

SAN MATEO COUNTY RESOLUTION NO. _____

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TOSHIBA AMERICA
BUSINESS SOLUTIONS, INC.**

This **Master Rental Agreement**, herein after called "**Agreement**," is entered into this ____ day of _____, by and between the **County of San Mateo**, a political subdivision of the State of California, hereinafter called "**County**" and **Toshiba America Business Solutions, Inc.**, hereinafter called "**Contractor**."

WHEREAS, San Mateo County desires to enter into this Agreement with **Toshiba America Business Solutions, Inc.**, per **SAN MATEO COUNTY BOARD RESOLUTION NO. _____**, and in accordance with Bid No. 1327, the terms and conditions of which are hereby incorporated by reference:

NOW, THEREFORE, IT IS AGREED by the parties to this Agreement as follows:

1. Master Rental Agreement

This is a Master Rental Agreement ("Agreement") providing the terms and conditions for the rental of digital copiers ("Equipment"), services, maintenance, and consumable supplies from Contractor. The Contractor shall provide the Equipment and services in accordance with the terms, conditions, and specifications set forth in this Agreement and Attachments A and B. An equipment rental agreement, the form of which is attached to this Agreement as Attachment C, will be executed for Equipment rented by the County. Each equipment rental agreement will be executed by the Purchasing Agent or his or her designee and the Contractor.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Attachments A and B, County shall make payment to Contractor based on the rates and in the manner specified in Attachments A and B. All payments will be made pursuant to specific equipment rental agreements, but will be subject to the terms and conditions set forth in this Master Rental Agreement. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. 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.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2016 through November 30, 2020, with an option to extend for two one-year periods upon written mutual agreement of the parties.

4. Termination

This Agreement may be terminated by Contractor or by the Human Resources Director 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 an equipment rental agreement, and operating funds are not otherwise available to County to make payments due and to become due under the equipment rental agreement, and there is no other legal procedure or available funds by or with which payment can be made to Contractor, County shall have the right to return the Equipment and terminate the equipment rental agreement 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 equipment rental agreement 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.

5. 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.

6. 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.

7. 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.

Notwithstanding the above, Contractor shall not be liable for consequential, incidental or indirect damages.

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 all 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.

8. 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.

9. 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.

10. 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, 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.

11. 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 hereby represents and warrants that it shall conduct its business in a manner consistent with federal and state civil rights laws and regulations. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and (i) subject to cancellation pursuant to Section 4; and (ii) disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years.

12. 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 if this Agreement's total value listed in the Section titled "Payments", 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.

13. 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.

14. 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.

15. 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.

16. 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: Nicole McKay, Purchasing Manager
Address: 455 County Center, Redwood City, CA 94063
Telephone: (650) 363-4408
Email: nmckay@smcgov.org

In the case of Contractor, to:

Name/Title: Laurie Corral, Government Account Manager
Address: 12657 Alcosta Blvd., Ste. 100, San Ramon, CA 94583
Telephone: (925) 277-2162
Email: laurie.corral@tbs.toshiba.com

17. 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.

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 America Business Solutions, Inc.

Michael Jorcaso
Contractor Signature

12/6/16
Date

Michael Jorcaso
Executive CFO + CIO
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Attachment A- Scope of Work

1. **Contract Administration:** The Purchasing Agent or his or her designee shall administer this Agreement. During the performance of this Agreement, Contractor shall direct any and all requests for changes, upgrades or downgrades, additions and deletions, dispute resolution, etc., to him/her in writing.
2. **Demonstration Copiers:** Contractor shall provide an on-site demonstration at a prospective location when requested, at no charge to the County. If a demonstration is requested, the Equipment shall remain at the prospective location for up to ten (10) business days.
3. **Delivery and Installation:**
 - i. Deliveries will be made to various locations within the County of San Mateo, or where the County does business.
 - ii. There are 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. The Contractor shall provide a written list identifying Contractor holidays to the County within the first month of each calendar year.
 - iii. The Contractor will deliver and install the Equipment, upon receipt of an installation letter, to the location designated by the County. The Equipment shall be ready for operation on the same day as installation.
 - iv. Charges for the delivery and installation of new Equipment, and upgrades and downgrades are the responsibility of the Contractor, including installation at sites with stairs whether or not an elevator is available at the site. Contractor shall remove and properly dispose of any packing materials, boxes, etc. used during delivery.
 - v. Supplies shall be delivered with the Equipment to ensure a minimum of one (1) month's usage. Supplies include toner, developer, fuser agent, toner collection bottles, and staples. Supplies do not include paper. Each item of Equipment shall be delivered with an operator's instruction manual.
4. **Training:**

Once the Equipment has been delivered to the County, the Contractor shall provide operator training to the department personnel where the Equipment was delivered the same day or next day following delivery. The Contractor shall provide operator training as often as requested at no additional cost to the County.

For the term of the Agreement, the Contractor shall provide a digital copier network connectivity training for County business systems administrators at no charge to the County.
5. **Service Requirements:**
 - i. The Contractor shall provide repair service for Equipment, 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. The Contractor shall provide optional 24 hour per day, 7 days a week, including holidays, repair and preventative maintenance service pursuant to the price identified in the Specifications (Attachment B) as the Extended Service Option.
 - iii. The Contractor shall have an established sales, distribution and/or service facility in the San Francisco Bay Area and must supply a toll free telephone number and an email address for ordering supplies and service.

- iv. Service response time shall be no more than four (4) working hours after being notified. Technicians must notify the requesting department with the estimated time of arrival if four (4) 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.
- v. All technicians that are assigned to service Equipment at the County must be certified factory trained.
- vi. The Contractor shall have an adequate inventory of spare parts immediately available for repairs. If Contractor cannot repair the existing Equipment by close of business on the second day, replacement Equipment shall be provided. The replacement Equipment shall be installed without additional cost to the County and shall include equal features and capabilities. The department must be notified that replacement Equipment will be provided.
- vii. If the Equipment experiences multiple service calls, the County may elect to have the Equipment immediately replaced at the Contractor's expense. The County reserves the right to decide when Equipment should be replaced. If any Equipment is replaced for multiple service calls, the replacement Equipment shall be governed by the terms of the equipment rental agreement for the original Equipment.
- viii. Contractor shall notify the Procurement Division of the model and serial number of any replacement/loaner Equipment within five (5) business days of installation of the replacement/loaner Equipment.
- ix. All Equipment shall have a decal or label on the front or face of the Equipment indicating the toll free telephone number(s) and email address(es) for ordering supplies and service, along with a machine identification number.

6. Preventative Maintenance:

- i. Preventative maintenance shall be included in the cost of the rental of each piece of Equipment.
- ii. Preventative maintenance shall include thorough inspection, adjustment, replacement of unserviceable parts, lubrication, and cleaning 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 Equipment needs scheduled preventative maintenance, the technician must arrange service in advance with each department and shall make every effort to schedule calls during low use periods.

7. Invoices:

- i. Monthly invoices must be mailed to the "Bill To" address on each equipment rental agreement. Each invoice must itemize all costs, including the starting and ending meters for the month, machine ID#, Agreement #, cost-per-copy, and any additional options including hardware, software, and peripherals, and applicable sales tax.
- ii. Meter readings on invoices must reflect actual usage as reported by the County, not estimated usage. The County shall have the option to report meter readings by fax, telephone, mail, or e-mail.

8. Billing/Payment Terms:

- i. Payment terms are Net 30 days.
- ii. Contractor must correct billing errors within 30 days of notice of the error. County shall have the option to withhold payment, without penalty, if billing errors are not corrected.
- iii. Contractor shall credit County for the time spent to settle ongoing Contractor administration errors.

9. Removal:

At the conclusion of each equipment rental agreement, the County will surrender the Equipment in the same

condition as it was furnished, normal wear and tear excepted. Contractor will remove Equipment and supplies, including removal at sites with stairs whether or not an elevator is available, at no additional cost to the County. Contractor's failure to remove the Equipment when requested shall entitle the County to remove the Equipment and place it in any storage facility in San Mateo County at Contractor's sole expense and Contractor shall hold the County free and harmless from any expense or damages of any kind resulting from storage.

10. **Relocation:**

The County has the right at its sole discretion to relocate the Equipment to any location or locations within the geographical boundaries of the County or where the County does business. The County shall notify the Contractor ten (10) days prior to relocation of any Equipment and provide the serial number(s) and the new location of the Equipment. If the County requests that the Contractor relocate a machine to a different location in the County, the Contractor shall relocate the Equipment at no additional cost to the County.

11. **Effect of Termination:**

As provided in Section 4 of the Master Rental Agreement, the County may terminate the Agreement without cause after thirty (30) days written notice. In the event of such termination, each individual equipment rental agreement will remain in effect until its expiration, but no new Equipment will be ordered.

Because of the large machine population and diversity of locations, the Contractor must assign a dedicated and knowledgeable sales representative who is responsible for the administration of Contractor's contractual responsibilities, along with being knowledgeable about the terms and conditions of the County's contract. 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 computer and provide immediate answers and requested customized reports.

12. **Equipment Rental Agreements:**

Each piece of Equipment placed under this Master Rental Agreement will be subject to a separate equipment rental agreement using the County-designated template.

- i. The cost-per-copy prices identified in Attachment B, Specifications, shall include the rental of digital copiers, surge protectors, property tax, maintenance, drum replacement, labor, freight/overnight freight charges for supplies and consumable supplies, toner, developer, fuser agent, toner collection bottles, and staples. The cost-per-copy prices shall not include paper. The cost-per-copy prices identified in Attachment B shall be the basis for all charges under any subsequent equipment rental agreement.
- ii. Monthly charges under an equipment rental agreement for Copier Options, as set forth in Attachment B, Specifications, shall list any copier options with part numbers and monthly charges that are not included with the Equipment but can be added to the Equipment being rented.
- iii. Monthly charges under an equipment rental agreement for Network Options, as set forth in Attachment B, Specifications, shall 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 are not included with the Equipment but can be added to the Equipment being rented.
- iv. Any option added after the equipment rental agreement start date will be billed at the monthly charge set forth in Attachment B, Specifications, until the end the four-year term of the applicable equipment rental agreement.

All Equipment supplied at the time of initial installation shall be new, current manufacturer models of digital technology.

In the event Contractor wishes to add a new model to the Master Agreement, the Contractor must submit to

the Buyer a new completed bid form, new Contractor specification forms, a manufacturer's specification sheet, and material safety data sheet for each new model proposed. Pricing for any new models, including all copier and networking options, must remain at the same cost-per-copy and monthly charges as set forth in Attachment B.

All Equipment must be able to use 20# recycled paper with 30% or more post-consumer content and color paper.

The cost-per-copy for all Equipment placed under this Agreement is as follows for the indicated models or equivalent:

	MONTHLY VOLUME RANGES	MODEL #	Exhibit with cost for options and network requirements
BLACK and WHITE			
COPY MACHINE A	1-1,500	\$0.01435	B
COPY MACHINE B	1,501-4,000	\$0.01435	C
COPY MACHINE C	4,001-8,000	\$0.01435	D
COPY MACHINE D	8,001-20,000	\$0.01435	E
COPY MACHINE E	20,001-50,000	\$0.01435	F
COPY MACHINE F	50,001+	\$0.01435	G
COLOR			
COPY MACHINE A	1-1,500	Color: \$0.04 B&W: \$0.02186	H
COPY MACHINE B	1,501-4,000	Color: \$0.04 B&W: \$0.02186	I
COPY MACHINE C	4,001-8,000	Color: \$0.04 B&W: \$0.02186	J
COPY MACHINE D	8,001-20,000	Color: \$0.04 B&W: \$0.02186	K
COPY MACHINE E	20,001-50,000	Color: \$0.04 B&W: \$0.02186	L

13. **Survivability:**

Equipment placed pursuant to this Master Rental Agreement will survive the expiration or termination of the

Master Rental 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 equipment rental agreement. The terms and conditions will continue in effect until expiration or termination of the applicable equipment rental agreement.

Material Safety Data Sheets shall be required upon execution of the Master Rental Agreement.

14. Short-Term Rental:

The County requires short-term rentals of Equipment on occasion. These short-term rentals range from one day to approximately six months. The Contractor shall charge the same cost-per-copy, monthly copier and networking options charges per category as provided in this Master Rental Agreement, following all terms and conditions of the Master Rental Agreement. The Equipment provided is **not** required to be new, but the specifications of the Equipment must meet or exceed the category requested.

15. Network Specifications:

- i. The County has an extensive Ethernet network. Servers are Microsoft Windows Server 2003 or better. All Equipment provided must be fully compatible with Microsoft Windows operating systems.
- ii. All Equipment provided shall have RJ45, 10/100 (Good) or 100/1000 (Better) Mbps Ethernet connections.
- iii. As a means to efficiently control printer commands across the network to the printer, the Equipment provided shall utilize PCL (Printer Command Language), version 6X or better.
- iv. Contractor shall detail in the Specifications the types of printer emulation provided by the system bid.
- v. On the Specifications for each piece of Equipment, the Contractor shall itemize all hardware, software, and peripherals which are required to upgrade the Equipment 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 Equipment.
- vi. All Equipment must have the ability to scan to email and network folders and in color.
- vii. Contractor shall provide telephone and on site digital support by technical professionals for all issues concerning network connectivity.
- viii. All content on any Equipment hard drive must be protected. The County will accept either the installation of a Security Kit that erases the hard drive after each copy/scan made, or a Hard Drive Replacement at the termination of the equipment rental agreement. The charge for each of these options shall be as set forth in Attachment B, Specifications.

Attachment B – Specifications



COPY MACHINE A – B&W – Exhibit B

Category	Requirements	Comply (X)	Describe Exception
Type	Desktop with stationary platen	X	Option 1 or 2 must be accepted in their entirety for all of the County's fleet. Options cannot be combined
Toning systems	Dry dual component toner	X	
Average monthly copy volume	1-1,500 copies	X	
Manufacturer's recommended monthly copy volume	MAX-14K copies	X	
Copy speed	20 copies per minute	X	
Warm up time	30 seconds	X	
RADF speed	Minimum 20 copies per minute	X	
Paper system	*Front load drawer *Minimum On Line 50 sheet bypass *Minimum 50 sheet RADF	X	
Paper Weights	16 to 24 lbs.	X	
On line paper drawer	1 x 250 letter	X	
First copy speed	8 seconds	X	8 Seconds
Min. original size	5 ½" X 8 ½"	X	
Max. original size	8 ½ X 14"	X	
Magnification	Zoom 25% to 400% (3 preset & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	<input checked="" type="checkbox"/> 15 amp <input type="checkbox"/> 20 amp	X	
Copier cabinet	Optional	X	
Copier Dimensions Closed	H= 20 " W= 15.3 " D= 21.25 "		
Copier Dimensions Opened	H= 32 " W= 22 " D= 34 "		
Make and Model of Copy Machine A			TOSHIBA ES2802AM
Cost-Per-Copy			\$.01435

Options and Part Numbers:

Monthly Charge:

STAND (STAND2505)_____

\$ 3.00

Network Requirements:
Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

<u>Descriptions and Part Numbers</u>	<u>Monthly Charge:</u>
<u>SCAN/PRINT</u>	<u>\$ STANDARD – N/C</u>

Extended Service Option:

Service provided 24 hours per day, 7 days a week including holidays
Monthly Charge: \$150/hr w/2 hr minimum/incident

<u>Hard Drive Protection:</u>	<u>Monthly Charge:</u>
<u>Security Kit installed on the copier</u>	<u>\$ STANDARD – N/C</u>
<u>Hard drive replacement (one-time cost) -</u>	<u>\$ N/A – Swipe security- PLEASE SEE</u>
<u>TECHNICAL SPECIFICATION IN BID RESPONSE LABELED SECURITY</u>	

COPY MACHINE B – B&W

EXHIBIT “C”

Category	Requirements	Comply (X)	Describe Exception
Type	Console with Stationary platen	X	
Toning System	Dry dual component monochrome toner	X	
Average monthly copy volume	1,501-4,000 copies	X	
Manufacturer’s recommended monthly copy volume	MAX – 120K Copies	X	
Copy speed	25 copies per minute	X	
Warm up time	60 seconds	X	
RADF Speed	Minimum 25 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1	X	
Finisher	600 sheets	X	
Stapler	50 sheets	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 50 sheet RADF	X X X X	
Paper Weights	16-34 lbs.	X	
On-line paper drawers	1 x 500, letter 1 x 500, legal	X	
First copy speed	5 seconds	X	
Min. original size	5 ½" x 8 ½"	X	
Max. original size	11" x 17"	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	x 15 amp 20 amp		
Copier cabinet	Required	X	
Copy Management Department Codes	No. of accounts 1,000	X	
Copier dimensions Closed	H= 46 " W= 28 " D= 26 "		
Copier dimensions Opened	H= 60 " W= 38 " D= 43.6 "		
Make and Model of Copy Machine B			TOSHIBA ES2508A

Cost per copy		\$0.01435
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<u>Options and Part Numbers:</u>	<u>Monthly Charge:</u>
<u>300 sheet Dual Scanner (duplex 240spm) MR 4000</u>	\$ <u>11.00</u>
<u>4- 500 Sheet Paper Drawers KD1058/MY1048</u>	\$ <u>11.00</u>
<u>2,000 Sheet Large Paper Drawer KD1059LT</u>	\$ <u>10.00</u>
<u>Console Finisher MJ1109 (2,250 sheets)</u>	\$ <u>10.00</u>
<u>Saddlestitch Finisher MJ1110</u>	\$ <u>12.00</u>
<u>Hole Punch MJ6011/MJ6105</u>	\$ <u>4.00</u>
<u>Fax/ 2nd Fax line GD1370</u>	\$ <u>7.00/each</u>

Network Requirements:
Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

<u>Descriptions and Part Numbers</u>	<u>Monthly Charge:</u>
<u>Scan/Print</u>	\$ <u>Standard- N/C</u>
<u>Wireless Lan/Bluetooth Module w/Shelf GN4020</u>	\$ <u>5.00</u>
<u>Bluetooth Keyboard GR9000</u>	\$ <u>4.00</u>
<u>Advance OCR scanning re-rite GB1280V8</u>	\$ <u>N/A</u>

Extended Service Option:

Service provided 24 hours per day, 7 days a week including holidays
Monthly Charge: \$ \$150/hr w/2 hr minimum/incident

<u>Hard Drive Protection:</u>	<u>Monthly Charge:</u>
<u>Security Kit installed on the copier</u>	<u>\$STANDARD – N/C</u>
<u>Hard drive replacement (one-time cost) -</u>	<u>\$N/A – Swipe security- PLEASE SEE</u>
<u>TECHNICAL SPECIFICATION IN BID RESPONSE LABELED SECURITY</u>	

COPY MACHINE C – B&W

EXHIBIT “D”

Category	Requirements	Comply (X)	Describe Exception
Type	Console with Stationary platen	X	
Toning System	Dry dual component monochrome toner	X	
Average monthly copy volume	4,001-8,000 copies	X	
Manufacturer’s recommended monthly copy volume	MAX- 150K copies		
Copy speed	35 copies per minute	X	
Warm up time	Maximum 120 seconds	X	
RADF Speed	Minimum 35 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1	X	
Finisher	600 sheets	X	
Stapler	50 sheets	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 50 sheet RADF	X X X X	
Paper Weights	16 to 34 lbs.	X	
On-line paper drawers	1 x 500, letter 1 x 500, legal		
First copy speed	5 seconds	X	
Min. original size	5 ½" x 8 ½"	X	
Max. original size	11" x 17"	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	X 15 amp 20 amp		
Copier cabinet	Required	X	
Copy Management Department Codes	No. of accounts 1,000		
Copier dimensions Closed	H= 46 " W= 28 " D= 26 "		
Copier dimensions Opened	H= 60 " W= 38 " D= 43.6 "		
Make and Model of Copy Machine C			Toshiba ES3508A

COST-PER-COPY	\$ 0.01435
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<u>Options and Part Numbers:</u>	<u>Monthly Charge:</u>
<u>300 Sheet dual scanner (Duplex 240SPM) MR4000</u>	\$ <u>11.00</u>
<u>4- 550 Sheet Paper Drawers KD1058/MY1048</u>	\$ <u>11.00</u>
<u>2,000 Sheet large paper drawer KD1059LT</u>	\$ <u>10.00</u>
<u>Console finisher MJ1109 (2,250 sheets)</u>	\$ <u>10.00</u>
<u>Saddlestitch finisher MJ1110</u>	\$ <u>12.00</u>
<u>Hole punch MJ6011/MJ6105</u>	\$ <u>4.00</u>
<u>Fax/2nd Line GD1370</u>	\$ <u>7.00/each</u>

Network Requirements:
Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

<u>Descriptions and Part Numbers</u>	<u>Monthly Charge:</u>
<u>Scan/Print</u>	\$ <u>Standard- N/C</u>
<u>Wireless Lan/Bluetooth Module w/Shelf GN4020</u>	\$ <u>5.00</u>
<u>Bluetooth Keyboard GR9000</u>	\$ <u>4.00</u>
<u>Advance OCR scanning re-rite GB1280V8</u>	\$ <u>N/A</u>

Extended Service Option:

Service provided 24 hours per day, 7 days a week including holidays
Monthly Charge: \$ 150/hr w/2 hr minimum/incident

<u>Hard Drive Protection:</u>	<u>Monthly Charge:</u>
<u>Security Kit installed on the copier</u>	<u>\$STANDARD – N/C</u>
<u>Hard drive replacement (one-time cost) -</u>	<u>\$N/A – Swipe security- PLEASE SEE</u>
<u>TECHNICAL SPECIFICATION IN BID RESPONSE LABELED SECURITY</u>	

Category	Requirements	Comply (X)	Describe Exception
Type	Console with Stationary platen	X	
Toning System	Dry dual component monochrome toner	X	
Average monthly copy volume	8,001-20,000 copies	X	
Manufacturer’s recommended monthly copy volume	MAX- 150K copies		
Copy speed	45 copies per minute	X	
Warm up time	Maximum 180 seconds	X	
RADF Speed	Minimum 45 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1	X	
Finisher	600 sheets	X	
Stapler	50 sheets	X	
Hole Punch	2/3 hole	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 50 sheet RADF	X X X X	
Paper Weights	16 to 34 lbs.	X	
On-line paper drawers	1 x 500, letter 1 x 500, legal		
First copy speed	4.1 seconds	X	
Min. original size	5 ½" x 8 ½"	X	
Max. original size	11" x 17"	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	X 15 amp 20 amp		
Copier cabinet	Required	X	
Copy Management Department Codes	No. of accounts 1,000		
Copier dimensions Closed	H= 46 ” W= 28 ” D= 26 ”		
Copier dimensions Opened	H= 60 ” W= 38 ” D= 43.6 ”		
Make and Model of Copy Machine D			Toshiba ES4508A

COST-PER-COPY		\$ 0.01435
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Options and Part Numbers:

Monthly Charge:

<u>300 Sheet dual scanner (Duplex 240SPM) MR4000</u>	\$ <u>11.00</u>
<u>4- 550 Sheet Paper Drawers KD1058/MY1048</u>	\$ <u>11.00</u>
<u>2,000 Sheet large paper drawer KD1059LT</u>	\$ <u>10.00</u>
<u>Console finisher MJ1109 (2,250 sheets)</u>	\$ <u>10.00</u>
<u>Saddlestitch finisher MJ1110</u>	\$ <u>12.00</u>
<u>Fax/2nd Fax Line GD1370</u>	\$ <u>7.00/each</u>

Network Requirements:
Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

Descriptions and Part Numbers

Monthly Charge:

<u>Scan/Print</u>	\$ <u>Standard- N/C</u>
<u>Wireless Lan/Bluetooth Module w/Shelf GN4020</u>	\$ <u>5.00</u>
<u>Bluetooth Keyboard GR9000</u>	\$ <u>4.00</u>
<u>Advance OCR scanning re-rite GB1280V8</u>	\$ <u>25.00/server</u>

Extended Service Option:

Service provided 24 hours per day, 7 days a week including holidays
Monthly Charge: \$ 150/hr w/2 hr minimum/incident

Hard Drive Protection:
Security Kit installed on the copier
Hard drive replacement (one-time cost) -
TECHNICAL SPECIFICATION IN BID RESPONSE LABELED SECURITY

Monthly Charge:
\$STANDARD – N/C
\$N/A – Swipe security- PLEASE SEE

Category	Requirements	Comply (X)	Describe Exception
Type	Console with Stationary platen	X	
Toning systems	Dry dual component toner	X	
Average monthly copy volume	20,001-50,000 copies	X	
Manufacturer’s recommended monthly copy volume	MAX-600K copies per month	X	
Copy speed	65 copies per minute	X	
Warm up time	Maximum 180 seconds	X	
RADF Speed	Minimum 65 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1	X	
Finisher	3,250 sheets	X	
Stapler	50 sheets	X	
Hole punch	2/3 hole	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 100 sheet RADF	X X X X	
Paper Weights	16 to 34 lbs.	X	
On-line paper drawers	4 x 500, letter/legal/ledger 1 x 3,500, letter	X	AVAILABLE W/4-540 DRAWERS+2,500 LCF OR 2-540 DRAWERS+2,320 DRAWER+2,500 LCF (SAME COST)
First copy speed	4.1 seconds	X	3.5 Seconds
Min. original size	5 ½” x 8 ½”	X	
Max. original	11” x 17”	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	15 amp X 20 amp		
Copier cabinet	Required		n/a – Console Machine
Copy Management Department Code	No. of accounts 1,000		
Copier Dimensions Closed	H= 48 “ W= 76.2 “ D= 28”		
Copier Dimensions Opened	H= 70 “ W= 81“ D= 46 “		
Make and Model of Copy Machine E			Toshiba ES6508A

COST-PER-COPY		\$0.01435
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Options and Part Numbers:

Monthly Charge:

<u>Saddle Stitch Finisher MJ1112</u>	\$ <u>22.00</u>
<u>Fax/2nd fax line GD1370</u>	\$ <u>7.00/each</u>

Network Requirements:

Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

Descriptions and Part Numbers

Monthly Charge:

<u>Scan/Print</u>	\$ <u>Standard- N/C</u>
<u>Wireless Lan/Bluetooth Module w/Shelf GN4020</u>	\$ <u>5.00</u>
<u>Bluetooth Keyboard GR9000</u>	\$ <u>4.00</u>
<u>Advance OCR scanning re-rite GB1280V8</u>	\$ <u>25.00/server</u>

Extended Service Option:

Service provided 24 hours per day, 7 days a week including holidays
Monthly Charge: \$ \$150/hr w/2 hr minimum/incident

Hard Drive Protection:

Monthly Charge:

Security Kit installed on the copier	\$STANDARD – N/C
<u>Hard drive replacement (one-time cost) -</u>	<u>\$N/A – Swipe security- PLEASE SEE</u>
<u>TECHNICAL SPECIFICATION IN BID RESPONSE LABELED SECURITY</u>	

COPY MACHINE F – B&W

EXHIBIT “G”

Category	Requirements	Comply (X)	Describe Exception
Type	Console with Stationary platen	X	
Toning systems	Dry dual component toner	X	
Average monthly copy volume	50,001 copies & over	X	
Manufacturer’s recommended monthly copy volume	MAX – 600K copies per month	X	
Copy speed	73 copies per minute		
Warm up time	Maximum 180 seconds	X	
RADF Speed	Minimum 73 copies per minute		
Automatic Duplexing	1:2, 2:2, 2:1	X	
Finisher	3,250 sheets	X	
Stapler	50 sheets	X	
Hole punch	2/3 hole	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 100 sheet RADF	X X X X	
Paper Weights	16 to 34 lbs.	X	
On-line paper drawers	4 x 500, letter/legal/ ledger 1 x 3,500, letter		AVAILABLE W/4-540 DRAWERS+2,500 LCF OR 2-540 DRAWERS+2,320 DRAWER+2,500 LCF (SAME COST/COPY)
First copy speed	3.9 seconds		4.5 Seconds
Min. original size	5 ½” x 8 ½”	X	
Max. original size	11” x 17”	X	
Magnification	Zoom, 25% to 400% (9 preset & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	15 amp X 20 amp	X	
Copier cabinet	Required	X	
Copy Management Department Code	No. of accounts 1,000		
Copier Dimensions Closed	H= 48” W= 76.2” D= 28”		
Copier Dimensions Opened	H= 70” W= 81” D= 46”		
Make and Model of Copy Machine F			Toshiba ES7508A

COST-PER-COPY	\$	0.01435	
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<u>Options and Part Numbers:</u>	<u>Monthly Charge:</u>
<u>Saddle Stitch Finisher MJ1112</u>	\$ <u>22.00</u>
<u>Fax/2nd fax line GD1370</u>	\$ <u>7.00/each</u>

Network Requirements:
 Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

<u>Descriptions and Part Numbers</u>	<u>Monthly Charge:</u>
<u>Scan/Print</u>	\$ <u>Standard- N/C</u>
<u>Wireless Lan/Bluetooth Module w/Shelf GN4020</u>	\$ <u>5.00</u>
<u>Bluetooth Keyboard GR9000</u>	\$ <u>4.00</u>
<u>Advance OCR scanning re-rite GB1280V8</u>	\$ <u>25.00/server</u>

Extended Service Option:

 Service provided 24 hours per day, 7 days a week including holidays
Monthly Charge: \$ \$150/hr w/2 hr minimum/incident

<u>Hard Drive Protection:</u>	<u>Monthly Charge:</u>
<u>Security Kit installed on the copier</u>	<u>\$STANDARD – N/C</u>
<u>Hard drive replacement (one-time cost) -</u>	<u>\$N/A – Swipe security- PLEASE SEE</u>
<u>TECHNICAL SPECIFICATION IN BID RESPONSE LABELED SECURITY</u>	

COPY MACHINE A – COLOR

Category	Requirements	Comply (X)	Describe Exception
Type	Desktop with stationary platen	X	Option 1 or 2 must be accepted in their entirety for all of the County’s fleet. Options cannot be combined
Toning systems	Dry dual component toner	X	
Average monthly copy volume	1-1,500 copies	X	
Manufacturer’s recommended monthly copy volume	<u>MAX-7K</u> copies		
Copy speed	20 copies per minute	X	
Warm up time	30 seconds	X	
RADF speed	Minimum 20 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1		
Paper system	*Front load drawer *Minimum On Line 50 sheet bypass *Minimum 50 sheet RADF	X	Single sheet bypass
Paper Weights	16 to 24 lbs.	X	
On line paper drawer	1 x 250 letter	X	
First copy speed	8 seconds		10.8 Seconds
Min. original size	5 ½" X 8 ½"	X	
Max. original size	8 ½ X 14”	X	
Magnification	Zoom 25% to 400% (3 preset & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	<input checked="" type="checkbox"/> 15 amp <input type="checkbox"/> 20 amp	X	
Copier cabinet	Optional	X	
Copier Dimensions Closed	H= <u>18.44</u> " W= <u>17.48</u> " D= <u>23.2</u> "		
Copier Dimensions Opened	H= <u>26</u> " W= <u>34</u> " D= <u>34</u> "		
Make and Model of Copy Machine A			Lexmark XC-2132
Cost-Per-Copy – Color			\$.04
Cost-Per-Copy – B&W			\$.02186

Options and Part Numbers:

Adjustable stand 35S8502
550 Sheet paper drawer w/100 sheet bypass 38C0626
Fax

Monthly Charge:

\$ 7.00
\$ 5.00
\$ Included

Network Requirements:

Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

Descriptions and Part Numbers

SCAN/PRINT

Monthly Charge:

\$ STANDARD – N/C

Extended Service Option:

Service provided 24 hours per day, 7 days a week including holidays

Monthly Charge: \$ \$150/hr w/2 hr minimum/incident

Hard Drive Protection:

Security Kit installed on the copier

Hard drive replacement (one-time cost) -

Monthly Charge:

\$ STANDARD – N/C

\$ N/A

COPY MACHINE B – COLOR

EXHIBIT “I”

Category	Requirements	Comply (X)	Describe Exception
Type	Console with Stationary platen	X	
Toning System	Dry dual component monochrome toner	X	
Average monthly copy volume	1,501-4,000 copies	X	
Manufacturer’s recommended monthly copy volume	MAX – 210K Copies		
Copy speed	25 copies per minute	X	
Warm up time	60 seconds	X	
RADF Speed	Minimum 25 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1	X	
Finisher	600 sheets	X	
Stapler	50 sheets	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 50 sheet RADF	X X X X	
Paper Weights	16-34 lbs.	X	
On-line paper drawers	1 x 500, letter 1 x 500, legal	X	2 x 500 Sheet Trays
First copy speed	5 seconds		5.9
Min. original size	5 ½" x 8 ½"	X	
Max. original size	11" x 17"	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	x 15 amp 20 amp		
Copier cabinet	Required	X	
Copy Management Department Codes	No. of accounts 1,000	X	
Copier dimensions Closed	H= 46 " W= 28 " D= 26 "		
Copier dimensions Opened	H= 60 " W= 38 " D= 43.6 "		
Make and Model of Copy Machine B			TOSHIBA ES2505AC

Cost-Per-Copy – Color		\$.04
Cost-Per-Copy – B&W		\$.02186

<u>Options and Part Numbers:</u>	<u>Monthly Charge:</u>
<u>300 sheet Dual Scanner (duplex 240spm) MR 4000</u>	\$ <u>11.00</u>
<u>4- 500 Sheet Paper Drawers KD1058/MY1048</u>	\$ <u>11.00</u>
<u>2,000 Sheet Large Paper Drawer KD1059LT</u>	\$ <u>10.00</u>
<u>Console Finisher MJ1109 (2,250 sheets)</u>	\$ <u>10.00</u>
<u>Saddlestitch Finisher MJ1110</u>	\$ <u>12.00</u>
<u>Hole Punch MJ6011/MJ6105</u>	\$ <u>4.00</u>
<u>Fax/ 2nd Fax line GD1370</u>	\$ <u>7.00/each</u>

Network Requirements:
Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

<u>Descriptions and Part Numbers</u>	<u>Monthly Charge:</u>
<u>Scan/Print</u>	\$ <u>Standard- N/C</u>
<u>Wireless Lan/Bluetooth Module w/Shelf GN4020</u>	\$ <u>5.00</u>
<u>Bluetooth Keyboard GR9000</u>	\$ <u>4.00</u>
<u>Advance OCR scanning re-rite GB1280V8</u>	\$ <u>25.00/server</u>

Extended Service Option:

Service provided 24 hours per day, 7 days a week including holidays
Monthly Charge: \$ \$150/hr w/2 hr minimum/incident

<u>Hard Drive Protection:</u>	<u>Monthly Charge:</u>
<u>Security Kit installed on the copier</u>	<u>\$STANDARD – N/C</u>
<u>Hard drive replacement (one-time cost) -</u>	<u>\$N/A – Swipe security- PLEASE SEE</u>
<u>TECHNICAL SPECIFICATION IN BID RESPONSE LABELED SECURITY</u>	

COPY MACHINE C – COLOR

EXHIBIT “J”

Category	Requirements	Comply (X)	Describe Exception
Type	Console with Stationary platen	X	
Toning System	Dry dual component monochrome toner	X	
Average monthly copy volume	4,001-8,000 copies	X	
Manufacturer’s recommended monthly copy volume	MAX- 210K copies		
Copy speed	35 copies per minute	X	
Warm up time	Maximum 120 seconds	X	
RADF Speed	Minimum 35 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1	X	
Finisher	600 sheets	X	
Stapler	50 sheets	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 50 sheet RADF	X X X X	
Paper Weights	16 to 34 lbs.	X	
On-line paper drawers	1 x 500, letter 1 x 500, legal		
First copy speed	5 seconds		5.9
Min. original size	5 ½" x 8 ½"	X	
Max. original size	11" x 17"	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	X 15 amp 20 amp	X	
Copier cabinet	Required	X	
Copy Management Department Codes	No. of accounts 1,000		
Copier dimensions Closed	H= 46 " W= 28 " D= 26 "		
Copier dimensions Opened	H= 60 " W= 38 " D= 43.6 "		
Make and Model of Copy Machine C			Toshiba ES3505AC

Cost-Per-Copy – Color		\$.04
Cost-Per-Copy – B&W		\$.02186

<u>Options and Part Numbers:</u>	<u>Monthly Charge:</u>
<u>300 Sheet dual scanner (Duplex 240SPM) MR4000</u>	\$ <u>11.00</u>
<u>4- 550 Sheet Paper Drawers KD1058/MY1048</u>	\$ <u>11.00</u>
<u>2,000 Sheet large paper drawer KD1059LT</u>	\$ <u>10.00</u>
<u>Console finisher MJ1109 (2,250 sheets)</u>	\$ <u>10.00</u>
<u>Saddlestitch finisher MJ1110</u>	\$ <u>12.00</u>
<u>Hole punch MJ6011/MJ6105</u>	\$ <u>4.00</u>
<u>Fax/2nd Line GD1370</u>	\$ <u>7.00/each</u>

Network Requirements:
Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

<u>Descriptions and Part Numbers</u>	<u>Monthly Charge:</u>
<u>Scan/Print</u>	\$ <u>Standard- N/C</u>
<u>Wireless Lan/Bluetooth Module w/Shelf GN4020</u>	\$ <u>5.00</u>
<u>Bluetooth Keyboard GR9000</u>	\$ <u>4.00</u>
<u>Advance OCR scanning re-rite GB1280V8</u>	\$ <u>N/A</u>

Extended Service Option:

Service provided 24 hours per day, 7 days a week including holidays
Monthly Charge: \$ \$150/hr w/2 hr minimum/incident

<u>Hard Drive Protection:</u>	<u>Monthly Charge:</u>
<u>Security Kit installed on the copier</u>	<u>\$STANDARD – N/C</u>
<u>Hard drive replacement (one-time cost) -</u>	<u>\$N/A – Swipe security- PLEASE SEE</u>
<u>TECHNICAL SPECIFICATION IN BID RESPONSE LABELED SECURITY</u>	

COPY MACHINE D – COLOR

EXHIBIT “K”

Category	Requirements	Comply (X)	Describe Exception
Type	Console with Stationary platen	X	
Toning System	Dry dual component monochrome toner	X	
Average monthly copy volume	8,001-20,000 copies	X	
Manufacturer’s recommended monthly copy volume	MAX- 210K copies		
Copy speed	45 copies per minute	X	
Warm up time	Maximum 180 seconds	X	
RADF Speed	Minimum 45 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1	X	
Finisher	600 sheets	X	
Stapler	50 sheets	X	
Hole Punch	2/3 hole	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 50 sheet RADF	X X X X	
Paper Weights	16 to 34 lbs.	X	
On-line paper drawers	1 x 500, letter 1 x 500, legal		
First copy speed	4.1 seconds		4.4
Min. original size	5 ½" x 8 ½"	X	
Max. original size	11" x 17"	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	X 15 amp 20 amp	X	
Copier cabinet	Required	X	
Copy Management Department Codes	No. of accounts 1,000		
Copier dimensions Closed	H= 46 " W= 28 " D= 26 "		
Copier dimensions Opened	H= 60 " W= 38 " D= 43.6 "		

Make and Model of Copy Machine D		Toshiba ES4505AC
Cost-Per-Copy – Color		\$.04
Cost-Per-Copy – B&W		\$.02186

<u>Options and Part Numbers:</u>	<u>Monthly Charge:</u>
<u>300 Sheet dual scanner (Duplex 240SPM) MR4000</u>	\$ <u>11.00</u>
<u>4- 550 Sheet Paper Drawers KD1058/MY1048</u>	\$ <u>11.00</u>
<u>2,000 Sheet large paper drawer KD1059LT</u>	\$ <u>10.00</u>
<u>Console finisher MJ1109 (2,250 sheets)</u>	\$ <u>10.00</u>
<u>Saddlestitch finisher MJ1110</u>	\$ <u>12.00</u>
<u>Fax/2nd Fax Line GD1370</u>	\$ <u>7.00/each</u>

Network Requirements:
Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

<u>Descriptions and Part Numbers</u>	<u>Monthly Charge:</u>
<u>Scan/Print</u>	\$ <u>Standard- N/C</u>
<u>Wireless Lan/Bluetooth Module w/Shelf GN4020</u>	\$ <u>5.00</u>
<u>Bluetooth Keyboard GR9000</u>	\$ <u>4.00</u>
<u>Advance OCR scanning re-rite GB1280V8</u>	\$ <u>25.00/server</u>

Extended Service Option:

Service provided 24 hours per day, 7 days a week including holidays
Monthly Charge: \$ \$150/hr w/2 hr minimum/incident

<u>Hard Drive Protection:</u>	<u>Monthly Charge:</u>
<u>Security Kit installed on the copier</u>	<u>\$STANDARD – N/C</u>
<u>Hard drive replacement (one-time cost) -</u>	<u>\$N/A – Swipe security- PLEASE SEE</u>
<u>TECHNICAL SPECIFICATION IN BID RESPONSE LABELED SECURITY</u>	

COPY MACHINE E –COLOR

EXHIBIT “L”

Category	Requirements	Comply (X)	Describe Exception
Type	Console with Stationary platen	X	
Toning systems	Dry dual component toner	X	
Average monthly copy volume	20,001-50,000 copies	X	
Manufacturer’s recommended monthly copy volume	MAX-720K copies per month	X	
Copy speed	60 copies per minute	X	
Warm up time	Maximum 180 seconds	X	
RADF Speed	Minimum 60 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1	X	
Finisher	3,250 sheets	X	
Stapler	50 sheets	X	
Hole punch	2/3 hole	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 100 sheet RADF	X X X X	
Paper Weights	16 to 34 lbs.	X	
On-line paper drawers	4 x 500, letter/legal/ledger 1 x 3,500, letter	X	AVAILABLE W/4-540 DRAWERS+2,500 LCF OR 2-540 DRAWERS+2,320 DRAWER+2,500 LCF (SAME COST)
First copy speed	4.1 seconds	X	4.5 Seconds
Min. original size	5 ½” x 8 ½”	X	
Max. original	11” x 17”	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	15 amp X 20 amp	X	
Copier cabinet	Required	X	
Copy Management Department Code	No. of accounts 1,000		
Copier Dimensions Closed	H= 48 “ W= 76.2 “ D= 28”		
Copier Dimensions Opened	H= 70 “ W= 81“ D= 46 “		
Make and Model of Copy Machine E			Toshiba ES6506AC

COST-PER-COPY		\$0.04
COST-PER-COPY		\$0.02186

Options and Part Numbers:

Monthly Charge:

<u>Saddle Stitch Finisher MJ1112</u>	<u>\$ 22.00</u>
<u>Fax/2nd fax line GD1370</u>	<u>\$ 7.00/each</u>

Network Requirements:

Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

Descriptions and Part Numbers

Monthly Charge:

<u>Scan/Print</u>	<u>\$ Standard- N/C</u>
<u>Wireless Lan/Bluetooth Module w/Shelf GN4020</u>	<u>\$ 5.00</u>
<u>Bluetooth Keyboard GR9000</u>	<u>\$ 4.00</u>
<u>Advance OCR scanning re-rite GB1280V8</u>	<u>\$ 25.00/server</u>

Extended Service Option:

Service provided 24 hours per day, 7 days a week including holidays
Monthly Charge: \$ \$150/hr w/2 hr minimum/incident

Hard Drive Protection:

Monthly Charge:

<u>Security Kit installed on the copier</u>	<u>\$STANDARD – N/C</u>
<u>Hard drive replacement (one-time cost) -</u> <u>TECHNICAL SPECIFICATION IN BID RESPONSE LABELED SECURITY</u>	<u>\$N/A – Swipe security- PLEASE SEE</u>

Exhibit M – Sample Agreement

SMC Agreement # _____

Agreement Period _____
(Agreement not to exceed \$35,000)

Toshiba Business Systems Cost-Per-Copy Rental Agreement

Per County of San Mateo Board Resolution # _____

ADDENDUM A

BILL TO:

SHIP TO:

COPIER: (A) Color

Quan	ID #	Model # & Part #	Serial #	Cost-Per-Copy
1		Lexmark XC-2132		
		Black and White:		\$0.021860
		Color:		\$0.040
1		250 Sheet Paper Drawer		Included
1		50 Page RADF and Auto Duplexing		Included
1		50 Sheet By Pass Tray		Included

OPTIONS FOR THE COPIER:

Quantity	Option & Part #	Serial #	Monthly Cost
1	Fax		Inc
1	Adjustable Stand #35S8502		\$7.00
1	550 Sheet Paper Drawer w/100 Sheet Bypass, #38C0626		\$5.00

OPTIONS FOR NETWORKING:

Quantity	Option & Part #	Serial #	Monthly Cost
1	Network Print/Scan Module		Inc
1	Security Kit		Inc

Service, Supplies and freight /overnight freight charges are included for the term of this agreement and include toner, developer, fuser agent, toner collection bottles, staples, and shall only exclude paper.

County of San Mateo

Toshiba Business Systems

Signature

Signature

Date

Date

Exhibit N – Sample Invoice

Page 1 of 2
INVOICE

INVOICE NUMBER C914362-541	INVOICE DATE 8/9/2016	ORDER NUMBER 5340501	CUSTOMER PO NUMBER 68100-16-P1895
PAYMENT TERMS NET 30	TAX ID 13-1968872	DUNS NUMBER 00-181-8012	NO RETURNS WILL BE ACCEPTED WITHOUT PRIOR WRITTEN AUTHORIZATION

SOLD TO: 5410000233

SHIP TO: 5410054791

SMC SAN MATBO MEDICAL CENTER
ACCOUNTS PAYABLE
222 WEST 39TH AVE
2ND FLOOR
SAN MATBO, CA 94403

SMC SAN MATBO MEDICAL CENTER
HEALTHCARE FOR THE HOMELESS
222 WEST 39TH AVE
FARMWORKER HEALTH ADMIN WING
SAN MATBO, CA 94403

ORD	SHIP	B.O.	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
					* RENTAL CONTRACT NO. 22754 BASE BILLING PERIOD FROM 7/15/2016 THROUGH 8/14/2016		
0	0	0		CNHMSG		0.00	0.00
CNHMSG					Network Printing Module (PB11) - \$14.93 Network Scanning Module (NSX1) - \$5.87 Fax Board (FXX2) - \$11.19		
1	1	0	EA	MXM363U	CPM COPIER/MFP	31.99	31.99
				MACHINE ID: 54115281	SERIAL: 15018535		
					ADMIN WING 3RD FLOOR ROOM 3A02A USAGE BILLING		
				** BLACK			
				CURRENT METER READING	08/09/2016	226,244	
				PRIOR METER READING	07/11/2016	217,682	
				TOTAL COPIES		8,562	
				NET BILLABLE COPIES		8,562	
1	1	0		BLACK	8,562 COPIES @ 0.016100	137.85	137.85

SUBTOTAL	169.84
FREIGHT	0.00
SALES TAX	15.71
TOTAL AMOUNT	185.55

Thank You For Your Business