

COUNTY OF MONTEREY STANDARD AGREEMENT

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

Smile Business Products, 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:

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 installation, lease, equipment maintenance, repair, servicing support to all Health Department facilities, as needed and requested.

2.0 PAYMENT PROVISIONS:

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 shall not exceed the sum of: \$650,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2022 to June 30, 2025, 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:

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 Other: Exhibit B, Existing Equipment
Exhibit C, Monterey County ITD Printer/Copier/Multifunction Machine
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 in this paragraph. 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:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

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.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 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.

☒ **Agreement Over \$100,000 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 or Bodily Injury and Property Damage of not less than \$1,000,000 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 always 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

Smile Business Products, Inc.

Term: 07/01/2022 - 06/30/2025

NTE: \$650,000

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.
- 10.5 **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:

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

Smile Business Products, Inc.

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:

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 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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.

15.0 NOTICES:

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:

FOR COUNTY:	FOR CONTRACTOR:
Juanita Sanders, Management Analyst II	Cathy Hetherington, Chief Operating Officer
Name and Title	Name and Title
1270 Natividad Rd. Salinas, CA. 93906	1550 Moffett St., Salinas, CA. 93905
Address	Address
831.755.5494	916.481.7695
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **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.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.

- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

stacy saetta

County Counsel
Chief Deputy County Counsel.

Date: 10/21/2022 | 4:26 PM PDT

Approved as to Fiscal Provisions

By: _____

DocuSigned by:
Burcu Mousa
811C333563B9474...

Burcu Mousa

Auditor/Controller
Assistant Auditor-Controller

Date: 10/21/2022 | 6:45 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Risk Management

Date: _____

CONTRACTOR

Smile Business Products, Inc.

DocuSigned by: Contractor/Business Name *

Cathy Hetherington

8DAA67EF8B88437...

By: _____

(Signature of Chair, President, or Vice-President)

Cathy Hetherington

VP of Operations

Name and Title

Date: 10/13/2022 | 10:40 AM PDT

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹Approval by County Counsel is required²Approval by Auditor-Controller is required³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Smile Business Products, Inc.
Term: 07/01/2022 - 06/30/2025
NTE: \$650,000

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form

Office of the County Counsel

Leslie J. Girard, County Counsel

By:

County Counsel

Date:

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

Approved as to Liability Provisions

Office of the County Counsel-Risk Manager

Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Management

Date:

CONTRACTOR

Smile Business Products, Inc.

DocuSigned by: Contractor/Business Name *

Cathy Hetherington

8DAA67EF8B88437...

By:

(Signature of Chair, President, or Vice-President)

Cathy Hetherington

VP of Operations

Name and Title

Date: 10/13/2022 | 10:40 AM PDT

DocuSigned by:

Jessica Scott

2388BFED6540498...

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jessica Scott

Treasurer

Name and Title

Date: 10/18/2022 | 2:36 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND SMILE BUSINESS PRODUCTS, INC.

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “County”) and **SMILE BUSINESS PRODUCTS, INC.** (hereinafter “CONTRACTOR”). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 1.0.

Section 1.0, GENERAL DESCRIPTION, of the Agreement shall be amended and restated as follows:

“1.0. GENERAL DESCRIPTION; TERMINATION OF PRIOR AGREEMENTS:

1.01. General Description.

The County hereby engages CONTRACTOR to perform, and CONTRACTOR 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 installation, lease, equipment maintenance, repair, servicing support to all Health Department facilities, as needed and requested, as described in Exhibit A, Scope of Services.

1.02. Termination of Prior Agreements.

County and CONTRACTOR previously entered into that certain

a. Smile Business Products, Inc. Agreement (Commercial Retail Installment Contract) effective July 1, 2022:

- i. Copier (Model: SHARP MX-4071) at 1441 Schilling Place, North Wing, Salinas, Ca. 93901, existing CONTRACTOR-Owned equipment and services as described in **Exhibit A.****

Smile Business Products, Inc.
Term ending, 06/30/2025
NTE: \$650,000

b. Smile Business Products, Inc. Agreement (Commercial Retail Installment Contract) effective March 1, 2022:

- i. Copier (Model: SHARP MX-3571)** at 1441 Schilling Place, South Building, Salinas, Ca. 93901, existing CONTRACTOR-Owned equipment and services as described in **Exhibit A.** (the “Prior Agreements”). County and CONTRACTOR wish to mutually terminate all obligations between the parties arising from the Prior Agreements, effective as of the Upon Execution Date of this Agreement. Therefore, as of the Upon Execution of this Agreement, County and CONTRACTOR agree that the Prior Agreements are unconditionally terminated in their entirety and shall have no further force and effect.”

******* THIS SECTION INTENTIONALLY LEFT BLANK *******

*******SIGNATURE PAGE TO FOLLOW*******

Smile Business Products, Inc.
Term ending, 06/30/2025
NTE: \$650,000

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Smile Business Products, Inc.

Approved: _____
Signed by:

Cathy Hetherington

By: 8DAA67EF8B88437...

(Signature of Chair, President, or Vice-President)

Cathy Hetherington VP of Operations

Name and Title

Date: 10/13/2022 | 10:40 AM PDT

Approved:

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasure)

Name and Title

Date: _____

COUNTY OF MONTEREY

Approved as to Form:

Stacy Saetta

By: C0ECE1B99F444A9... Stacy Saetta

Deputy County Counsel
Chief Deputy County Counsel.

Date: 10/21/2022 | 4:26 PM PDT

Approved: _____
Signed by:

Burcu Mousa

By: 811C333563B9474... Burcu Mousa

Auditor/Controller
Assistant Auditor-Controller

Date: 10/21/2022 | 6:45 PM PDT

Approved:

By: _____

Director of Health

Date: _____

Approved:

By: _____

Contracts/Purchasing Officer

Date: _____

Smile Business Products, Inc.
Term ending, 06/30/2025
NTE: \$650,000

EXHIBIT A

**To Agreement by and between
Monterey County Health Department, 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 Health 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 *Rich Wagreich, Departmental Information Systems Manager, II* and *Juanita Sanders, Administration Management Analyst, II*, in accordance with the schedule above.

***** SECTION INTENTIONALLY LEFT BLANK *****

Smile Business Products, Inc.
Term: 07/01/2022 – 06/30/2025
NTE: \$650,000

B. INVENTORY/EXISTING EQUIPMENT

B.1 Health Department 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

County shall pay an amount not to exceed **\$650,000** 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 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.

EXHIBIT B

EXISTING EQUIPMENT

CLINIC SERVICES – LEASED EQUIPMENT

Equipment Location	Address	City	Zip	Equip. No.	Serial number	Model	Covered copies	Covered copies Post-Moves	Monthly Rental Base	Base Monthly Rental Rate Post-Moves	Meter	Rate	Rate Post-Moves
Bienestar Clinic	1441 Constitution Blvd	SALINAS	93906	M0670	85010767	MX-M3050	3,000	3,000	\$ 123.46	\$ 162.53	BW	\$ 0.00640	\$ 0.00640
Internal Medicine Bldg 151 Team D Area	1441 Constitution Blvd	SALINAS	93906	C1937	95008624	MX-M4070N	0		\$ 182.15		BW	\$ 0.00750	
Seaside Family Health - Clean Utilities Room 9	1156 Fremont Blvd	SEASIDE	93955	C9121	95021138	MX-M3571	3,000		\$ 191.89		BW	\$ 0.00640	
Seaside Family Health - 2.12 Reception	1156 Fremont Blvd	SEASIDE	93955	C9119	95020768	MX-M3571	10,000		\$ 236.69		BW	\$ 0.00640	
Clinic Services Center South 1st Floor	1441 Schilling Place	SALINAS	93901	C9115	95014128	MX-M3051	3,000		\$ 123.46		BW	\$ 0.00640	
Seaside Family Health 2.11 Reception	1156 Fremont Blvd	SEASIDE	93955	C9120	95021658	MX-M3571	10,000		\$ 236.69		BW	\$ 0.00640	
INTERNAL MEDICINE - Building 151	1441 Constitution Blvd	SALINAS	93906	C9430	9301287Y	MX-M4071	4,000		\$ 220.11		BW	\$ 0.00640	
LAUREL PEDIATRIC CLINIC Building 200 Suite 101	1441 Constitution Blvd	SALINAS	93906	C9432	9301326Y	MX-M4071	4,000		\$ 220.11		BW	\$ 0.00640	
LAUREL PEDIATRIC CLINIC Building 200 Suite 103	1441 Constitution Blvd	SALINAS	93906	C9429	9301328Y	MX-M4071	4,000		\$ 220.11		BW	\$ 0.00640	
Natividad Medical Center - Nido Clinic Main Office Bldg 760	1441 Constitution Blvd	SALINAS	93906	C9451	9301054Y	MX-M3571	5,000		\$ 247.66		BW	\$ 0.00640	
Clinic Services Division South 1st Floor	1441 Schilling Place	SALINAS	93901	C1712	85005490	MX-M7570	10,000		\$ 420.32		BW	\$ 0.00500	
Marina Health Clinic	3155 De Forest Avenue	MARINA	93933	C9658	03006931	MX-M3571	5,000		\$ 204.88		BW	\$ 0.00640	
Clinic Admin Services Suite 140	1615 Bunker Hill Way	SALINAS	93906	M1071	03036325	MX-5071	6,000	6,000	\$ 442.91	\$ 419.11	BW	\$ 0.00770	\$ 0.00770
							2,500	3,000			CLR	\$ 0.05240	\$ 0.00456
Alisal Health Center Family Practice Suite 201	559 East Alisal Street 2nd Floor	SALINAS	93905	C9688	03005914	MX-M4071	5,000		\$ 211.80		BW	\$ 0.00640	
Alisal Health Center- Med. Rec: Suite 203***MAIN FAX***	559 East Alisal Street 2nd Floor	SALINAS	93905	C9689	03006004	MX-M4071	5,000		\$ 223.21		BW	\$ 0.00640	
Alisal Health Center PSR Area/ Front Desk	559 East Alisal Street 2nd Floor	SALINAS	93905	C9691	03000813	MX-M3051	1,000		\$ 106.21		BW	\$ 0.00750	
Laurel Family Practice	1441 Constitution Blvd Bldg 400 3rd Floor	SALINAS	93906	C8256	13034441	MX-M3571	3,000		\$ 197.69		BW	\$ 0.00640	
Laurel Family Practice	1441 Constitution Blvd Bldg 400 3rd Floor	SALINAS	93906	C8258	13034191	MX-M3571	3,000		\$ 197.69		BW	\$ 0.00640	
Laurel Family Practice	1441 Constitution Blvd Bldg 400 3rd Floor	SALINAS	93906	C8254	13012133	MX-M6071	7,500		\$ 272.28		BW	\$ 0.00610	
Laurel Vista	1441 Constitution Blvd Bldg 400 3rd Floor	SALINAS	93906	c8272	13019994	MX-M5071	5,000		\$ 231.91		BW	\$ 0.00640	
Laurel Internal Medicine Admin Bldg 151	1441 Constitution Blvd	SALINAS	93906	C2510	15007426	MX-M5071	5,000		\$ 233.80		BW	\$ 0.00630	
Clinic Services Pediatrics Back Office Bldg 200 Suite 105	1441 Constitution Blvd	SALINAS	93906	C8361	15010856	MX-M3571	3,000		\$ 199.67		BW	\$ 0.00640	
Marina Int. Clinic	299 12th Street	MARINA	93933	C8468	465109121RV	MX-B557F	1,000		\$ 122.76		BW	\$ 0.00640	
									\$ 5,067.46	\$ 5,082.73			

CLINIC SERVICES – COUNTY OWNED EQUIPMENT

Equip. location	Address	City	Zip	Equipment number	Serial number	Model	Covered copies	Monthly Rental Base	Meter	Rate
Room 27	1156 Fremont Blvd	SEASIDE	93955	C0283	73014833	MX-C300W	0	\$ -	BW	\$ 0.01350
							0		CLR	\$ 0.06500
Room 24	1156 Fremont Blvd	SEASIDE	93955	C0277	73014875	MX-C300W	0	\$ -	BW	\$ 0.01350
							0		CLR	\$ 0.06500
Room 51	1156 Fremont Blvd	SEASIDE	93955	C0299	73015265	MX-C300W	0	\$ -	BW	\$ 0.01350
							0		CLR	\$ 0.06500
Team Area B 31	1156 Fremont Blvd	SEASIDE	93955	C0298	73015295	MX-C300W	0	\$ -	BW	\$ 0.01350
							0		CLR	\$ 0.06500
Team Area A 18	1156 Fremont Blvd	SEASIDE	93955	C0280	73014853	MX-C300W	0	\$ -	BW	\$ 0.01350
							0		CLR	\$ 0.06500
Alisal Health Prog.	559 East Alisal Street, Suite B-201	SALINAS	93905	C1021	7301131Y	MX-C300W	1,000	\$ -	BW	\$ 0.01210
							500		CLR	\$ 0.05310

EXHIBIT B

EXISTING EQUIPMENT

BEHAVIORAL HEALTH - LEASED EQUIPMENT

Equipment Location	Address	City	Zip	Equip. No.	Serial number	Model	Covered copies	Covered copies Post-Moves	Monthly Rental Base	Base Monthly Rental Rate Post-Moves	Meter	Rate	Rate Post-Moves
Behavioral Health Bldg 400 Suite 200 ACCESS	1441 Constitution Blvd	SALINAS	93906	C8429	15012187	MX-M5071	5,000		\$ 254.88		BW	\$0.00630	
Behavioral Health - Drug Court	118 West Gabilan Street	SALINAS	93901	C9618	0F014803	MX-B376W	1,000		\$ 85.40		BW	\$0.00800	
Behavioral Health Dept. Doctor's Workroom	299 12th Street	MARINA	93933	C9868	95014580	MX-M2651	3,000		\$ 147.31		BW	\$0.00700	
Behavioral Health Clinician's Workroom	299 12th Street	MARINA	93933	C9871	03006987	MX-6071	6,000		\$ 473.41		BW	\$0.00770	
							3,000				CLR	\$0.04560	
2nd Floor	1870 North Main Street	SALINAS	93906	C9854	03009915	MX-M4071	4,000		\$ 211.01		BW	\$0.00640	
Behavioral Health Dept.													
Front Office	299 12th Street	MARINA	93933	C9885	03007319	MX-M4071	5,000		\$ 200.90		BW	\$0.00640	
Office #120	1870 North Main Street	SALINAS	93906	C9855	03010145	MX-M4071	4,000		\$ 211.01		BW	\$0.00640	
Soledad Clinic	359 Gabilan Drive	SOLEDAD	93960	C9882	03004338	MX-M3571	5,000		\$ 196.29		BW	\$0.00640	
Behavioral Health Suite 70	200 Broadway Street	KING CITY	93930	C2190	03007609	MX-M4071	5,000		\$ 195.30		BW	\$0.00640	
Behavioral Health Suite 88	200 Broadway Street	KING CITY	93930	C2199	03002430	MX-M3571	3,000		\$ 158.59		BW	\$0.00640	
							3,000				CLR	\$0.04560	
Quality Assurance Suite 120	1611 Bunker Hill	SALINAS	93906	C2257	03025860	MX-5071	6,000		\$ 419.11		BW	\$0.00770	
Bldg 400, Ste 200, Rm 231 Access Services	1441 Constitution Blvd	SALINAS	93906	C2259	0302096X	MX-M5071	5,000		\$ 229.12		BW	\$0.00630	
							3,000				CLR	\$0.04560	
Administration Ste107-108	1270 Natividad Road	SALINAS	93906	C2264	0302286X	MX-5071	6,500		\$ 422.96		BW	\$0.00770	
Children's Clinic	951-B Blanco Circle	SALINAS	93901	C2265	0302092X	MX-M5071	5,000		\$ 223.51		BW	\$0.00630	
Children's Clinic	957 Blanco Circle	SALINAS	93901	C2260	0304482X	MX-M3571	5,000		\$ 202.09		BW	\$0.00640	
Children's Clinic Ste 210-B	1000 South Main Street	SALINAS	93906	C2263	0303377X	MX-3571	1,250		\$ 293.23		CLR	\$0.04560	
							3,000				BW	\$0.00770	
Children's Clinic Suite 105	1000 South Main Street	SALINAS	93906	C2262	0303680X	MX-M4071	4,000		\$ 200.31		BW	\$0.00640	
Adult System of Care Bldg 400 Ste 202 ASOC	1441 Constitution Blvd	SALINAS	93906	C2324	0302053X	MX-M5071	5,000		\$ 223.51		BW	\$0.00630	
AB109 Program	20 E. Alisal Street	SALINAS	93901	C2430	0301237y	MX-M3071	3,000		\$ 183.23		BW	\$0.00640	
1st Floor	1870 North Main Street	SALINAS	93906	C9855	0301045	MX-M4071	4000		\$ 211.01		BW	\$0.00640	
Crisis Services	1441 Consitution (Crisis Svcs)	SALINAS	93906	C8487	15041300	MX-3571	2500		\$ 284.33		CLR	\$0.04560	
							1250				BW	\$0.00770	
One Stop Center	La Guardia	SALINAS	93905	C2445	303842	MX-3071		2500		\$ 247.24	BW		\$0.00770
								1250			CLR		\$0.04560
									\$ 5,026.51	\$ 5,273.75			

EXHIBIT B

EXISTING EQUIPMENT

PUBLIC HEALTH - LEASED EQUIPMENT

Customer name	Equipment Location	Address	City	Zip	Equip. No.	Serial number	Model	Covered copies	Covered copies Post-Moves	Monthly Rental Base	Base Monthly Rental Rate Post-Moves	Meter	Rate	Rate Post-Moves
Monterey County - Health Department	Laboratory	1270 Natividad Road	SALINAS	93906	C0054	73017334	MX-C301W	0	500	\$ 66.83	\$ 118.46	CLR	\$ 0.06500	\$ 0.05310
								0	750			BW	\$ 0.01350	\$ 0.01110
Monterey County - Health Department	Public Health Vital Records	1270 Natividad Road	SALINAS	93906	C9667	03003024	MX-M3071	3000	3000	\$ 162.53	\$ 190.99	BW	\$ 0.00640	\$ 0.00640
Monterey County - Health Department	Room 405 Copy Room	1441 Schilling Place	SALINAS	93901	C9677	95121334	MX-5071	3000	3000	\$ 419.11	\$ 453.36	CLR	\$ 0.04560	\$ 0.04560
								6000	6000			BW	\$ 0.00770	\$ 0.00770
Monterey County Health Department, WIC Program	WIC Program	632 East Alisal Street, 2nd Floor	SALINAS	93905	C2261	0302276X	MX-3571	1250		\$ 287.59		CLR	\$ 0.04560	
								2500				BW	\$ 0.00770	
Monterey County - Health Department WIC Program	WIC Program	355 Gabilan Drive	SOLEDAD (UNIC)	93960	C2444	03025729	MX-3071	1250		\$ 247.24		CLR	\$ 0.04560	
								2500				BW	\$ 0.00770	
Monterey County - Health Department	Public Health Laboratory	1270 Natividad Road	SALINAS	93906	C2445	0303842Y	MX-3071	2500	2500	\$ 247.24	\$ 287.25	BW	\$ 0.00770	\$ 0.04560
								1250	1250			CLR	\$ 0.04560	\$ 0.00770
Monterey County Health Department, WIC Program	1st Floor	632 East Alisal Street, 2nd Floor	SALINAS	93905	C8146	5701910500	MX-B427W	1000	1000	\$ 51.44	\$ 89.41	BW	\$ 0.01750	\$ 0.00800
										\$ 1,481.98	\$ 1,674.30			

ENVIRONMENTAL HEALTH - LEASED EQUIPMENT

Customer name	Equipment Location	Address	City	Zip	Equip. No.	Serial number	Model	Covered copies	Covered copies Post-Moves	Monthly Rental Base	Base Monthly Rental Rate Post-Moves	Meter	Rate	Rate Post-Moves
Enviromental Health	Environmental Health 1st Fl	1270 Natividad Road	SALINAS	93906	C9438	9303875Y	MX-4071	4,000	2,500	\$ 339.75	\$ 287.25	BW	\$ 0.00770	\$ 0.00770
Monterey County - Health Department Enviromental Health								2,000	1,250			CLR	\$ 0.04560	\$ 0.04560
Animal Services	Animal Services	160 Hitchcock Road	SALINAS	93908	C9359	9511936X	MX-3051	0	1,250	\$ 131.45	\$ 248.18	CLR	\$ 0.05240	\$ 0.04560
								0	2,500			BW	\$ 0.00890	\$ 0.00770
Environmental Division	Environmental Health	200 Broadway Suite 70	KING CITY	93930	C1399	83014467	MX-C301W MF	1,000	750	\$ 102.34	\$ 118.46	BW	\$ 0.01210	\$ 0.01110
Monterey County - Health Department Environmental D		200 Broadway Suite 70	KING CITY	93930	C1399	83014467		500	500	\$ 102.34		CLR	\$ 0.05310	\$ 0.05310
Enviromental Health	Suite #007	1200 Aguajito Road	MONTEREY	93940	C8255	15067964	MX-3071	2,500	2,500	\$ 348.16	\$ 248.18	BW	\$ 0.00770	\$ 0.00770
										\$ 1,024.04	\$ 902.07			

EXHIBIT B
EXISTING EQUIPMENT

ADMINISTRATION/HUMAN RESOURCES - LEASED EQUIPMENT

Customer name	Equipment Location	Address	City	Zip	Equip. No.	Serial number	Model	Covered copies	Covered copies Post-Moves	Monthly Rental Base	Base Monthly Rental Rate Post-Moves	Meter	Rate	Rate Post-Moves
Health Administration J. De La Paz	Room 265	1270 Natividad Road	SALINAS	93906	C0754	73015689	MX-C300W	0	500	\$ 47.21	\$ 118.46	CLR	\$0.06500	\$0.05310
								0	750			BW	\$0.01350	\$0.01110
Health Administration	First Floor	1270 Natividad Road	SALINAS	93906					3000		\$ 481.05	CLR		\$0.04560
									6000			BW		\$0.00770
Health Administration	HR Copy Room	1270 Natividad Road	SALINAS	93906					3000		\$ 481.05	CLR		\$0.04560
									6000			BW		\$0.00770
										\$ 47.21	\$ 1,080.56			

EMS - LEASED EQUIPMENT

Customer name	Equipment Location	Address	City	Zip	Equip. No.	Serial number	Model	Covered copies	Covered copies Post-Moves	Monthly Rental Base	Base Monthly Rental Rate Post-Moves	Meter	Rate	Rate Post-Moves
Monterey County - Health Department EMS Schilling	SOUTH BUILDING	1441 Schilling Place North Bldg	Salinas	93901	C8336	23015361	MX-3571	2,500		\$ 341.29	N/A	B\W	\$ 0.00770	
								1,250				Color	\$ 0.04560	

PUBLIC GUARDIAN - LEASED EQUIPMENT

Customer name	Equipment Location	Address	City	Zip	Equip. No.	Serial number	Model	Covered copies	Covered copies Post-Moves	Monthly Rental Base	Base Monthly Rental Rate Post-Moves	Meter	Rate	Rate Post-Moves
Monterey County Health Department - Public Guardian	Public Guardian	1441 Schilling Place - North Wing	Salinas	93901	C2275	0301349X	MX-4071	1000		\$ 331.46	N/A	Color	\$ 0.05240	
								2000			B\W	\$ 0.00890		
										\$ 331.46	\$ 331.46			

COUNTY OF MONTEREY, CONTRACTS/PURCHASING DIVISION

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



PRINTER/COPIER/MULTIFUNCTION MACHINE QUOTE FORM

Date:	Sales Rep Name:
Company Name: Smile Business Products, Inc.	Sales Rep Phone:
Company Address 1550 Moffett Street Salinas, CA 93905	Sales Rep Signature:

The following equipment shall be provided on a; ☐ 36 month term ☐ 24 month term ☐ 12 month term
***NETWORKED:** ☒ Yes ☐ No

Copier Model:			<u>Note:</u> Do not list standard features as Add-ons. <u>Security Note:</u> 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:			
Add-on:			
Add-on:			
Add-on:			
Add-on:			
Add-on:			
Add-on:			
Security Add-on:			
Total Monthly Rental:			

Monthly Copies Included (if any): **Black (units)** **Color (units)**

Cost-Per-Copy: **Black (price)** **Color price)**

- ☒ 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: Bureau/Department must be listed. **Bill To: Mo. Co. Health Dept**

Equip Contact: **TBD**

Billing Contact:

For Meter Reading: TBD

 *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: _____ Date: _____
 (Security review summary shall be attached to this form if machine is networked)

ITD Management Approval: ITD Manager, County of Monterey Information Technology Department