

EXHIBIT A

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Smile Business Products, Inc., hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide the County with printers and copiers as requested, quoted, and ordered.

CONTRACTOR shall provide technicians to install equipment and ensure that all staff are properly trained to perform the work and deliver the services required under this Agreement.

CONTRACTOR shall provide appropriate level of staffing to complete the installation per the designated timeframe provided by the County.

CONTRACTOR shall communicate with the Monterey County Sheriff’s IT Department or their delegate prior, during, and after installations, relocations, and maintenance to ensure no disruption or loss of service.

CONTRACTOR to ensure monthly self-reporting is provided by County to CONTRACTOR as scheduled and needed.

All written reports required under this Agreement must be delivered to Jennifer Claudel , *Departmental Information Systems Manager II*, in accordance with the schedule above.

B. INVENTORY/EXISTING EQUIPMENT

B.1 Monterey County Sheriff’s machines/equipment inventory by location.

COUNTY-Owned and leased machines/equipment shall be inventoried by CONTRACTOR. Current COUNTY-Owned and leased equipment as described in **Exhibit B**, Existing Equipment.

C. PAYMENT PROVISIONS

C.1 COMPENSATION/ PAYMENT

Smile Business Products, Inc.

Amount: \$300,000

Term: 10/31/2024 to 06/30/2027

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County shall pay CONTRACTOR **\$300,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

C.1.2 Monterey County ITD Printer/Copier/Multifunction Machine Quote Form (ITD Quote Form).

CONTRACTOR shall provide a completed ITD Quote Form for each unit as shown in **Exhibit C** – Monterey County ITD Printer/Copier/Multifunction Machine Quote Form. ITD Quote Forms shall be approved by the Chief Security Officer of Information Technology or their delegate and inventoried by CONTRACTOR accordingly. Monthly rates shall not exceed the Total Monthly Rental amount as indicated on the approved ITD Quote Form.

- All maintenance and repair costs shall be included in ITD Quote Form, including drum & rollers.
- All delivery, installation, and machine pick-up shall be included in the ITD Quote Form.
- Toner included as needed (no limitations).
- Staples included as needed (no limitations).

CONTRACTOR shall be compensated on a per project basis. Each project to be performed pursuant to this Agreement must be agreed to in writing prior to the commencement of work.

Prevailing labor fees on delivery and or assembly required:

Prevailing Wages: The installation of modular furniture pursuant to this Agreement is a public work of over \$1,000 for purposes of prevailing wage. Installers of the modular furniture pursuant to this Agreement must be paid the prevailing wage determined by the Director of the Department of Industrial Relations. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Contractor Registration with the Department of Industrial Relations. Pursuant to Labor Code section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4101 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or

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by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.