

**SAN MATEO COUNTY MASTER RENTAL AGREEMENT**

This **Master Rental Agreement**, herein after called "**Agreement**" entered this **1st** day of **March 2010** by and between **San Mateo County** a political subdivision of the State of California, hereinafter called "**County**" and **Sharp Business Systems of San Francisco**, hereinafter called "**Contractor/Vendor**".

**WITNESSETH**

WHEREAS, San Mateo County hereby awards **Sharp Business Systems of San Francisco**, per **SAN MATEO COUNTY BOARD RESOLUTION NO.** \_\_\_\_\_ in accordance with **Bid No. 1232** which terms and conditions are herein by reference:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Master Rental Agreement:** This is a Master Rental Agreement providing the terms and conditions for the rental of digital copiers, services, maintenance and consumable supplies from Contractor/Vendor. A rental agreement, Addendum A, will be signed for each copier rented by the County, such rental agreement is to be signed by the Purchasing Agent or his/her designated representative and the Contractor/Vendor.
2. **Payments:** In consideration of goods provided in accordance with all terms and conditions and specifications set forth in Exhibits "A-G", county shall make payment to Contractor/Vendor as specified in Exhibits "A-G". In the event that the County makes any over payments, the County can subtract any money owed to the County from later payments to Contractor/Vendor.
3. **Invoice Payment Terms:** Monthly invoices must be mailed to the "Bill To" address on each Sharp Business Systems of San Francisco Cost-Per-Copy Rental Agreement Addendum A. Meter readings on invoices must reflect actual and not estimated monthly usage by the Contractor/Vendor. The County shall have the option to report meter readings by fax, telephone, mail, or e-mail. Payment terms are net 30 days.

Contractor/Vendor must correct billings errors within 30 days of being notified. County shall have the option to withhold payment, without penalty, if billing errors are not corrected.

Contractor/Vendor shall credit County for the time spent to settle ongoing administration errors by Contractor/Vendor.

4. **Compliance with Statute:** Contractor/Vendor hereby warrants that all applicable Federal and State statutes and regulations or local ordinance will be complied with in connection with the rental and delivery of goods furnished.

5. **Relationship of the Parties:** It is understood that this is an Agreement with Contractor/Vendor and is not intended to, and shall not be construed to, create the relationship of it, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of a Contractor/Vendor.
6. **Non-Assignability:** Contractor/Vendor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the County, and any attempted assignment without such prior written consent is in violation of this Section and automatically shall terminate this Agreement.
7. **Termination Clause:** The County reserves the right to cancel the Master Rental Agreement without cause after thirty-(30) days written notice. If such action is taken, each individual Sharp Business Systems of San Francisco Cost-Per-Copy Rental Agreement Addendum A will remain in place until its expiration date, but no new placements will be made.
8. **Usage:** The County does not guarantee to rent any minimum or maximum quantity and reserves the right to rent more or less than quantities used.
9. **Hold Harmless:** Contractor/Vendor shall indemnify and save harmless the County its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including Contractor/Vendor, or damage to any property of any kind whatsoever and whomsoever belonging, or by reason of any failure to withhold and/or pay the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees or servants, resulting from the performance of any work required of Contractor/Vendor or payments made pursuant to this agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor/Vendor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

10. **Insurance:** The Contractor/Vendor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Purchasing Agent. The Contractor/Vendor shall furnish the Risk Manager with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor/Vendor coverage to include the contractual liability assumed by the Contractor/Vendor pursuant to the Agreement. These certificates shall specify or be endorsed to provide that thirty-(30) days notice must be given, in writing, to the Risk Manager of any pending

change in the limits of liability or of non-renewal, cancellation or modification of the policy.

11. **Worker's Compensation and Employer Liability Insurance:** The Contractor/Vendor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor/Vendor makes the following certification, required by Section 1861 of the California Labor Code.

We are aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.

12. **Liability Insurance:** The Contractor/Vendor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect them while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by itself or by and sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by the Human Resources Department, Risk Management Division.

Required insurance shall include:

a. Comprehensive General Liability	\$1,000,000
b. Motor Vehicle Liability Insurance	\$1,000,000
c. Professional Liability	\$1,000,000
d. Worker's Compensation	Statutory

The County and its officers, agent, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agent, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the Risk Manager, at her/his option, may, not

withstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

13. **Non-Discrimination and Other Requirements**

- A. Section 504 applies only to Contractors who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within

such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

E. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

14. **Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

15. **HIPAA:** Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

Definitions:

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501
- b. Individual. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

- d. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County
- e. Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501
- f. Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

#### Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.

- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor:

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County:

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County:

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement:

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous:

- a. **Regulatory References.** A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

**Merger Clause:** This Master Rental Agreement/Exhibits "A-G" and the San Mateo County Purchasing Division Standard Terms and Conditions for Invitations to Bid (ITB's) Requests for Proposals (RFP's), Requests for Quotations (RFQ's), Purchase Orders (PO's) and Contracts, hereto and incorporated herein by reference constitute the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event of a conflict between San Mateo County Standard Terms and



Conditions and Master Rental Agreement/Exhibits "A-G", the Master Rental Agreement with Exhibits "A-G" set forth herein shall prevail.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in two counterparts, each of which shall, without proof or accounting for the other counter-parts, be deemed an original thereof.

**San Mateo County**

**Sharp Business Systems of San Francisco**

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**David Boesch  
County Manager**

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**Sam Pulino  
President**

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**Date**

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**Date**

**Exhibit “A”**

1. The term of this agreement is from **March 1, 2010** through **February 28, 2014**. The County reserves the option to extend this contract for up to one (1) additional year, provided that both the County and the Contractor/Vendor agree to the extension.
2. **Contract Administration:** This contract shall be administered by the Purchasing Division or properly authorized agent. During the performance of this contract any and all requests for changes, upgrades or downgrades, additions and deletions, dispute resolution, etc., shall be directed to him/her in writing.
3. **Demonstration Copiers:** Contractor/Vendor shall provide an on site demo at a prospective location when required at no charge to the County for ten (10) business days.
4. **Cost:** Rental agreement is based on a cost-per-copy charge which includes the rental of a digital copier, property tax, an operator’s instruction manual, surge protector, service, maintenance, drum replacement, labor, freight/overnight freight charges for supplies and consumable supplies. Consumable supplies include the following: toner, developer, fuser agent, toner collection bottles, staples and shall only exclude paper.

The cost-per-copy for copiers under this contract are as follows for the indicated models or an equivalent:

<b><u>Machine</u></b>	<b><u>Model #</u></b>	<b><u>Cost-Per Copy</u></b>	<b><u>Average Monthly Volume</u></b>
<b>Machine A</b> (Cost for Options and Network Requirement, See Exhibit “B”)	Sharp AR-208D	\$0.01765	1-1,500
<b>Machine B</b> (Cost for Options and Network Requirement, See Exhibit “C”)	Sharp MX-M260	\$0.020099	1,501-4,000
<b>Machine C</b> (Cost for Options and Network Requirement, See Exhibit “D”)	Sharp MX-M363	\$0.0161	4,001-8,000
<b>Machine D</b> (Cost for Options and Network Requirement, See Exhibit “E”)	Sharp MX-M453	\$0.011	8,001-20,000
<b>Machine E</b> (Cost for Options and Network Requirement, See Exhibit “F”)	Sharp MX-M620	\$0.0077	20,001-50,000
<b>Machine F</b> (Cost for Options and Network Requirement, See Exhibit “G”)	Sharp MX-M700	\$0.0076	50,001 and over

5. For each copier placed under this Agreement, a Sharp Business Systems of San Francisco Cost-Per-Copy Rental Agreement Addendum "A" will be attached to this Master Rental Agreement (see attached).
6. **Delivery and Installation:** Deliveries will be made to various locations within the County of San Mateo. Equipment ordered from Contractor/Vendor will be delivered within 15 days after receipt of order. The Contractor/Vendor will arrange with the department for the delivery and installation of the copier upon receipt of an executed Sharp Business Systems of San Francisco Cost-Per-Copy Rental Agreement Addendum A. The copier is to be delivered to the location as designated by the County and installed and made ready for operation. Charges for the delivery, installation of new placements and upgrades and downgrades are the responsibility of the Contractor/Vendor. Contractor/Vendor shall remove and properly dispose of any packing materials, boxes, etc. used during delivery. Supplies shall be delivered with each copier to ensure a minimum of one (1) month's usage. Supplies must include: toner, developer, fuser agent, toner collection bottles, staples and shall only exclude paper. Each copier shall be delivered with an operator's instruction manual.

All copiers supplied at the time of initial installation shall be new current manufacturer models of digital technology. When new models are introduced, the sales representative must present to the Buyer a new completed Bid Form for each of the new models that are being proposed, Section III, Specifications/Bid Forms along with a specification sheet, material safety data sheet, pricing proposal for acceptance to add the new models to the Master Rental Agreement.

All copy machines supplied to the County must be able to use 20# recycled paper with 30% or more post consumer content and color paper.

7. **Training:** The rental cost of each copy machine shall include operator training. Once the copier has been delivered to the County, the Contractor/Vendor shall provide operator training to the department personnel where the copier was delivered within the same day or next day following delivery. Operator training shall be provided as often as required at no additional cost to the County.

For the term of the contract the Contractor/Vendor shall provide at no charge to the county, a digital copier network connectivity training for County business systems administrators.

8. **Service Requirements:** The Contractor/Vendor shall provide repair service for digital copiers, network hardware and software and preventative maintenance during normal business hours, 8 AM to 5 PM, Monday through Friday, except holidays at no additional cost to the County, to keep the machines in good working order.

Contractor/Vendor shall provide extended service (extended service is defined as any time outside of normal business hours) including holidays at no charge to the County.

Service response time shall be no more than four (4) working hours after being notified. Technicians must notify the requesting department with estimated time of arrival if four (4) hour response time cannot be met.

All technicians that are assigned to service the copy machines at the County must be certified factory trained.

Contractor/Vendor shall have an adequate inventory of spare parts immediately available for repairs. If Contractor/Vendor cannot repair the existing copier within eight (8) business hours, a replacement copier shall be provided. The replacement copier shall be installed without additional cost to the County and shall be of equal features and capabilities. The department must be notified that a replacement copier will be provided.

If the copier experiences multiple service calls in an unusually short time, the County may select to have the equipment immediately replaced at the Contractor/Vendor's expense. The County reserves the right to make the decision as to when a machine should be replaced. If any copiers are replaced for the above mentioned reason, the contract period shall remain the same as the original equipment.

Contractor/Vendor shall be responsible to notify the Purchasing Division of the model and serial number of a replacement/loaner copier within five (5) business days of the replacement/loaner.

Each copier shall have a decal or label on the front or face of the copier indicating the toll free telephone number for ordering supplies and service, along with a machine identification number, which will be used to track machines.

9. **Preventative Maintenance:** Preventative maintenance shall be included in the cost of the rental of each copier.

Preventative maintenance means that the copier be thoroughly inspected, adjusted, replacement of unserviceable parts, lubricated, cleaned by brush, blower or vacuum by certified factory trained technicians capable of making necessary repairs.

Technicians must perform preventative maintenance with each service call. If the machine needs a scheduled preventative maintenance, the technician must arrange service in advance with each location and shall make every effort to schedule calls during low use periods.

10. **Removal:** At the conclusion of each rental agreement, the County will surrender the copier in as good a condition as was furnished, normal wear and tear excepted. Contractor/Vendor will remove copier and supplies with no additional cost to the County as provided in this contract. Contractor/Vendor's failure to accept and remove the equipment when requested, shall entitle the County to remove the equipment and place it in any storage facility in San Mateo County at Contractor/Vendor's sole expense and Contractor/Vendor shall hold the County free and harmless from any expense or damages of any kind resulting thereof.
11. **Relocation:** The County has the right at its sole discretion and cost to relocate the equipment to any location or locations within the geographical boundaries of the County where the County has offices. It shall be the County's responsibility to notify the Contractor/Vendor of all relocated equipment.

If the Contractor/Vendor is requested by the County to relocate a machine to a different location in the County, the cost per relocation for the County will be at no charge.

12. **Non-Appropriation:** In the event that funds are not appropriated in any fiscal year for the payment of rental/cost-per-copy charges and are not appropriated for the cost of other equipment performing substantially the same function which would replace the equipment rented hereunder, then County may terminate the contract without penalty on or before September 30th of such fiscal year by giving thirty (30) days written notice. County agrees to make every reasonable effort including, but not limited to, requesting budget funds to be appropriated in order to avoid cancellation or termination of the rental. Upon termination of this rental, Contractor/Vendor shall have the right to recover any and all amounts then due or which may have accrued up to the date Contractor/Vendor receives possession of the unit.
13. **Reports:** Contractor/Vendor shall supply the following customized reports as stated below:
  - a) Twelve month volume report for a specific machine must be supplied within eight (8) business hours of Buyer's request and must contain the following information:
    - Department name and installed address
    - Model number
    - Serial number
    - County Agreement number
    - Machine Identification number
    - The number of copies metered for each individual month

- b) Twelve month service history report for a specific machine must be supplied within 8 business hours of Buyer's request and must contain the following information:
- Department name and installed address
  - Model number
  - Serial number
  - County Agreement number
  - Machine Identification number
  - Date and Time service call was made
  - Reason or type of service call
  - Resolution of service call
  - Response time between service call and the time service was performed
  - Number of copies metered between service calls
- c) Population report of all machines located in the County must be supplied the last week of each month and must contain the following information:
- Start Date
  - Expiration date
  - Machine Identification number
  - County Agreement number
  - Department name and installed address
  - Model Number
  - Optional Equipment/Networking and cost
  - Serial number
  - Cost-per-copy charge
  - County Department contact and telephone number

Contractor/Vendor must assign a dedicated and knowledgeable sales representative who is responsible for the administration of Contractor/Vendor's contractual responsibilities, along with being knowledgeable about the terms and conditions of the County's contract. These may include but will not be limited to examination of site locations to advise the County of any electrical, safety, space or special requirements needed, service problem resolutions, billing issues, continual operator training, reports, etc. This individual should be able to access all information regarding the County's accounts through the Contractor/Vendor's computer and provide immediate answers and requested customized reports.

14. **Network Specifications:** The County has an extensive ethernet network. Servers are Microsoft Windows 2003 or better and Novell Netware 6X or better. All digital copiers supplied by Contractor/Vendor must be fully compatible with these two operating systems, along with having RJ45, 10/100 Mbps ethernet connections and utilize PCL (Printer Command Language), version 6X or better.

Contractor/Vendor shall provide telephone and on site digital support by technical professionals for all issues concerning network connections.

15. Contractor/Vendor shall provide detailed product specification sheets with illustrations of each copier model covered by the agreement when requested and when new models are introduced.
16. Contractor/Vendor shall provide the County with Material Safety Data Sheets on the supplies for each copier covered by this contract upon award and when new models are introduced.
17. Contractor/Vendor shall extend to all public agencies and San Mateo County affiliated non-profit agencies the option to rent identical items at the same price and upon the same terms and conditions as set forth in the agreement including all amendments thereto.
18. Contractor/Vendor shall provide the County with short period rental contracts when needed.
19. **Recycling:**  
Contractor/Vendor will pick up used copier supplies that are collected by the County for recycling at no charge.

### III. SPECIFICATIONS/BID FORMS

**THIS SECTION MUST BE COMPLETED AND SUBMITTED WITH THE BID.**  
**FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF YOUR BID.**

Unless specific exceptions are noted by a bidder, the copy machines offered will be assumed to meet or exceed specifications. All exceptions to specifications must be noted on the space provided on each form below. Notation in any other manner may result in rejection of this bid. See Section VII, Standard Terms and Conditions, Section I for additional conditions.

**Vendor must complete all shaded areas on each form.**

#### COPY MACHINE A

Category	Requirements	Comply (X)	Describe Exception
Type	Desktop with stationary platen	X	Duplex Module Included Reverse Auto-Doc Feeder Included
Toning systems	Dry dual component toner	X	
Average monthly copy volume	1-1,500 copies	X	
Manufacturer's recommended monthly copy volume	<u>1-2,500</u> copies per month		
Copy speed	20 copies per minute	X	
Warm up time	30 seconds	X	
Paper system	Single cassette/drawer with bypass tray	X	
Paper Weights	16 to 24 lbs.	X	
First copy speed	7 seconds		8 Seconds
Min. original size	5 ½" X 8 ½"	X	
Max. original size	8 ½ X 14"	X	
Magnification	Zoom 25% to 400% (3 preset & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	<input checked="" type="checkbox"/> 15 amp <input type="checkbox"/> 20 amp		
Copier cabinet	Optional	X	Optional
Copier Dimensions Closed	H= <u>14 5/8</u> " W= <u>20 1/2</u> " D= <u>17 5/8</u> "		
Copier Dimensions Opened	H= <u>20</u> " W= <u>26 1/2</u> " D= <u>17 5/8</u> "		
Make and Model of Copy Machine A			<b>Sharp AR-208D</b>



**COPY MACHINE A (CONT.)**

<b>COST-PER-COPY</b>	\$ <u>0.01765</u>
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**Options and Part Numbers:**

**Monthly Charge:**

1. <u>Copier Cabinet (AR208ABD)</u>	\$ <u>1.89</u>
2. <u>Fax Board (FX13)</u>	\$ <u>4.73</u>
3. <u>250 Sheet Extra Paper Tray (ARD33)</u>	\$ <u>2.17</u>
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____

**Network Requirements:**

**Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:**

**Descriptions and Part Numbers**

**Monthly Charge:**

1. <u>Print/Scan Board (ARNB2A)</u>	\$ <u>5.13</u>
2. <u>Color Scanning Standard</u>	\$ <u>0.00</u>
3. <u>Post Script Module (PK1N)</u>	\$ <u>4.47</u>
4. _____	\$ _____
5.. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____

**Extended Service Option:**

**Monthly Charge:**

Service provided 24 hours per day, 7 days a week including holidays	\$ <u>0.00</u>
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**COPY MACHINE B**

**EXHIBIT "C"**

<b>Category</b>	<b>Requirements</b>	<b>Comply (X)</b>	<b>Describe Exception</b>
Type	Console with Stationary platen	X	
Toning System	Dry dual component monochrome toner	X	
Average monthly copy volume	1,501-4,000 copies	X	
Manufacturer's recommended monthly copy volume	<u>1 – 7,000</u> copies per month		
Copy speed	23 copies per minute	X	26 Copies Per Minute
Warm up time	60 seconds	X	
RADF Speed	Minimum 23 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1	X	
Duplex Capacity	50 sheets	X	
Finisher	<u>35</u> sheets	X	
Stapler	<u>35</u> sheets	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 50 sheet RADF	X X X X	100 Sheet Bypass 100 Sheet RADF
Paper Weights	16-34 lbs.	X	
On-line paper drawers	1 x 550, letter 1 x 550, legal		2 x 500 Sheet Trays
First copy speed	5 seconds	X	
Min. original size	5 ½" x 8 ½"	X	
Max. original size	11" x 17"	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	<input checked="" type="checkbox"/> 15 amp <input type="checkbox"/> 20 amp		
Copier cabinet	Required	X	
Copy Management Department Codes	No. of accounts <u>100</u>	X	
Copier dimensions Closed	H= <u>44 ¾"</u> W= <u>34 ½"</u> D= <u>25"</u>		
Copier dimensions Opened	H= <u>44 ¾"</u> W= <u>41 ½"</u> D= <u>33"</u>		
Make and Model of Copy Machine B			<b>Sharp MX-M260</b>

**COPY MACHINE B (CONT.)**

<b>COST-PER-COPY</b>	<b>\$ <u>0.020099</u></b>
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**Options and Part Numbers:**

**Monthly Charge:**

1. <u>Fax Board (FX-7)</u>	\$ <u>13.35</u>
2. <u>500 Sheet Paper Supply (DE10)</u>	\$ <u>6.30</u>
3. <u>2 x 500 Sheet Paper Supply (DE11)</u>	\$ <u>11.18</u>
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____

**Network Requirements:**

**Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:**

**Descriptions and Part Numbers**

**Monthly Charge:**

1. <u>Print Board (PB12)</u>	\$ <u>12.70</u>
2. <u>Scanner Board (NSX1)</u>	\$ <u>5.87</u>
3. <u>Post Script Module (PK10)</u>	\$ <u>4.47</u>
4. <u>No Color Scanning</u>	\$ <u>N/A</u>
5.. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____

**Extended Service Option:**

**Monthly Charge:**

<b>Service provided 24 hours per day, 7 days a week including holidays</b>	<b>\$ <u>0.00</u></b>
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**COPY MACHINE C**

**EXHIBIT "D"**

<b>Category</b>	<b>Requirements</b>	<b>Comply (X)</b>	<b>Describe Exception</b>
Type	Console with Stationary platen	X	
Toning System	Dry dual component monochrome toner	X	
Average monthly copy volume	4,001-8,000 copies	X	
Manufacturer's recommended monthly copy volume	<u>1-10,000</u> copies per month		
Copy speed	35 copies per minute	X	36 Copies Per Minute
Warm up time	Maximum 120 seconds	X	20 Seconds
RADF Speed	Minimum 35 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1	X	
Duplex Capacity	50 sheets	X	
Finisher	<u>50/30</u> sheets	X	
Stapler	<u>50/30</u> sheets	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 50 sheet RADF	X X X X	100 Sheet ByPass  100 Sheet Single Pass Doc Feeder
Paper Weights	16 to 34 lbs.	X	
On-line paper drawers	1 x 550, letter 1 x 550, legal		2 x 500 Sheet Paper Trays
First copy speed	5 seconds	X	4.6 Seconds
Min. original size	5 1/2" x 8 1/2"	X	
Max. original size	11" x 17"	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	<input checked="" type="checkbox"/> 15 amp <input type="checkbox"/> 20 amp		
Copier cabinet	Required	X	
Copy Management Department Codes	No. of accounts <u>1,000</u>		
Copier dimensions Closed	H= <u>38</u> " W= <u>25 1/2</u> " D= <u>27 1/2</u> "		
Copier dimensions Opened	H= <u>38</u> " W= <u>32 1/2</u> " D= <u>35 1/2</u> "		
Make and Model of Copy Machine C			<b>Sharp MX-M363</b>



**COPY MACHINE D**

**EXHIBIT “E”**

<b>Category</b>	<b>Requirements</b>	<b>Comply (X)</b>	<b>Describe Exception</b>
Type	Console with Stationary platen	X	
Toning systems	Dry dual component monochrome toner	X	
Average monthly copy volume	8,001-20,000 copies	X	
Manufacturer’s recommended monthly copy volume	<u>1 – 30,000</u> copies per month		
Copy speed	45 copies per minute	X	
Warm up time	Maximum 180 seconds	X	20 Seconds
RADF Speed	Minimum 45 copies per minute	X	
Automatic Duplexing	1:2, 2:2, 2:1	X	
Duplex Capacity	50 sheets	X	
Finisher	<u>50/30</u> sheets	X	
Stapler	<u>50/30</u> sheets	X	
Hole punch	2/3 hole	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 50 sheet RADF	X X X X	100 Sheet ByPass  100 Sheet Single Pass Doc Feeder
Paper Weights	16 to 34 lbs.	X	
On-line paper drawers	1 x 550, letter 1 x 550, legal		2 x 500 Sheet Paper Trays
First copy speed	4.1 seconds	X	3.9 Seconds
Min. original size	5 ½” x 8 ½”	X	
Max. original size	11” x 17”	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	<input checked="" type="checkbox"/> 15 amp <input type="checkbox"/> 20 amp		
Copier cabinet	Required	X	
Copy Management Department Codes	No. of accounts <u>1,000</u>		
Copier Dimensions Closed	H= <u>38</u> “ W= <u>25 ½</u> “ D= <u>27 ½</u> “		
Copier Dimensions Opened	H= <u>38</u> “ W= <u>32 ½</u> “ D= <u>35 ½</u> “		
Make and Model of Copy Machine D			<b>Sharp MX-M453</b>

**COPY MACHINE D (CONT.)**

<b>COST-PER-COPY</b>	<b>\$ <u>0.01100</u></b>
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**Options and Part Numbers:**

**Monthly Charge:**

1. <u>Saddle Stitch Finisher (FN10) w/Paper Pass Unit (RBX3)</u>	\$ <u>30.14</u>
2. <u>Large Capacity Tray (3,500 pages – LCX1)</u>	\$ <u>15.60</u>
3. <u>Fax Board (FXX2)</u>	\$ <u>11.19</u>
4. <u>Extra Paper Drawer (500 Sheets – DEX8)</u>	\$ <u>8.66</u>
5. <u>Two Extra Paper Drawers (2 – 500 Sheets – DEX9)</u>	\$ <u>12.45</u>

**Network Requirements:**

Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:

**Descriptions and Part Numbers**

**Monthly Charge:**

1. <u>Print Module (PB11)</u>	\$ <u>14.93</u>
2. <u>Scan Module (NSX1)</u>	\$ <u>5.87</u>
3. <u>Post Script (PKX1)</u>	\$ <u>4.47</u>
4. <u>Color Scanning Standard</u>	\$ <u>0.00</u>
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____

**Extended Service Option:**

**Monthly Charge:**

Service provided 24 hours per day, 7 days a week including holidays	\$ <u>0.00</u>
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**COPY MACHINE E**

**EXHIBIT “F”**

<b>Category</b>	<b>Requirements</b>	<b>Comply (X)</b>	<b>Describe Exception</b>
Type	Console with Stationary platen	X	
Toning systems	Dry dual component toner	X	
Average monthly copy volume	20,001-50,000 copies	X	
Manufacturer’s recommended monthly copy volume	<u>10,000-100,000</u> copies per month		
Copy speed	65 copies per minute		62 Pages Per Minute
Warm up time	Maximum 180 seconds	X	120 Seconds
RADF Speed	Minimum 65 copies per minute		62 Pages Per Minute
Automatic Duplexing	1:2, 2:2, 2:1	X	
Duplex Capacity	50 sheets	X	
Finisher	<u>50</u> sheets	X	
Stapler	<u>50</u> sheets	X	
Hole punch	2/3 hole	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 100 sheet RADF	X X X X	100 Sheet ByPass  150 Sheet Single Pass Doc Feeder
Paper Weights	16 to 34 lbs.	X	
On-line paper drawers	4 x 500, letter/legal/ledger 1 x 4,000, letter	X	2 x 500 Page Trays 1 x 2,000 Page Tray 1 x 3,500 Page Tray
First copy speed	4.1 seconds	X	3.5 Seconds
Min. original size	5 ½” x 8 ½”	X	
Max. original	11” x 17”	X	
Magnification	Zoom, 25% to 400% (9 presets & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	<input type="checkbox"/> 15 amp <input checked="" type="checkbox"/> 20 amp		
Copier cabinet	Required		n/a – Console Machine
Copy Management Department Code	No. of accounts <u>1,000</u>		
Copier Dimensions Closed	H= <u>46 9/10</u> “ W= <u>28 7/10</u> “ D= <u>26 7/10</u> ”		
Copier Dimensions Opened	H= <u>46 9/10</u> ” W= <u>76</u> “ D= <u>37 4/5</u> “		
Make and Model of Copy Machine E			<b>Sharp MX-M620</b>



**COPY MACHINE E (CONT.)**

<b>COST-PER-COPY</b>	<b>\$ <u>0.007700</u></b>
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**Options and Part Numbers:**

**Monthly Charge:**

1. <u>Saddle Stitch Finisher (F16)</u>	\$ <u>44.81</u>
2. <u>Fax Board (FX8)</u>	\$ <u>12.31</u>
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____

**Network Requirements:**

**Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:**

**Descriptions and Part Numbers**

**Monthly Charge:**

1. <u>Print Module (P19)</u>	\$ <u>18.22</u>
2. <u>Scan Module (NSX1)</u>	\$ <u>5.87</u>
3. <u>Post Script Module (PKX1)</u>	\$ <u>4.47</u>
4. <u>No Color Scanning</u>	\$ <u>N/A</u>
5.. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____

**Extended Service Option:**

**Monthly Charge:**

**Service provided 24 hours per day, 7 days a week including holidays \$ 0.00**

**COPY MACHINE F**

**EXHIBIT "G"**

<b>Category</b>	<b>Requirements</b>	<b>Comply (X)</b>	<b>Describe Exception</b>
Type	Console with Stationary platen	X	
Toning systems	Dry dual component toner	X	
Average monthly copy volume	50,001 copies & over	X	
Manufacturer's recommended monthly copy volume	<u>120,000</u> copies per month		
Copy speed	73 copies per minute		70 Pages Per Minute
Warm up time	Maximum 180 seconds	X	120 Seconds
RADF Speed	Minimum 73 copies per minute		70 Pages Per Minute
Automatic Duplexing	1:2, 2:2, 2:1	X	
Duplex Capacity	50 sheets	X	
Finisher	<u>50</u> sheets	X	
Stapler	<u>50</u> sheets	X	
Hole punch	2/3 hole	X	
Paper system	*Front load drawers *Auto Tray Switching *Minimum On-line 50 sheet bypass tray *Minimum 100 sheet RADF	X X X X	100 Sheet ByPass  150 Sheet Single Pass Doc Feeder
Paper Weights	16 to 34 lbs.	X	
On-line paper drawers	4 x 500, letter/legal/ledger 1 x 4,000, letter		2 x 500 Page Trays 1 x 2,000 Page Tray 1 x 3,500 Page Tray
First copy speed	3.9 seconds	X	3.5 Seconds
Min. original size	5 1/2" x 8 1/2"	X	
Max. original size	11" x 17"	X	
Magnification	Zoom, 25% to 400% (9 preset & 1% increments)	X	
Energy Saver Mode	Standard	X	
Specify Electrical Requirements:	<input type="checkbox"/> 15 amp <input checked="" type="checkbox"/> 20 amp		
Copier cabinet	Required		N/A Console Machine
Copy Management Department Code	No. of accounts <u>1,000</u>		
Copier Dimensions Closed	H= <u>46 9/10"</u> W= <u>28 7/10"</u> D= <u>26 7/10"</u>		
Copier Dimensions Opened	H= <u>46 9/10"</u> W= <u>76</u> " D= <u>37 4/5</u> "		
Make and Model of Copy Machine F			<b>Sharp MX-M700</b>

**COPY MACHINE F (CONT.)**

<b>COST-PER-COPY</b>	<b>\$ <u>0.007600</u></b>
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**Options and Part Numbers:**

**Monthly Charge:**

1. <u>Saddle Stitch Finisher (F16)</u>	\$ <u>44.81</u>
2. <u>Fax Board (FX8)</u>	\$ <u>12.31</u>
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____

**Network Requirements:**

**Hardware, Software, and Peripherals required for network printing, scan to email, scan to file, and color scanning:**

**Descriptions and Part Numbers**

**Monthly Charge:**

1. <u>Print Module (P19)</u>	\$ <u>18.22</u>
2. <u>Scan Module (NSX1)</u>	\$ <u>5.87</u>
3. <u>Post Script (PKX1)</u>	\$ <u>4.47</u>
4. <u>No Color Scanning</u>	\$ _____
5.. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____

**Extended Service Option:**

**Monthly Charge:**

Service provided 24 hours per day, 7 days a week including holidays \$ 0.00