

**COUNTYWIDE SERVICE AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
Monterey Bay Office Products, Inc. dba MBS Business Systems
COUNTYWIDE PRINTING COPIER MULTIFUNCTION MACHINE LEASE AND
MAINTENANCE SUPPLIES**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and **Monterey Bay Office Products dba MBS Business Systems**, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, County has accepted proposals to provide Countywide Printing Copier Multifunction Machine Lease and Maintenance Supplies Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR’s proposal, the County hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

DATED, 9/23/2024, including all attachments and exhibits, and
CONTRACTOR’s Proposal dated 10/23/2024.

1.2 These documents are on file with the Contracts/Purchasing Division.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR’s Proposal, including all attachments and exhibits 1.

- 1.4 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.
- 1.5 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.
- 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 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.

2.0 SCOPE OF WORK/SERVICE

- 2.1 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A and Exhibit B** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide Countywide Printing Copier Multifunction Machine Lease and Maintenance to the COUNTY in accordance to outlined in all written submitted proposals hereto as part of the AGREEMENT.

2.2 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

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

- 2.2.1 COUNTY Department Administrator renting, or leasing the device will continue to receive ongoing service from the CONTRACTOR at the agreed upon Contract rate through the term of their placement contract agreement.

2.2.2 COUNTY Department Administrator purchasing devices will receive ongoing service from the CONTRACTOR at the agreed upon Contract rate until the expiration of the Service Contract.

2.3.1 Installation and Environmental Requirements

2.3.1.1 CONTRACTOR and COUNTY Department Administrator to submit completed SCOPE OF SERVICES, COPIER & MAINTENANCE/PAYMENT PROVISIONS QUOTE (**Section 28.0 Pricing Sheet**) (**Exhibit A**) and ITD MULTIFUNCTION/NETWORK PRINTER REQUEST FORM (**Exhibit B**) and coordinate with Information Technology Department of any and all specialized installation and environmental department site

requirements for the delivery and installation of contract device. This information should include, but is not limited to the following:

- Copiers, Printers and Related Devices
- Air conditioning;
- Electrical requirements;
- Special grounding;
- Cabling requirements;
- Space requirements;
- Humidity and temperature limits, and
- Any other considerations critical to the installation.

2.3 Excessive Service and Downtime

2.3.1 Equipment, including all accessories and software, supplied through this contract shall be capable of continuous operation. Therefore, CONTRACTOR shall guarantee that all contract equipment will be operational at least 98% of normal business hours. Equipment that develops a trend of requiring an excessive number of service calls shall be reported by the COUNTY Department Administrator to the CONTRACTOR or by the CONTRACTOR to the COUNTY Department Administrator as the situation warrants. Should the equipment, any accessories, or software become inoperable for a period of twenty-four (24) consecutive working hours, the CONTRACTOR shall, at the COUNTY Department Administrator option, provide, at no charge, a loaner or accessory of equal capability of non-performing piece of equipment while repairs are being completed.

2.3.2 CONTRACTOR are to maintain a service log for each machine serviced describing maintenance and repair services provided. A no-cost copy of service logs/reports must be provided to the COUNTY Department Administrator within five (5) working days of request.

2.4 Warranty

2.4.1 Devices must carry a minimum 90-day warranty that it is free from defects in material and workmanship. If defects are identified to the Copiers, Printers and Related Devices.

2.4.2 CONTRACTOR agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the COUNTY Department. All items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Significant failure shall be determined by the COUNTY Department Administrator.

2.5 Lemon Clause

2.5.1 This clause applies to all devices purchased or leased through this contract. The application period is 36 months from the date of installation. This clause takes precedence over any other warranty or service maintenance clauses associated

with this contract. For purchased devices, agencies must maintain an uninterrupted maintenance agreement with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period.

- 2.5.2 Any device that fails (except due to operator error) to operate in accordance with the manufacturer's published performance specifications four times in any four-week period and/or is subject to recurring related problems shall be replaced with a new copier that meets the requirements of the same lot as the original copier, at no cost to the user. The COUNTY Department Administrator will review user requests for the application of this clause and will decide regarding its use.
- 2.5.3 If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, Contractor must provide Customer with the device's "Useful Life".
- 2.5.4 Failure to comply with the requirements of this clause may be grounds for default and contract cancellation by the COUNTY Department Administrator.

2.6 Service Requirements

- 2.6.1 Availability of Repair Parts- CONTRACTOR must guarantee the availability of repair parts for a minimum of nine (9) years subsequent to COUNTY Department Administrator acceptance of the contract device. All branded device components, spare parts, application software, and ancillary equipment purchased and supplied under any resulting contract must conform to manufacturer specifications. The CONTRACTOR is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

2.7 On-Going Point of Contact

- 2.7.1 CONTRACTOR shall provide a single point of contact for all issues and questions regarding the devices and services provided including but not limited to: Pricing, Device Additions/Moves, Contract Issues and Service Escalation Issues.

2.8 Service Contracts

- 2.8.1 CONTRACTOR must offer service and supply contracts for all devices placed under this contract, if applicable. The term of any subsequent service and supply contracts may not extend beyond the initial term of any financial vehicle used to place the device and in the initial placement may not extend beyond 60 months in the case of purchases. For example, if a device is placed on a 60-month lease, a service and supplies contract may not extend beyond the 60-month term of the lease.

2.9 Hours and Submission Methods

- 2.9.1 CONTRACTOR must perform full-service support for all awarded categories during normal business hours (Working Days, 8:00 a.m. – 5:00 p.m.) within the pricing proposed.
- 2.9.2 CONTRACTOR may offer additional coverage beyond normal business hours for the servicing of device and may charge an additional monthly base charge for such coverage.
- 2.9.3 CONTRACTOR must provide toll free phone, local phone, facsimile, e-mail, internet, and any electronic automated method for COUNTY Department Administrator to place service calls.
- 2.9.4 CONTRACTOR must provide an electronic method for providing periodic meter readings. These electronic methods may include online submission and/or automated electronic submission to be performed by the device in place via an available network connection if approved by the COUNTY Department Administrator.

2.10 COUNTY Department Administrator Training

- 2.10.1 CONTRACTOR must provide minimum of one (1) hour on-site initial training upon device and/or software placement along with an abbreviated user manual for commonly used features of the device and/or software, at no additional charge.

Exhibit A: SCOPE OF SERVICES, COPIER & MAINTENANCE/PAYMENT PROVISIONS QUOTE (Section 28.0 Pricing Sheet)

Exhibit B: ITD MULTIFUNCTION/NETWORK PRINTER REQUEST FORM

3.0 PRICING AND BILLING

- 3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Section 28.0 Pricing (Exhibit A)**, subject to the limitations set forth in this Agreement.
 - 3.1.1 Prices shall remain firm for the term of this Agreement.
 - 3.1.1.1 All devices must be adequately described. The pricing structure will be dictated by the purchase price. Lease and rental pricing will be dictated by the quoted leasing and rental rates applied to the purchase price. Such additions and deletions must be approved by the County Department Administrator.
 - 3.1.1.2 No contract term for service, supplies, lease payments or rental payments may begin prior to successful delivery, installation, and acceptance of the ordered device by the Customer. As such, no valid invoice may be issued by the CONTRACTOR prior to the acceptance by the County Department Administrator.

- 3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of Agreement.
- 3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 3.1.4 SCOPE OF SERVICES, COPIER & MAINTENANCE/PAYMENT PROVISIONS QUOTE (Section 28.0 Pricing).
- 3.1.4.1 CONTRACTOR and the COUNTY Department Administrator are responsible for developing a Printing Copier Multifunction Machine Lease and Maintenance Supplies that is customized to the department needs for the Participating COUNTY Department.
- 3.1.4.2 CONTRACTOR shall maintain timely and accurate invoicing.
- 3.1.4.3 The COUNTY Department Administrator may request at any point proof of the billing accuracy through the data set supporting the billing. If the COUNTY Department Administrator has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the COUNTY Department Administrator satisfaction; the COUNTY Department Administrator may require an audit.
- 3.1.4.4 If errors are found, the CONTRACTOR must reimburse the COUNTY Department for the billing errors.
- 3.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 3.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 3.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 3.5 Tax:
- 3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

4.0 TERM OF AGREEMENT

- 4.1 The term of the AGREEMENT(s) will be for a period of six (6) years from **February 19, 2025, to February 19, 2031**, with the option to extend the AGREEMENT for one (1) additional three (3) year

periods, for a total not to exceed a maximum nine-(9) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.

4.1.1 County reserves the option to renew or extend this AGREEMENT.

4.1.2 County is not required to state a reason if it elects not to renew.

4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

4.3.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.3.2 Both parties shall agree upon rate extension(s) or changes in writing.

4.3.3 CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

4.3.3.1 CONTRACTOR shall maintain all license and security requirements as set forth in Section 7.0.

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

4.5 **Take Notice** that at the end of the three- (3) year Agreement, no new agreement will enter new year's.

5.0 INVOICES AND PURCHASE ORDERS

5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.

5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.3 Invoicing by CONTRACTOR will clearly itemize the following:

5.3.1 The County Department receiving services,

5.3.2 The purchase order number under which the invoice is to be charged,

5.3.3 The services provided,

5.3.4 Dates of services,

5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.

- 5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

6.0 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.

7.0 INSURANCE/SECURITY REQUIREMENTS

7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of an AGREEMENT, 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, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a "Certificate of Insurance" showing the coverages, limits and endorsements set forth below for all CONTRACTOR'S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

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

7.1.2.1 CONTRACTOR SHALL PROVIDE TO COUNTY ANNUALLY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATE OF INSURANCE WITHIN 15 DAYS OF EXPIRATION OF CERTIFICATE.

7.1.2.2 CONTRACTOR SHALL PROVIDE TO COUNTY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATES OF

INSURANCE WITHIN 15 DAYS OF CHANGE.

7.2 Qualifying Insurers:

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

7.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an 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, and \$2,000,000 in aggregate.

(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.)

Auto Liability Coverage: must include 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 an 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 while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an 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 an AGREEMENT.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers

such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an 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 (3) years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 7.4.2 Each liability policy shall provide that 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. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractor.
- 7.4.3 Additional Insured Status
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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

7.5 Security Requirements

- 7.5.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.
- 7.5.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.
- 7.5.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.
- 7.5.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.
- 7.5.3.1.1 Some County facilities require, California Law Enforcement Telecommunications System (CLETS) clearance.
- 7.5.3.2 Criminal background checks will be accepted from CONTRACTOR if: performed within the last five (5) years background check was performed as set forth in this Section 7.0.
- 7.5.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.
- 7.5.3.4 CONTRACTOR is responsible for the cost of the State level criminal background Checks.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.
- 8.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT.

9.0 NON-DISCRIMINATION

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 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.

10.0 PERFORMANCE STANDARDS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTRACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 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.
- 12.2 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.

- 12.3 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.

13.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, 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>.

14.0 BACKGROUND CHECKS

- 14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
- 14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.
- 14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
- 14.1.3 EXCEPTION: Personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.
- 14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

15.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- 16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies

in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

19.0 ACCESSIBILITY

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

20.0 CLEANUP

20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.

20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

22.0 FORCE MAJEURE

22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

County of Monterey
Contracts/Purchasing Dept.

TO CONTRACTOR:

Monterey Bay Office Products, Inc. dba MBS
Business Systems

1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990

Fax No.: (831) 755-4969

Adam Hughes, Strategic Account Executive
325 Victor Street, Suite A St.
Salinas, CA 93907
Tel. No.: (831)758-1048/ (800) 848-7575/
(831) 320-8847
adam@mbsworks.com

24.0 LEGAL DISPUTES

- 24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

25.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

26.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT. (ONLY IF NEEDED)

27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

- 27.1 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).

27.2 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.


27.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission 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 if the manually signed counterpart or counterparts had been delivered to the other party in person.

28.0 PRICING

EXHIBIT A SCOPE OF SERVICES, COPIER & MAINTENANCE/PAYMENT PROVISIONS QUOTE (Section 28.0 Pricing Sheet)

CONTRACTOR agrees to provide Countywide Printing Copier Multifunction Machine Lease and Maintenance Supplies to awarded locations as requested by the COUNTY Department Administrator.

COUNTY OF MONTEREY County Administrative Office, Contracts and Purchasing 1488 Schilling Place, Salinas, CA 93901		
SCOPE OF SERVICE COPIER & MAINTENANCE PAYMENT PROVISIONS QUOTE (Pricing Sheet)		
Requesting Department:	Clerk of the Board	
Building Location:		
Address:		
City, State & Zip:		
Contractor Name:	UBEO Buisness Services	
Type of Service (pick one):		
New, Add, Change, or Cancel Service Request	New	
COPIER NAME/ DESCRIPTION		
MONTHLY LEASE PRICE:	\$	
Service Dates:		
From:		
To:		
Monthly rental pricing, plus quarterly usage fees :	\$	
CPC- COST PER COPY (COLOR/ BLACK WHITE)	Color \$	
	Black White \$	
Special Instruction/Notes:		
Billing Information: (Insert Account String)		
Requesting Department Signature:		Date:
Contracts/Purchasing Signature:		Date:
Service, Preventative Maintenance and Supplies: All-inclusive Service & Supply Maintenance Agreement (includes all parts, labor, supplies & preventative maintenance services – everything except paper). Note: above does not reflect applicable taxes and must be added.		

-- End of Exhibit A & Section 28 Pricing--

**EXHIBIT B
ITD MULTIFUNCTION/NETWORK PRINTER REQUEST FORM**

**COUNTY OF MONTEREY,
CONTRACTS/PURCHASING DIVISION**

1488 Schilling Place, Salinas CA 93901
Phone (831) 755-4990



**COUNTY PRINTER/COPIER/MULTIFUNCTION MACHINE
GUIDELINES AS OF 03/29/2022**

New Printer/Copier/Multifunction Machines:

Per the Contracts/Purchasing Officer, County Departments may now use any vendor who are registered in the Advantage Finance System to provide printer/copier/multifunction machines. This allows County Departments more flexibility with more brand variety. When engaging with vendors it is suggested that departments request the vendor to provide cooperative agreement pricing when available in order to obtain the most competitive and the best possible pricing. It is also recommended to attach a completed quote form (page 2) as an Exhibit A to a County Standard Agreement for execution.

VENDOR INFORMATION: Sales reps shall only use the attached quote form when providing quotes. There is only one opportunity to provide a quote per machine so sales reps should submit their best possible pricing. No third-party financing is permitted. If using a vendor's contract in place of the County Standard Agreement it will require Board of Supervisors approval prior to final execution. It should also include a municipal non-appropriations clause and should not contain any language which conflicts with the quote. The County's payment terms are net 30 and shall not include interest charges. All vendors providing machines to the County shall meet the County's standard insurance requirements. Reference: County's insurance requirements are online at <https://www.co.monterey.ca.us/home/showdocument?id=78136>

DEPARTMENT INFORMATION: If the department obtains services from a vendor who does not offer cooperative agreement pricing, the department shall obtain two (2) or three (3) quotes for any new copier needed based on total fees. All vendors providing quotes must be registered as a vendor in Advantage.

Departments shall provide the attached form to the sales reps and request a quote using this form only. Departments would then select the one offering the most competitive price while considering all the included features and options. Departments shall not show one vendor's quote to another vendor as this is unfair business practice.

Once the department has executed an agreement with a vendor, the department must execute a multi-year agreement (MYA) within Advantage. The agreement and quote shall be attached to the MYA along with the 2nd and 3rd quotes to show due diligence in obtaining the best pricing if the vendor selected did not provide cooperative pricing with their quote.

Vendors will have their own contracts for the County to sign. These contracts should be routed to the Contracts/Purchasing Officer for signature. Departments are not authorized to sign a vendor contract without authorization of a BOS Order.

For Accounting Staff: The Extended Description on the DO should state:

"This purchase order is issued to _____ to provide xx multifunction print/copy machines for the County _____ Department for a period of _____ months. Machine Model _____ is physically located at _____ and costs \$ _____ per month. This purchase order shall cover monthly machine costs from _____ to _____. This purchase order shall expire on 6/30/___ (write in current fiscal year) and a new purchase order may be issued after that time to continue the rental term if necessary."

COUNTY OF MONTEREY, CONTRACTS/PURCHASING DIVISION

1488 Schilling Place, Salinas CA 93901
Phone (831) 755-4990



PRINTER/COPIER/MULTIFUNCTION MACHINE QUOTE FORM

Date:	Sales Rep Name:
Company Name:	Sales Rep Phone:
Company Address:	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:		\$ _____ /month	<p><u>Note:</u> Do not list standard features as Add-ons.</p> <p><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.</p>
Finisher Model:		\$ _____ /month	
Add-on:		\$ _____ /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	
Total Monthly Rental:		\$ _____ /month	

Monthly Copies Included (if any): \$ _____ @ _____ /month(B/W) \$ _____ @ _____ /month(color)

Cost-Per-Copy: overage (if any): \$ _____ (B/W) \$ _____ (color)

- 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: _____

Bill To: _____

Vendor Contact (name & phone): _____ Billing Contact (name & phone): _____
Requested Delivery Date: _____

***IF THIS DEVICE WILL BE CONNECTED TO THE COUNTY NETWORK AND USED AS A SHARED PRINTING DEVICE, ITD REVIEW AND APPROVAL IS REQUIRED.**

ITD Security Review Approved by: _____ Date: _____

-- End of Exhibit B--

29.0 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: _____

By: _____

Board of Supervisors (if applicable)

Date: _____

Approved as to Form

County Counsel *Susan K. Blich,*
County Counsel

By: *Shane Eben Strong*

Shane Eben Strong
County Counsel
Date: 1/27/2025 | 12:39 PM PST

Approved as to Fiscal Provisions

By: *Jennifer Forsyth*

Jennifer Forsyth
Auditor/Controller
Date: 1/27/2025 | 2:43 PM PST

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

By: _____

David Bolton Risk Manager

Date: _____

CONTRACTOR

**Monterey Bay Office Products, Inc.
dba MBS Business Systems**

Signed by:
By: *Kellie Murphy, President*
39D1D40F92EF4A9...
(Signature of Chair, President, or Vice-President) *

Kellie Murphy, President

Date: 1/21/2025 | 8:01 PM EST

DocuSigned by:
By: *David Parara*
5F0EF25A771746E...

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

Dave Parara, COO

Date: 1/22/2025 | 6:55 AM PST

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*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 section 7