserJet4100n	USBNF18560
HP LaserJetP2055dn	CNB9P80140
HP LaserJet4000	USEF203818
HP LaserJet4250	CNRXK72443
HP Laserjet4200n	The second secon
	USGNX18053
HP LaserJetP2055dn	CNB9P80728

HP LaserJet4100n	USBDF04712
HP LaserJet4000	USEF198440
HP LaserJet4050	USQB049953
HP LaserJet4050	USQB049806
HP LaserJet4050	USQB049801
HP LaserJetP2055dn	CNB9P80618
HP LaserJet4050	USQB049796
HP LaserJet4250	CNRXX23040
HP ColorLaserJet4700dn	JPGLB08413
HP LaserJet4000	USEF066046
HP LaserJetP4515tn	CNDY323489
HP LaserJet4000	USEF196405
HP LaserJetM401dn	VNB3B14430
HP ColorLaserJetCP2025	CNGS352456
HP LaserJet4050	USQF051990
HP LaserJetP2055dn	CNB9P80422
HP Laserjet4200n	USGNS48901
HP ColorLaserJetCP2025	CNGS208807
HP LaserJet4050	USQF047111
HP LaserJet4350tn	CNGXF86030

Mono Cost Per Page: \$.0131

Color Cost Per Page: \$.1041

- Pricing based on Page Coverage of 5.0%: Changes in page coverage are subject to price adjustment
- SLA: 2-Hour Response (Initial Phone Triage); Standard Next Day Service
- Toner: Remanufactured for Monochrome and Color devices where available
- (TO): Indicates a device as toner only and ineligible to receive replacement parts or service.
- Includes: All toner, parts, consumables (except paper and staples), technician break/fix service, automatic consumable replenishment, automatic meter capture, help desk support, and management software
- Connectivity status of devices may impact automation features (for locally attached printers)
- Industry Average page volumes used where data was not available
- Page volume or device quantity changes of 10% are subject to price review and adjustment