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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated January 23, 2024 and is between California Business Machines, Inc., a California corporation, (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County has a need to purchase copiers and obtain maintenance services for those copiers and copiers currently in use by the County.

B. The County desires to engage the Contractor to purchase copiers and obtain +maintenance services for those new copiers as well as copiers currently being used by the County, pursuant to the terms and conditions of this Agreement.

C. The County previously entered into a potential five-year Agreement, No. 19-011 (“Original” Agreement”) with Contractor, for a total maximum compensation payable of \$4,000,000, effective January 8, 2019, which is set to expire on January 7, 2024.

D. The County desires to continue utilizing the Contractor to purchase new copiers, and to obtain maintenance services for those new copiers and copiers currently in use by the County.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall provide a County representative to represent the County, who will
4 work with the Contractor to carry out Contractor's obligation under this Agreement. The County
5 Representative will be the County's Purchasing Manager, and/or their designees.

6 2.2 The County shall perform all of the County's responsibilities set forth in Exhibit A.

7 **Article 3**

8 **Compensation, Invoices, and Payments**

9 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
10 the performance of its services under this Agreement as described in this section Exhibit B to
11 this Agreement, titled "Compensation."

12 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
13 for the initial three-year term of the Agreement is \$4,000,000.00. Upon utilization of the first one-
14 year extension option, if any, this maximum shall increase to \$5,000,000.00. Upon utilization of
15 the final one-year extension option, if any, this maximum shall increase to \$6,000,000.00. The
16 total maximum compensation payable under this Agreement is \$6,000,000.00 for the entire
17 potential five-year term, as set forth in Exhibit B. In the event that the total compensation
18 amount for each term year is not fully expended, the remaining unspent funding amounts shall
19 roll over into each subsequent year's established compensation. The Contractor acknowledges
20 that the County is a local government entity, and does so with notice that the County's powers
21 are limited by the California Constitution and by State law, and with notice that the Contractor
22 may receive compensation under this Agreement only for services performed according to the
23 terms of this Agreement and while this Agreement is in effect, and subject to the maximum
24 amount payable under this section. The Contractor further acknowledges that County
25 employees have no authority to pay the Contractor except as expressly provided in this
26 Agreement.

1 **For the County:**

2 Director of Internal Services/Chief Information Officer
3 County of Fresno
4 333 W. Pontiac Way
5 Clovis, CA 93612
6 isdcontracts@fresnocountyca.gov

7 **For the Contractor:**

8 President/Secretary
9 Teri Brymer
10 4260 N. Fresno St.
11 Fresno, CA 93726
12 terib@cbmsolution.com

13 5.2 **Change of Contact Information.** Either party may change the information in section
14 5.1 by giving notice as provided in section 5.3.

15 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
16 for or permitted under this Agreement must be in writing, state that it is a notice provided under
17 this Agreement, and be delivered either by personal service, by first-class United States mail, by
18 an overnight commercial courier service, or by Portable Document Format (PDF) document
19 attached to an email.

20 (A) A notice delivered by personal service is effective upon service to the recipient.

21 (B) A notice delivered by first-class United States mail is effective three County
22 business days after deposit in the United States mail, postage prepaid, addressed to the
23 recipient.

24 (C) A notice delivered by an overnight commercial courier service is effective one
25 County business day after deposit with the overnight commercial courier service,
26 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
27 the recipient.

28 (D) A notice delivered by PDF document attached to an email is effective when
29 transmission to the recipient is completed (but, if such transmission is completed outside
30 of County business hours, then such delivery is deemed to be effective at the next

1 beginning of a County business day), provided that the sender maintains a machine
2 record of the completed transmission.

3 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
4 nothing in this Agreement establishes, waives, or modifies any claims presentation
5 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
6 of Title 1 of the Government Code, beginning with section 810).

7 **Article 6**

8 **Termination and Suspension**

9 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
10 contingent on the approval of funds by the appropriating government agency. If sufficient funds
11 are not allocated, then the County, upon at least 30 days' advance written notice to the
12 Contractor, may:

13 (A) Modify the services provided by the Contractor under this Agreement; or

14 (B) Terminate this Agreement.

15 6.2 **Termination for Breach.**

16 (A) Upon determining that a breach (as defined in paragraph (C) below) has
17 occurred, the County may give written notice of the breach to the Contractor. The written
18 notice may suspend performance under this Agreement, and must provide at least 30
19 days for the Contractor to cure the breach.

20 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
21 time stated in the written notice, the County may terminate this Agreement immediately.

22 (C) For purposes of this section, a breach occurs when, in the determination of the
23 County, the Contractor has:

24 (1) Obtained or used funds illegally or improperly;

25 (2) Failed to comply with any part of this Agreement;

26 (3) Submitted a substantially incorrect or incomplete report to the County; or

1 (4) Improperly performed any of its obligations under this Agreement.

2 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
3 County may terminate this Agreement by giving at least 30 days advance written notice to the
4 Contractor.

5 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
6 under this Article 6 is without penalty to or further obligation of the County.

7 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
8 6, the County may demand repayment by the Contractor of any monies disbursed to the
9 Contractor under this Agreement that, in the County's sole judgment, were not expended in
10 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
11 demand. This section survives the termination of this Agreement.

12 **Article 7**

13 **Independent Contractor**

14 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
15 agents, employees, and volunteers, is at all times acting and performing as an independent
16 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
17 venturer, partner, or associate of the County.

18 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
19 manner or method of the Contractor's performance under this Agreement, but the County may
20 verify that the Contractor is performing according to the terms of this Agreement.

21 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
22 right to employment rights or benefits available to County employees. The Contractor is solely
23 responsible for providing to its own employees all employee benefits required by law. The
24 Contractor shall save the County harmless from all matters relating to the payment of the
25 Contractor's employees, including compliance with Social Security withholding and all related
26 regulations.

1 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 years after final payment under this Agreement. This section survives the termination of this
5 Agreement.

6 10.3 **Public Records.** The County is not limited in any manner with respect to its public
7 disclosure of this Agreement or any record or data that the Contractor may provide to the
8 County. The County's public disclosure of this Agreement or any record or data that the
9 Contractor may provide to the County may include but is not limited to the following:

10 (A) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose this Agreement to the public or such governmental
12 agency.

13 (B) The County may voluntarily, or upon request by any member of the public or
14 governmental agency, disclose to the public or such governmental agency any record or
15 data that the Contractor may provide to the County, unless such disclosure is prohibited
16 by court order.

17 (C) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure under the Ralph M. Brown Act (California
19 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

20 (D) This Agreement, and any record or data that the Contractor may provide to the
21 County, is subject to public disclosure as a public record under the California Public
22 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
23 with section 7920.200) ("CPRA").

24 (E) This Agreement, and any record or data that the Contractor may provide to the
25 County, is subject to public disclosure as information concerning the conduct of the
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1 people's business of the State of California under California Constitution, Article 1,
2 section 3, subdivision (b).

3 (F) Any marking of confidentiality or restricted access upon or otherwise made with
4 respect to any record or data that the Contractor may provide to the County shall be
5 disregarded and have no effect on the County's right or duty to disclose to the public or
6 governmental agency any such record or data.

7 **10.4 Public Records Act Requests.** If the County receives a written or oral request
8 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
9 and which the County has a right, under any provision of this Agreement or applicable law, to
10 possess or control, then the County may demand, in writing, that the Contractor deliver to the
11 County, for purposes of public disclosure, the requested records that may be in the possession
12 or control of the Contractor. Within five business days after the County's demand, the
13 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
14 possession or control, together with a written statement that the Contractor, after conducting a
15 diligent search, has produced all requested records that are in the Contractor's possession or
16 control, or (b) provide to the County a written statement that the Contractor, after conducting a
17 diligent search, does not possess or control any of the requested records. The Contractor shall
18 cooperate with the County with respect to any County demand for such records. If the
19 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
20 CPRA or other applicable law, it must deliver the record or data to the County and assert the
21 exemption by citation to specific legal authority within the written statement that it provides to
22 the County under this section. The Contractor's assertion of any exemption from disclosure is
23 not binding on the County, but the County will give at least 10 days' advance written notice to
24 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
25 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
26 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,

1 failure to produce any such records, or failure to cooperate with the County with respect to any
2 County demand for any such records.

3 **Article 11**

4 **Disclosure of Self-Dealing Transactions**

5 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
6 or changes its status to operate as a corporation.

7 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
8 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
9 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
10 the County before commencing the transaction or immediately after.

11 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
12 a party and in which one or more of its directors, as an individual, has a material financial
13 interest.

14 **Article 12**

15 **General Terms**

16 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
17 Agreement may not be modified, and no waiver is effective, except by written agreement signed
18 by both parties. The Contractor acknowledges that County employees have no authority to
19 modify this Agreement except as expressly provided in this Agreement.

20 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
21 under this Agreement without the prior written consent of the other party.

22 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
23 or related to this Agreement.

24 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
25 County, California. The Contractor consents to California jurisdiction for actions arising from or
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1 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
2 brought and maintained in Fresno County.

3 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
4 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
5 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
6 against either party.

7 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

8 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
9 only and are not part of this Agreement.

10 12.8 **Severability.** If anything in this Agreement is found by a court of competent
11 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
12 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
13 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
14 intent.

15 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
16 not unlawfully discriminate against any employee or applicant for employment, or recipient of
17 services, because of race, religious creed, color, national origin, ancestry, physical disability,
18 mental disability, medical condition, genetic information, marital status, sex, gender, gender
19 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
20 all applicable State of California and federal statutes and regulation.

21 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
22 of the Contractor under this Agreement on any one or more occasions is not a waiver of
23 performance of any continuing or other obligation of the Contractor and does not prohibit
24 enforcement by the County of any obligation on any other occasion.

25 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
26 between the Contractor and the County with respect to the subject matter of this Agreement,

1 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
6 exhibits.

7 **12.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 **12.13 Authorized Signature.** The Contractor represents and warrants to the County that:

10 (A) The Contractor is duly authorized and empowered to sign and perform its
11 obligations under this Agreement.

12 (B) The individual signing this Agreement on behalf of the Contractor is duly
13 authorized to do so and his or her signature on this Agreement legally binds the
14 Contractor to the terms of this Agreement.

15 **12.14 Electronic Signatures.** The parties agree that this Agreement may be executed by
16 electronic signature as provided in this section.

17 (A) An "electronic signature" means any symbol or process intended by an individual
18 signing this Agreement to represent their signature, including but not limited to (1) a
19 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
20 electronically scanned and transmitted (for example by PDF document) version of an
21 original handwritten signature.

22 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
23 equivalent to a valid original handwritten signature of the person signing this Agreement
24 for all purposes, including but not limited to evidentiary proof in any administrative or
25 judicial proceeding, and (2) has the same force and effect as the valid original
26 handwritten signature of that person.

1 (C) The provisions of this section satisfy the requirements of Civil Code section
2 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
3 Part 2, Title 2.5, beginning with section 1633.1).

4 (D) Each party using a digital signature represents that it has undertaken and
5 satisfied the requirements of Government Code section 16.5, subdivision (a),
6 paragraphs (1) through (5), and agrees that each other party may rely upon that
7 representation.

8 (E) This Agreement is not conditioned upon the parties conducting the transactions
9 under it by electronic means and either party may sign this Agreement with an original
10 handwritten signature.

11 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.

13 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CALIFORNIA BUSINESS MACHINES, INC.

COUNTY OF FRESNO

3
4 *Teri Brymer*

5 Teri Brymer, President/Secretary

6 4260 N Fresno Street
Fresno, CA 93726



Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

8
9 By: 
Deputy

10 For accounting use only:

11 Org No.: Various
12 Account No.: Various
13 Fund No.: Various
14 Subclass No.: Various

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Exhibit A

Scope of Services

I. Purchase of Copiers and Services

The Contractor shall provide all-copiers and copier-related services in accordance with the specified, requirement, term, conditions set forth in this agreement.

1. Participating Departments

All County departments are authorized to participate in this Agreement.

a. The Contractor will provide the County Quarterly Reports with the following information:

- i. Total quantity of copiers owned by the County;
- ii. Total quantity of copiers rented by the County;
- iii. County locations housing the copiers;
- iv. Total quantity of copiers purchased.

Quarterly reports will be emailed to: CountyPurchasing@FresnoCountyca.Gov

2. New Orders for Purchase

The County departments shall place orders for new copiers directly with Contractor on an as-needed basis, using a requisition number. All copiers to be purchased from Contractor shall be Energy Star-compliant per the State of California. All copiers and accessories related to such copiers as listed in Exhibit B (“accessories”) shall comply with the applicable State and Federal Codes, Regulations and Requirements. All -copiers are to be new and unused and the latest model year, and all accessories shall be designated to be compatible with the model of the copiers to be purchased from the Contractor.

3. Copiers rented by County

The County currently rents 72 copiers located in various County departments (“rented copiers”). The rental payments are made by the County on a monthly basis. The Contractor will provide the same services to the rented copiers, as those provided to the new copiers. These services for each rented copier will terminate when a copier becomes unrepairable as determined by the

Exhibit A

1 Contractor technician, outdated, or at a time the County decides to no longer rent a copier after
2 the original 60-month term of the rental. The Contractor shall provide the County with 30 days'
3 written notice to the County's Director of Internal Services/Chief Information Officer it services to
4 a rented copier will terminate, and that reason for the termination. The County shall provide the
5 Contractor with a 30 days' notice to their President/Secretary if it no longer wishes to rent a
6 copier, and the stated reason for same.

7 II. Product Changes

8 Copiers and their corresponding options, accessories, parts, maintenance, and requirements
9 change periodically, and also periodically become obsolete and unavailable. When removing a
10 discontinued model or adding a new model equivalent to the product(s) specified in the
11 Contractor's Master Price List, Contractor shall provide the County with 30 days' written notice
12 to the County's Director of Internal Services/Chief Information Officer or his/her designee.

13 III. Training

14 The Contractor shall provide training regarding new copiers to County's staff, as
15 necessary, at no charge to the County. Training shall be conducted within the County's normal
16 business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.

17 IV. Customer Support Services

18 The Contractor shall- provide on-going telephone support regarding the use of the
19 copiers to County users of the copiers during the life of each copier. The Contractor shall
20 provide contact person(s) name(s) and telephone number(s) for the telephone support, sales
21 support, service support and field service technicians. These contact person(s) will be
22 technically-trained employees of Contractor and also trained in Customer Service and Customer
23 Relations.

24 V. Maintenance and Repairs

25 The Contractor will be required to perform monthly inspections, to include cleaning
26 services and meter readings. Copiers in service for at least seven (7) years from date of

Exhibit A

1 machine manufacturer may be eligible for removal from maintenance services, provided the
2 copier has operated at the recommended average number of copies per month. The Contractor
3 must provide manufacturer notices to County regarding the discontinuation of the production of
4 any copier model furnished to County pursuant to this Agreement. Said written notice shall be
5 provided to the County promptly, but not more than (ten) 10 business days, upon the
6 Contractor's receipt of said manufacturer's notice.

7 Maintenance coverage offered pursuant to this Agreement will be a full-service
8 maintenance contract including all toner, developer, fuser oil, drums, repair parts, staples, labor
9 and preventative maintenance service. The only supply item not included is paper. If during a
10 repair call it is determined that a copier cannot be repaired within 48 hours of the repair call, a
11 new or used loaner copier of like size and features shall be supplied to County at no cost, other
12 than the per-copy charge in effect at the time.

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Purchase and Services		
YEAR	TERM	COST
Year 1-Year 3	01/08/2024-01/07/2027	\$4,000,000.00
Year 4	01/08/2027-12/31/2028	\$1,000,000.00
Year 5	01/08/2028-12/31/2029	\$1,000,000.00
	TOTAL	\$6,000,000.00

In no event shall copiers, services, or maintenance performed under this Agreement is paid up to \$6,000,000.00 and compensation to Contractor is only paid for as-needed purchasing of new copiers and services as requested by the County, for the total five-year possible term of the Agreement. Prices shall be fixed for the initial year. The ISD Director/CIO or his designee has the authority to approve price increases up to a maximum of ten percent per utilized term. Any planned price increase must be approved by the County within 30 days before the increase goes into effect, not to exceed ten percent.

Taxes, Shipping/Handling and Special Fees

A. Taxes – The County shall pay tax on tangible goods at 100% of the current tax rate. Hardware support are not taxable. The Contractor agrees to bear all risks of loss, injury or destruction to -copiers - ordered which may occur prior to delivery, and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.

B. Shipping/Handling – Any shipping/handling costs assessed shall be included in the cost quotation to departments when placing an order for a new copier or copiers order. On rare occasions, it may be necessary for the Contractor to indicate additional shipping and handling

Exhibit B

1 charges just prior to delivery. In such instances, an estimated shipping/handling charge must be
2 included and identified on the quotation. No shipping and/or handling charges appearing on an
3 invoice will be accepted or allowed by the County if not included as a separate line item on the
4 invoice.

5 C. Response time to a request for service shall be no more than four (4) hours. The
6 Contractor's failure to respond within said timeframe will cause the County to take a service
7 credit and withhold that amount from invoices owed to the Contractor. The service credit shall
8 be \$25.00 per hour for each hour after the fourth (4th) hour.

9 D. Product Warranty and Maintenance - Product warranty will be as provided by the
10 original equipment manufacturer, plus any additional warranty or maintenance that may be
11 offered by the Contractor as a standard business practice or requested as part of the original
12 purchase. Non-warranty product maintenance will be provided at the current time and materials
13 or maintenance package rates. After the 7-year, maintenance rates increase for Black and
14 White TA 50041i from \$0.0055 to \$0.0149 with minimum base at \$46.00 per month which
15 includes 3,087 copies and overages at \$0.0149 per page. Color TA 5054ci from \$0.0089 for
16 Black and White to \$0.0149 with minimum base at \$23.00 per month and \$0.055 for Color to
17 \$0.12 with minimum base at \$23.00 per month as provided in this Exhibit B.

Exhibit B

California Business Machine Pricing

FRESNO COUNTY JANUARY 2024 CONTRACT PRICING KYOCERA PRINTERS/MFPS

Model	Description	JAN 2024 CBM PRICES	CBM CPP BW/COLOR	CBM MINIMUM COLOR MA BASE
A3 TASKALFA COLOR MFPS UP TO 12 X 18				
TA 2554ci	2/5 PPM COLOR MFP	2,750.00	.0089/.055	15/15
TA 3554ci	35 PPM COLOR MFP	3,450.00		15/15
TA 4054ci	40 PPM COLOR MFP	4,206.00		15/15
TA 5054ci	50 PPM COLOR MFP	4,990.00		15/15
TA 6054ci	60 PPM COLOR MFP	6,206.00		15/15
A3 TASKALFA B/W MFPS UP TO 12 X 18				
TA 4004i	40 PPM B&W MFP	2,680.00	\$0.0055	
TA 5004i	50 PPM B&W MFP	3,120.00	\$0.0055	
TA 6004i	60 PPM B&W MFP	3,741.00	\$0.0055	
ACCESSORIES/OPTIONS FOR ALL TASKALFA MODELS B/W & COLOR				
DP 7150	140 Sheet Reversing Automatic Document Processor	679.00		
DP-7160	320 Sheet Dual Scan Document Processor with Multi-Feed Sensor	1,045.00		
DP-7170	320 Sheet Dual Scan Document Processor with Multi-Feed + Staple Detection	1,293.00		
DF-7100 (Inner)	500 Sheet Internal Finisher	738.00		
DF-7120 (1000)	1,000 Sheet Finisher	812.00		
DF 7140 (4,000)	4,000 Sheet Finisher	1,317.00		
PH-7100	Punch Unit for DF-7100	355.00		
PH-7A	Punch Unit for DF-7120/7110	355.00		
MT-730(B)	7 Bin Mailbox for DF-7110	360.00		
BF-730	Booklet and Tri Folding Unit for DF-7110	790.00		
AK-7110	Attachment kit for DF-7120 / DF-7140	140.00		
JS-7100	Job Separator	109.00		
PF-7140 (500 x 2)	Dual 500 Sheet Paper Trays	679.00		
PF-7150 (1,500 x 2)	Dual 1,500 Sheet Paper Trays	729.00		
PF-7120 (3000 side)	3,000 Sheet Side Large Capacity Tray - Letter	749.00		
FAX System 12	Fax Board	610.00		
Scan extension kit(A) AC	Searchable PDF Kit	467.00		
Stand	Copier Cabinet Stand	185.00		
Keyboard Holder 10	Keyboard Tray Kit	100.00		
NK-7110 (10 キー)	Numeric Keypad	110.00		

Exhibit B

1	Printing System 17	EFI fiery Controller for TASKalfa 4054ci, 5054ci, 6054ci	4,500.00		
2	Printing System Interface Kit 17	Interface Kit for Printing System 17, Includes mounting Kit and circuit board	750.00		
3	Card Authentication Kit	Includes Card Reader and Software	350.00		
4	MyQ Print Mgmt S/W	MyQ Print Management Software includes Follow Me Printing	380.00		
4	DMConnect w/ OCR	DMConnect w/ OCR	1,219.00		
5					
6	A4 LOW VOLUME B/W MFP DESKTOP				
6					
7	ECOSYS M2640idw	42 ppm A4 Monochrome 4in1 MFP Copy, Print, Fax, Color scan & HyPAS** With STD Wireless capability	807.00	\$0.0149	
8	PF 1100	250 Sheet Paper Drawer (Maximum 2 units)	75.00		
8	Stand	Stand for M2640idw/M2540dw/M2040dn/M2635dw	185.00		
9	SDHC Card-16G	SD Card Memory for Storage 16GB	39.00		
9	SDHC Card-32G	SD Card Memory for Storage 32GB	94.00		
10	UG-33	ThinPrint Expand Kit	163.00		
11	Card Authentication Kit	Includes Card Reader and Software	350.00		
11	MyQ Print Mgmt S/W	MyQ Print Management Software includes Follow Me Printer	380.00		
12	DMConnect w/ OCR	DMConnect w/ OCR	1,219.00		
12					
13	A4 HIGH VOLUME B/W MFP DESKTOP				
13					
14	ECOSYS MA4500ifx	47ppm A4 Monochrome MFP 4 in 1 model (Copy, Print, Fax, Color Scan)	1,335.00	\$0.0069	
15	ECOSYS MA5500ifx	57ppm A4 Monochrome MFP 4 in 1 model (Copy, Print, Fax, Color Scan)	1,608.00	\$0.0050	
16	ECOSYS MA6000ifx	62ppm A4 Monochrome MFP 4 in 1 model (Copy, Print, Fax, Color Scan)	2,430.00	\$0.0045	
17	PF-3110	500 sheets optional paper feed cassette	215.00		
17	UG-33	ThinPrint Expand Kit	163.00		
18	Card Authentication Kit	Includes Card Reader and Software	350.00		
18	MyQ Print Mgmt S/W	MyQ Print Management Software includes Follow Me Printing	380.00		
19	DMConnect w/ OCR	DMConnect w/ OCR	1,219.00		
19					
20	A4 COLOR MFP DESKTOP				
20					
21	ECOSYS M6635cidn	37 ppm Color MFP (4 in 1 HyPAS model)	1,650.00	\$0.017/\$0.07	15/15
22	PF-5100	500 Sheet Paper Drawer, Multi Purpose Paper Feeder	250.00		
23	MS-5100	Manual Stapler	282.00		
23	SDHC Card-16G	SD Card Memory for Storage 16GB	39.00		
24	SDHC Card-32G	SD Card Memory for Storage 32GB	94.00		
24	UG-33	ThinPrint Expand Kit	163.00		
25	Card Authentication Kit	Includes Card Reader and Software	350.00		
26	MyQ Print Manager Software	MyQ Print Management Software includes Follow Me Printing	380.00		

Exhibit B

1	DMConnect w/ OCR	DMConnect w/ OCR	1,219.00		
2	TA COLOR LTR/LGL FLOOR MODEL WITH FINISHING & PAPER OPTIONS				
3					
4	TASKalfa 308ci	32/32 PPM A4 Color MFP (With standard Document Processor)	1,410.00	\$0.0089/0.07	15/15
5	TASKalfa 508ci	52/52 PPM A4 Color MFP	2,604.00	\$0.089/0.065	15/15
6	PF-5120 500 sheet	500 Sheet Paper Tray	240.00		
7	PF-5130 500 x 2 sheet	500 Sheet x 2 Paper Tray	679.00		
8	PF-5140 2000 sheet	2,000 Sheet Paper Tray	729.00		
9	FAX system 11 for Prius32	Fax kit for 307ci	160.00		
10	DF-5100 (Inner DF)	300 Sheet Internal Finisher	517.00		
11	DF-5110 (1000DF)	1,000 Sheet Finisher for 406ci/356ci	812.00		
12	DF-5120 (3000DF)	3,200 Sheet Finisher for 406ci/356ci	1,317.00		
13	MT-5100 (Mailbox)	5 Bin Mailbox	527.00		
14	DP-5100 (RADP)	Document Processor (RADF Type) for 406/356ci	750.00		
15	DP-5120 (DSDP)	100 Sheet DSDP for 508	950.00		
16	DP-5130 (DSDP)	270 Sheet DSDP for 508	1,390.00		
17	PH-5100 (Punch)	Punch Unit for DF-5110	355.00		
18	JS-5100	Job Separator	110.00		
19	AK-5100(Attachment kit)	Attachment kit for MT-5100	140.00		
20	DT-5100(Document tray)	Original Hard Copy Holder	56.00		
21	STAND	Copier Cabinet Stand	185.00		
22	Card Reader Holder 11	Card Reader Holder	49.00		
23	Card Authentication Kit	Includes Card Reader and Software	350.00		
24	MyQ Print Mgmt S/W	MyQ Print Management Software includes Follow Me Printing	380.00		
25	DMConnect w/ OCR	DMConnect w/ OCR	1,219.00		
26	MID TO HIGH VOLUME B/W PRINTERS				
18	ECOSYS PA4500x	47 ppm A4 Monochrome Printer	650.00	\$0.0100	
19	ECOSYS PA5000X	52 ppm A4 Monochrome Printer	736.00	\$0.0075	
20	ECOSYS PA5500X	57 ppm A4 Monochrome Printer	875.00	\$0.0055	
21	ECOSYS PA6000X	62 ppm A4 Monochrome Printer	1,385.00	\$0.0055	
22	Stand	Stand	185.00		
23	PF-3110	500 Sheets Paper Drawer (Max 4 units)	216.00		
24	PF-3100	2,000 Sheets large capacity paper Drawer	648.00		
25	PB-325	Base unit with PF-3100	234.00		
26	IB-32B	IEEE 1284 compliant NIC	131.00		
	IB-37	Wireless LAN NIC (2.4GHz/5GHz multi-band)	144.00		
	IB-51(Wireless)	Wireless LAN NIC (Approx. 328 ft Range)	676.00		
	IB-50	Gigabit Ether Net Board	508.00		
	UG-33	ThinPrint Expand Kit	163.00		
	Card Authentication Kit	Includes Card Reader and Software	350.00		

Exhibit B

1	MyQ Print Manager Software	MyQ Print Management Software includes Follow Me Printing	380.00		
2	MID TO HIGH VOLUME COLOR PRINTERS				
3					
4	ECOSYS P6230cdn	32PPM Color Printer	728.00	\$0.019/0.085	15/15
5	ECOSYS P6235cdn	37PPM Color Printer	919.00	\$0.017/\$0.07	15/15
6	ECOSYS P7240cdn	42 PPM Color Printer	1,202.00	\$0.015/0.065	15/15
7	PF-5100	500 Sheet Paper Drawer, Multi Purpose Paper Feeder	243.00		
8	SDHC Card-16G	SD Card Memory for Storage 16GB	39.00		
9	SDHC Card-32G	SD Card Memory for Storage 32GB	94.00		
10	UG-33	ThinPrint Expand Kit	163.00		
11	Card Authentication Kit	Includes Card Reader and Software	350.00		
12	MyQ Print Manager Software	MyQ Print Management Software includes Follow Me Printing	380.00		
13	A3 12X18 HIGH VOLUME COLOR PRINTER & B/W PRINTER				
14					
15	ECOSYS P8060cdn	60 PPM B/W & COLOR A3 12X18 PRINTER	2,784.00	\$0.0089/.055	15/15
16	ECOSYS P4060DN	60 PPM B/W A3 12X18 PRINTER	2,196.00	.0089/.055	
17	DF-7120 (1000)	1,000 SHEET FINISHER	812.00		
18	DF-7110 (4,000)	4,000 SHEET FINISHER	1,317.00		
19	AK-7100	ATTACHMENT KIT FOR DF-7120 OR DF-7110	140.00		
20	BF-730	BOOKLET & TRI-FOLDING UNIT FOR DF-7110	790.00		
21	MT-730(B)	7 BIN MAILBOX FOR DF-7110	530.00		
22	PH-7A	PUNCH UNIT FOR DF-7120 OR DF-7110	357.00		
23	JS-7100	JOB SEPARATOR	110.00		
24	PF-7100 (500 x 2)	DUAL 500 SHEET PAPER TRAYS	679.00		
25	PF-7110 (1500 x 2)	DUAL 1,500 SHEET PAPER TRAYS	729.00		
26	PF-7120 (3000 side)	3,000 SHEET SIDE LARGE CAPACITY TRAY - LETTER	750.00		
	Data Security Kit (E)	HARD DRIVE ENCRYPTION/OVERWRITE KIT	395.00		
	Stand	STAND	185.00		

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, the Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability

Exhibit D

insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

Exhibit D

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.