

**COUNTY OF MONTEREY STANDARD AGREEMENT**  
**(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Dataflow Business Systems, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** Printer/Copier/Multifunction machine lease, and equipment maintenance, repair, supplies, and toner.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 95,000.00.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from July 1, 2017 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A**    **Scope of Services/Payment Provisions**

**Exhibit B**    **Networked Equipment Quote Form and ITD Security and Privacy Analysis**

**Exhibit C**    **Non-Networked Equipment Quote Form**

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY.**

10.01 **Confidentiality.** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Karsten Rother, System Support Manager	Olegario Gomez, President
Name and Title	Name and Title
752 La Guardia Street Salinas, CA. 93905	540 Work Street, Suite E Salinas, CA. 93901
Address	Address
831-796-3657	831-759-8760
Phone	Phone

**15.0 MISCELLANEOUS PROVISIONS.**

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.



- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: WILLIAM M. LITT  
Dep. County Counsel

Date: 7/13/17

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
Auditor/Controller

Date: 7-17

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Dataflow Business Systems, Inc.  
Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

Dlegario Gomez president  
Name and Title

Date: 6/20/17

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Dlegario Gomez secretary  
Name and Title

Date: 6/20/17

**RECEIVED**

**JUN 21 2017**

**MONTEREY COUNTY  
CHILD SUPPORT SERVICES**

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor/Controller is required

<sup>3</sup>Approval by Risk Management is required only if changes are made in sections 7 or 8

## **EXHIBIT-A**

**To Agreement by and between  
Monterey County Child Support Services, hereinafter referred to as "County"  
AND  
Dataflow Business Systems, Inc., hereinafter referred to as "CONTRACTOR"**

### **Scope of Services / Payment Provisions**

#### **A. SCOPE OF SERVICES**

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

- 1. Equipment delivery, installation, and ongoing maintenance and supplies:**
  - a. Deliver and install leased items, such as copiers/printers/scanners and multifunctional equipment, as requested by the COUNTY;**
  - b. Provide quality customer service and ongoing equipment maintenance and supplies, as necessary and/or requested by the COUNTY;**
  - c. Ensure timely repairs to lease equipment, as well as COUNTY-owned one (1) Muratec MFX-2050 fax machine located in the Legal Section of the Child Support Services Department.**
  - d. Provide information and recommendations on equipment configurations best suited for tasks and work environment defined by the COUNTY, including price quotations and specifications.**
- 2. CONTRACTOR shall ensure appropriate level of staffing for installation, maintenance and repairs within reasonable and agreed upon timeframes with the COUNTY.**
- 3. Itemized deliverables to be provided by the CONTRACTOR in accordance with Paragraph A-I-1 of this Exhibit:**
  - a. Two (2) Networked Kyocera TASKalfa 8001i multifunctional machines and eight (8) Networked Kyocera FS 4300DN uniformly configured printers, as presented in Exhibit B of this Agreement;**
  - b. Five (5) Non-Networked Kyocera TASKalfa 3501i machines, as presented in Exhibit C of this Agreement;**
  - c. Timely service and/or parts delivery for (1) Muratec MFX-2050 County-owned machine.**

**II. Other applicable terms and conditions:**

1. CONTRACTOR's equipment meets the security and privacy standards, as stated in the Monterey County ITD Security & Privacy Analysis Document, as incorporated in Exhibit B.
2. Confidentiality and data handling by CONTRACTOR:
  - a. No data shall be stored or transmitted outside the County facilities or network;
  - b. Data captured or stored by the equipment may be accessed only by CONTRACTOR, its employees and affiliates only for purposes of performing services under this Agreement;
  - c. CONTRACTOR agrees to secure and protect any and all COUNTY's data and to take appropriate action by instruction or agreement with its employees or consultants who are permitted to access to equipment or software product to satisfy its obligations hereunder;
  - d. No third party licenses, fees, terms and/or conditions shall apply to this Agreement, except those expressly listed.
3. COUNTY's acceptance of replacement, delivery, installation, and ongoing maintenance of the equipment does not evidence the COUNTY's expertise in such equipment. The COUNTY may request a review and replacement or removal of such equipment if performance of such equipment does not meet the COUNTY's expectations.
4. Except for ordinary wear and tear, the COUNTY is responsible for protecting the equipment from damage and loss. Should equipment require replacement due to damage or loss, the COUNTY shall continue to pay rent during the period of equipment replacement, which is to be done immediately by the CONTRACTOR.
5. Notwithstanding other provisions of this Agreement, COUNTY may request removal up to 50% of installed equipment both in multifunction and printer categories respectively on the basis of funding or performance. Such request shall be communicated to CONTRACTOR in writing electronically and/or by mail, identifying the type, location, and the CONTRACTOR's ID of such equipment. CONTRACTOR shall comply with such request by removing the equipment within five (5) working days of the earliest receipt of the request made by the COUNTY.
6. COUNTY and CONTRACTOR shall make mutual efforts to resolve any disputes within a reasonable timeframe. Payments by the COUNTY shall continue during the disputed timeframe if equipment is in good operating condition.
7. The COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If COUNTY terminates the Agreement for

good cause, the COUNTY may be relieved of the payment of any consideration to CONTRACTOR, and the COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to the COUNTY shall be deducted from any sum due to the CONTRACTOR under this agreement.

8. Communications Protocol:

- a. County Contract Administrator will be the single point of contact for the services according to this Agreement, unless the Administrator appoints a designee for specific tasks within the scope of this Agreement; Accordingly; the term "Contract Administrator" shall mean "Contract Administrator or his designee"
- b. Billing and procedural communications shall be directed to:  
Patricia Vasquez  
Accountant II  
Department of Child Support Services  
752 La Guardia St.  
Salinas, CA. 93905  
T: (831) 769-8723  
F: (831) 796-0232

**B. PAYMENT PROVISIONS**

**I. COMPENSATION/ PAYMENT**

1. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable to the CONTRACTOR under this Agreement is not to exceed the sum of **\$95,000.00. (ninety-five thousand dollars)**
2. Funding and rates:
  - a. This Agreement is funded with Title IV-D combination of Federal and CA State allocations and governed by appropriate articles of California Code of Regulations (CCR) and Code of Federal Regulations (CFR), including fiscal provisions mandated by the U.S. Office of Management and Budget (OMB).
  - b. The Agreement is subject to funding and budgetary restrictions, limitations, and conditions imposed by the State of the Federal Government on the allocations for the programs listed in Paragraph B-I-1-a). In the event of a funding reduction or shortfall, the COUNTY reserves the right to re-negotiate then current rates applicable to the Agreement, and/or reduce the number of installed equipment, including complete termination of services under this Agreement at no additional cost to the COUNTY.

- c. The payment rate is Negotiated Rate (NR), which is a competitive negotiated amount established by the CONTRACTOR through the COUNTY quote form, as detailed in Exhibits B and C:
  - i. The rate for multifunction and printing equipment lease and usage will be established according to Exhibits B & C as follows:
    - 1. Multifunction machines shall be billed based on the quoted monthly lease per each piece of equipment, as well as per-copy charge.
    - 2. FS 4300DN printers will be provided for "\$0.00" lease cost rate, where COUNTY's payment will be based solely on the monthly output for the combined pool of printers. As long as the equipment is in use and in good working order at the County facility, COUNTY will be obligated to make a monthly minimum payment of \$324.00 (three hundred twenty four dollars), which will cover the first 40,000 or less copies produced by the combined printer pool, consisting of eight (8) printers. "Overage", or additional copies in excess of 40,000, shall be billed at the rate of \$0.005 per copy, based on the difference between the current and immediately preceding copy count report.
    - 3. Should the number of equipment be reduced during the term of this Agreement, the monthly minimum payment shall be prorated on the basis of per machine and per calendar day amount for the month of service that equipment was removed from the County Facility, and continue according to the prorated number of machines in service. The last day of service for such equipment shall be the day CONTRACTOR is in receipt of the COUNTY's request to remove, or the last actual day of service, if removed for other reasons.
  - ii. The rate for the fax machine, maintenance, supplies and all other repairs, if not included in service per Exhibits B and C, shall be based on \$125.00 hourly rate and the CONTRACTOR's price of parts and supplies, which the CONTRACTOR certifies to be reasonable, competitive, and not in excess of those charged any other client for the same services performed by the same individuals;
  - iii. The initial term shall commence on the day each particular item is delivered and set-up for service at the COUNTY location. If rent of machines is billed at the beginning of the billing period, the installment of the rent shall be payable monthly in arrears together with the costs per copy for the same billing period per the copy report based on actual data for the period;
  - iv. Quoted rates shall be used during the period of 7/1/2017 through 6/30/2018, and may be increased annually after the anniversary date thereafter, but not to exceed 5% in any single year. The

CONTRACTOR will notify the COUNTY about such increases in writing one month prior to the start of billing period during which the increase becomes effective.

- v. All fees and costs stated herein shall include applicable tax for the City of Salinas, currently 9.25%.

INC 0078752

RECEIVED

Exhibit B

JUN 21 2017



# COUNTY OF MONTEREY, CONTRACTS/PURCHASING DIVISION

168 W. Alisal Street 3<sup>rd</sup> Floor, Salinas CA 93901  
Phone (831) 755-4990

MONTEREY COUNTY  
CHILD SUPPORT SERVICES

## PRINTER/COPIER/MULTIFUNCTION MACHINE QUOTE FORM

Date: 06/19/17	Sales Rep Name: Olegario Gomez
Company Name: Dataflow Business Systems	Sales Rep Phone: 831-759-8760
Company Address: 540 Work St., Suite E, Salinas CA 93901	Sales Rep Signature:

\*NETWORKED:  Yes  No

The following equipment shall be provided on a:  36 month term  24 month term  12 month term  
Term begins on: 07/01/2017

Copier Model:	Kyocera TASKalfa 8001i	\$ 291.45 /month	<p>Note: Do not list standard features as Add-ons.</p> <p>Security Note: The County requires full hard disk encryption and data overwrite capabilities. If these are standard features do not list them as add-ons. However, if add-ons are required to meet these requirements, please list those.</p>
Finisher Model:	DF-790C <u>- STAPLER</u>	\$ 31.74 /month	
Add-on:	PH-7A <u>- FINISH UNIT</u>	\$ 7.50 /month	
Add-on:	PF-770 <u>- DOC FEEDER</u>	\$ 15.96 /month	
Add-on:	Data Security Kit E <u>#4 SIDE</u>	\$ 10.27 /month	
Add-on:	<u>DRUM</u>	\$ /month	
Add-on:		\$ /month	
Add-on:		\$ /month	
Security Add-on:		\$ /month	
Security Add-on:		\$ /month	
Other:		\$ /month	
<b>Total Monthly Rental:</b>		\$ <u>356.92</u> /month	

Monthly Copies Included (if any): 0.00 /month  
Cost-Per-Copy: \$0.005 /Copy Black

- All maintenance and repair costs shall be included in pricing above, including drums & rollers
- All delivery, installation, and machine pick-up shall be included in pricing above
- Toner included as needed (no limitations)  Staples included as needed (no limitations)

Ship To: County of Monterey DCSS  
752 La Guardia St.  
Salinas, CA 93905

Bill To: County of Monterey DCSS  
752 La Guardia St.  
Salinas, CA 93905

Equip Contact: Karsten Rother 796-3657      Billing Contact: Patricia Vasquez 769-8723

\*IF THIS DEVICE WILL BE CONNECTED TO THE COUNTY NETWORK AND USED AS A SHARED PRINTING DEVICE, ITD REVIEW AND APPROVAL IS REQUIRED. PLEASE ROUTE THIS FORM TO "IT SUPPORT SERVICES" TO FACILITATE IT APPROVAL AND ASSURE TIMELY ASSISTANCE FOR INSTALLATION.

ITD Technical and Security Review Approved by: Anna Simon Date: 7/12/17  
(Security review summary shall be attached to this form if machine is networked)

ITD Management Approval: Robert McGuire Date: 7-12-17  
ITD Manager, County of Monterey Information Technology Department



# COUNTY OF MONTEREY, CONTRACTS/PURCHASING DIVISION

JUN 21 2017



168 W. Alisal Street 3<sup>rd</sup> Floor, Salinas CA 93901  
Phone (831) 755-4990

## PRINTER/COPIER/MULTIFUNCTION MACHINE QUOTE FORM

Date:06/19/17	Sales Rep Name: Olegario Gomez
Company Name: Dataflow Business Systems	Sales Rep Phone: 831-759-8760
Company Address: 540 Work St., Suite E, Salinas CA 93901	Sales Rep Signature:

\*NETWORKED:  Yes  No

The following equipment shall be provided on a:  36 month term  24 month term  12 month term  
Term begins on: 07/01/2017

Copier Model:	Kyocera TASKalfa 8001i	\$ 291.45 /month	<p>Note: Do not list standard features as Add-ons.</p> <p>Security Note: The County requires full hard disk encryption and data overwrite capabilities. If these are standard features do not list them as add-ons. However, if add-ons are required to meet these requirements, please list those.</p>
Finisher Model:	DF-790C — <i>STAPLER</i>	\$ 31.74 /month	
Add-on:	PH-7A — <i>PUNCH UNIT</i>	\$ 7.50 /month	
Add-on:		\$ /month	
Add-on:	Data Security Kit E	\$ 10.27 /month	
Add-on:		\$ /month	
Add-on:		\$ /month	
Add-on:		\$ /month	
Security Add-on:		\$ /month	
Security Add-on:		\$ /month	
Other:		\$ /month	
<b>Total Monthly Rental:</b>		\$ <u>340.96</u> /month	

Monthly Copies Included (if any): 0.00 /month  
Cost-Per-Copy: \$0.005 /Copy Black

- All maintenance and repair costs shall be included in pricing above, including drums & rollers
- All delivery, installation, and machine pick-up shall be included in pricing above
- Toner included as needed (no limitations)  Staples included as needed (no limitations)

Ship To: County of Monterey DCSS  
752 La Guardia St.  
Salinas, CA 93905

Bill To: County of Monterey DCSS  
752 La Guardia St.  
Salinas, CA 93905

Equip Contact: Karsten Rother 796-3657      Billing Contact: Patricia Vasquez 769-8723

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ITD Technical and Security Review Approved by: *Anna Simon* Date: 7/12/17  
(Security review summary shall be attached to this form if machine is networked)

ITD Management Approval: *Robby McGuire* Date: 7-12-17  
ITD Manager, County of Monterey Information Technology Department

INC 0078752  
RECEIVED

# COUNTY OF MONTEREY, CONTRACTS/PURCHASING DIVISION

JUN 21 2017



168 W. Alisal Street 3<sup>rd</sup> Floor, Salinas CA 93901  
Phone (831) 755-4990

MONTEREY COUNTY  
CHILD SUPPORT SERVICES

## PRINTER/COPIER/MULTIFUNCTION MACHINE QUOTE FORM

Date: 06/19/17	Sales Rep Name: Olegario Gomez
Company Name: Dataflow Business Systems	Sales Rep Phone: 831-759-8760
Company Address: 540 Work St., Suite E, Salinas CA 93901	Sales Rep Signature:

\*NETWORKED:  Yes  No

The following equipment shall be provided on a:  36 month term  24 month term  12 month term  
Term begins on: 07/01/2017

Copier Model:	(8) Kyocera FS-4300DN	\$ 35.25 /month	<i>each</i> Note: Do not list standard features as Add-ons.  Security Note: The County requires full hard disk encryption and data overwrite capabilities. If these are standard features do not list them as add-ons. However, if add-ons are required to meet these requirements, please list those.
Finisher Model:		\$ /month	
Add-on:	PF-320 (500 Sheet Paper Tray)	\$ 5.25 /month	
Add-on:		\$ /month	
Add-on:		\$ /month	
Add-on:		\$ /month	
Add-on:		\$ /month	
Add-on:		\$ /month	
Security Add-on:		\$ /month	
Security Add-on:		\$ /month	
Other:		\$ /month	
<b>Total Monthly Rental:</b>		\$ 40.50 /month	<i>each</i>

Monthly Copies Included (if any): 0.00 /month  
Cost-Per-Copy: \$0.005 /Copy Black

- All maintenance and repair costs shall be included in pricing above, including drums & rollers
- All delivery, installation, and machine pick-up shall be included in pricing above
- Toner included as needed (no limitations)  Staples included as needed (no limitations)

Ship To: County of Monterey DCSS  
752 La Guardia St.  
Salinas, CA 93905

Bill To: County of Monterey DCSS  
752 La Guardia St.  
Salinas, CA 93905

Equip Contact: Karsten Rother 796-3657      Billing Contact: Patricia Vasquez 769-8723

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ITD Technical and Security Review Approved by:  Date: 7/12/17  
(Security review summary shall be attached to this form if machine is networked)

ITD Management Approval:  Date: 7-12-17  
ITD Manager, County of Monterey Information Technology Department

INC 00 78752  
**RECEIVED**

JUN 21 2017



# COUNTY OF MONTEREY, CONTRACTS/PURCHASING DIVISION

MONTEREY COUNTY  
CHILD SUPPORT SERVICES

168 W. Alisal Street 3<sup>rd</sup> Floor, Salinas CA 93901  
Phone (831) 755-4990

## PRINTER/COPIER/MULTIFUNCTION MACHINE QUOTE FORM

Date: 06/19/17	Sales Rep Name: Olegario Gomez
Company Name: Dataflow Business Systems	Sales Rep Phone: 831-759-8760
Company Address: 540 Work St., Suite E, Salinas CA 93901	Sales Rep Signature:

\*NETWORKED:  Yes  No

The following equipment shall be provided on a:  36 month term  24 month term  12 month term  
Term begins on: 07/01/2017

Copier Model:	Kyocera TASKalfa 3501i	\$ 86.12 /month	<p>Note: Do not list standard features as Add-ons.</p> <p>Security Note: The County requires full hard disk encryption and data overwrite capabilities. If these are standard features do not list them as add-ons. However, if add-ons are required to meet these requirements, please list those.</p>
Finisher Model:		\$ /month	
Add-on:	DP-770C Document Processor	\$ 15.96 /month	
Add-on:	Copier Cabinet	\$ 6.31 /month	
Add-on:	Data Security Kit E	\$ 10.27 /month	
Add-on:		\$ /month	
Add-on:		\$ /month	
Add-on:		\$ /month	
Security Add-on:		\$ /month	
Security Add-on:		\$ /month	
Other:		\$ /month	
<b>Total Monthly Rental:</b>		\$ 118.96 /month	

Monthly Copies Included (if any): 0.00 /month  
Cost-Per-Copy: \$0.005 /Copy Black

- All maintenance and repair costs shall be included in pricing above, including drums & rollers
- All delivery, installation, and machine pick-up shall be included in pricing above
- Toner included as needed (no limitations)  Staples included as needed (no limitations)

Ship To: County of Monterey DCSS Bill To: County of Monterey DCSS  
752 La Guardia St. 752 La Guardia St.  
Salinas, CA 93905 Salinas, CA 93905

Equip Contact: Karsten Rother 796-3657 Billing Contact: Patricia Vasquez 769-8723

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ITD Technical and Security Review Approved by: Anita Simon Date: 7/12/17  
(Security review summary shall be attached to this form if machine is networked)

ITD Management Approval: Robert McGuire Date: 7-12-17  
ITD Manager, County of Monterey Information Technology Department

JUN 21 2017

COUNTY OF MONTEREY, CONTRACTS/PURCHASING DIVISION

MONTEREY COUNTY CHILD SUPPORT SERVICES

168 W. Alisal Street 3rd Floor, Salinas CA 93901 Phone (831) 755-4990



PRINTER/COPIER/MULTIFUNCTION MACHINE QUOTE FORM

Form with fields: Date:06/19/17, Sales Rep Name: Olegario Gomez, Company Name: Dataflow Business Systems, Sales Rep Phone: 831-759-8760, Company Address: 540 Work St., Suite E, Salinas CA 93901, Sales Rep Signature: [Handwritten Signature]

\*NETWORKED: [ ] Yes [X] No

The following equipment shall be provided on a: [X] 36 month term [ ] 24 month term [ ] 12 month term Term begins on: 07/01/2017

Table with columns: Copier Model, Add-on, Security Add-on, Other, Total Monthly Rental. Includes items like Kyocera TASKalfa 3501i, DP-770C Document Processor, Copier Cabinet, Data Security Kit E, Fax System W, DF-770 Document Finisher AK-731. Total Monthly Rental: \$155.65/month.

Note: Do not list standard features as Add-ons. Security Note: The County requires full hard disk encryption and data overwrite capabilities. If these are standard features do not list them as add-ons. However, if add-ons are required to meet these requirements, please list those.

Monthly Copies Included (if any): 0.00 /month Cost-Per-Copy: \$0.005 /Copy Black

- [X] All maintenance and repair costs shall be included in pricing above, including drums & rollers
[X] All delivery, installation, and machine pick-up shall be included in pricing above
[X] Toner included as needed (no limitations) [ ] Staples included as needed (no limitations)

Ship To: County of Monterey DCSS, 752 La Guardia St., Salinas, CA 93905 Bill To: County of Monterey DCSS, 752 La Guardia St., Salinas, CA 93905

Equip Contact: Karsten Rother 796-3657 Billing Contact: Patricia Vasquez 769-8723

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ITD Technical and Security Review Approved by: [Signature] Date: 7-12-17 (Security review summary shall be attached to this form if machine is networked)

ITD Management Approval: [Signature] Date: 7-12-17 ITD Manager, County of Monterey Information Technology Department

JUN 21 2017

COUNTY OF MONTEREY, CONTRACTS/PURCHASING DIVISION

MONTEREY COUNTY CHILD SUPPORT SERVICES



168 W. Alisal Street 3rd Floor, Salinas CA 93901 Phone (831) 755-4990

PRINTER/COPIER/MULTIFUNCTION MACHINE QUOTE FORM

Form with fields for Date, Company Name, Address, Sales Rep Name, Phone, and Signature.

\*NETWORKED: [ ] Yes [X] No

The following equipment shall be provided on a: [X] 36 month term [ ] 24 month term [ ] 12 month term Term begins on: 07/01/2017

Table with columns for Copier Model, Add-on, Security Add-on, Other, and Total Monthly Rental. Includes a note about standard features and a security note about encryption.

Monthly Copies Included (if any): 0.00 /month Cost-Per-Copy: \$0.005 /Copy Black

- Checkboxes for maintenance, delivery, toner, and staples.

Ship To: County of Monterey DCSS, 752 La Guardia St., Salinas, CA 93905. Bill To: County of Monterey DCSS, 752 La Guardia St., Salinas, CA 93905.

Equip Contact: Karsten Rother 796-3657 Billing Contact: Patricia Vasquez 769-8723

\*IF THIS DEVICE WILL BE CONNECTED TO THE COUNTY NETWORK AND USED AS A SHARED PRINTING DEVICE, ITD REVIEW AND APPROVAL IS REQUIRED. PLEASE ROUTE THIS FORM TO "IT SUPPORT SERVICES" TO FACILITATE IT APPROVAL AND ASSURE TIMELY ASSISTANCE FOR INSTALLATION.

ITD Technical and Security Review Approved by: [Signature] Date: 7-12-17

ITD Management Approval: [Signature] Date: 7-12-17 ITD Manager, County of Monterey Information Technology Department

JUN 21 2017



# COUNTY OF MONTEREY, CONTRACTS/PURCHASING DIVISION

MONTEREY COUNTY  
CHILD SUPPORT SERVICES

168 W. Alisal Street 3<sup>rd</sup> Floor, Salinas CA 93901  
Phone (831) 755-4990

## PRINTER/COPIER/MULTIFUNCTION MACHINE QUOTE FORM

Date: 06/19/17	Sales Rep Name: Olegario Gomez
Company Name: Dataflow Business Systems	Sales Rep Phone: 831-759-8760
Company Address: 540 Work St., Suite E, Salinas CA 93901	Sales Rep Signature:

\*NETWORKED:  Yes  No

The following equipment shall be provided on a:  36 month term  24 month term  12 month term  
Term begins on: 07/01/2017

Copier Model:	Kyocera TASKalfa 3501i	\$ 86.12 /month	<p>Note: Do not list standard features as Add-ons.</p> <p>Security Note: The County requires full hard disk encryption and data overwrite capabilities. If these are standard features do not list them as add-ons. However, if add-ons are required to meet these requirements, please list those.</p>
Finisher Model:		\$ /month	
Add-on:	DP-770C Document Processor	\$ 15.96 /month	
Add-on:	Copier Cabinet	\$ 6.31 /month	
Add-on:	Data Security Kit E	\$ 10.27 /month	
Add-on:	Fax System W	\$ 16.35 /month	
Add-on:	DF-770 Document Finisher AK-731	\$ 20.64 /month	
Add-on:		\$ /month	
Security Add-on:		\$ /month	
Security Add-on:		\$ /month	
Other:		\$ /month	
<b>Total Monthly Rental:</b>		\$ 155.65 /month	

Monthly Copies Included (if any): 0.00 /month  
Cost-Per-Copy: \$0.005 /Copy Black

- All maintenance and repair costs shall be included in pricing above, including drums & rollers
- All delivery, installation, and machine pick-up shall be included in pricing above
- Toner included as needed (no limitations)  Staples included as needed (no limitations)

Ship To: County of Monterey DCSS Bill To: County of Monterey DCSS  
752 La Guardia St. 752 La Guardia St.  
Salinas, CA 93905 Salinas, CA 93905

Equip Contact: Karsten Rother 796-3657 Billing Contact: Patricia Vasquez 769-8723

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ITD Technical and Security Review Approved by: Date: 7-12-17  
(Security review summary shall be attached to this form if machine is networked)

ITD Management Approval: Date: 7-12-17  
ITD Manager, County of Monterey Information Technology Department

JUN 21 2017

COUNTY OF MONTEREY, CONTRACTS/PURCHASING DIVISION

MONTEREY COUNTY CHILD-SUPPORT SERVICES

168 W. Alisal Street 3rd Floor, Salinas CA 93901 Phone (831) 755-4990



PRINTER/COPIER/MULTIFUNCTION MACHINE QUOTE FORM

Form with fields: Date:06/19/17, Sales Rep Name: Olegario Gomez, Company Name: Dataflow Business Systems, Sales Rep Phone: 831-759-8760, Company Address: 540 Work St., Suite E, Salinas CA 93901, Sales Rep Signature: [Signature]

\*NETWORKED: [ ] Yes [X] No

The following equipment shall be provided on a: [X] 36 month term [ ] 24 month term [ ] 12 month term Term begins on: 07/01/2017

Table with columns: Copier Model, Finisher Model, Add-on, Security Add-on, Other, Total Monthly Rental. Includes a 'Note: Do not list standard features as Add-ons.' and a 'Security Note: The County requires full hard disk encryption and data overwrite capabilities...'.

Monthly Copies Included (if any): 0.00 /month Cost-Per-Copy: \$0.005 /Copy Black

- [X] All maintenance and repair costs shall be included in pricing above, including drums & rollers [X] All delivery, installation, and machine pick-up shall be included in pricing above [X] Toner included as needed (no limitations) [ ] Staples included as needed (no limitations)

Ship To: County of Monterey DCSS 752 La Guardia St. Salinas, CA 93905 Bill To: County of Monterey DCSS 752 La Guardia St. Salinas, CA 93905

Equip Contact: Karsten Rother 796-3657 Billing Contact: Patricia Vasquez 769-8723

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ITD Technical and Security Review Approved by: [Signature] Date: 7-12-17 (Security review summary shall be attached to this form if machine is networked)

ITD Management Approval: [Signature] Date: 7-12-17 ITD Manager, County of Monterey Information Technology Department