



RESOLUTION No. 10-404

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH RAY MORGAN COMPANY FOR EQUIPMENT LEASING AND SERVICE

BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Agreement with Ray Morgan Company pertaining to Leasing and Service of Office Equipment in an amount not to exceed \$17,500 per month plus applicable sales tax for the period August 10, 2010 through December 31, 2015.

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to execute amendments to this contract up to an aggregate increase of ten (10) percent as may be necessary to change equipment and services to meet the needs of the County.

Funding:

Leasing:	4332 92004 412 1000 521700	\$127,455
Maintenance:	4332 92004 412 1000 520900	\$71,083

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of August, 2010, by the following vote of said Board:

Ayes: Supervisors Nate Beason, Ed Scofield,
John Spencer, & Ted S. Owens.
Noes: None.

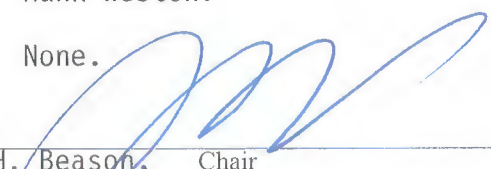
ATTEST:

Absent: Hank Weston.

CATHY R. THOMPSON
Clerk of the Board of Supervisors

Abstain: None.

By: Donna Lande, Deputy


Nathan H. Beason, Chair

DATE	COPIES SENT TO
8/11/10	A-C* (HOLD)
8/13/10	IGS <i>ll</i>
	Ray Morgan Co.
	A-C*

AGREEMENT FOR EQUIPMENT LEASING AND SERVICE

County of Nevada, California

This AGREEMENT is made between the **COUNTY OF NEVADA** (herein "County"), and **RAY MORGAN COMPANY, a California corporation** (herein "RMC"), pursuant to a procurement process by which the County issued a Request for Proposals on March 23, 2010, to which RMC responded with a proposal dated April 27, 2010. This Agreement incorporates by reference said RMC proposal with respect to all qualitative representations made therein regarding the performance expectations of leased equipment and RMC service. This Agreement supersedes said proposal with respect to specific quantities of and unit costs for items of equipment and software licenses.

1. **Period of Performance**

This Agreement shall commence on the date it is fully executed by both parties and shall continue until December 31, 2015. The termination date has been determined to be inclusive of the sixty (60)-month lease period of the latest machine installation scheduled under this agreement. Inasmuch as the lease period for each machine to be leased is 60 months, the terms and conditions as applicable to each such machine shall expire concurrent with the termination of each such 60 month lease period.

2. **Charges and Payments**

The charges (herein "Charges") for furnishing the aforesaid Leased Equipment and Services and Supplies under this Agreement are set forth in **Exhibit "E."** Except for California Sales Tax applicable to the goods and services provided under this Agreement, RMC shall be responsible for any applicable federal, state, or local taxes, including income taxes and personal property taxes, incurred as a result of this Agreement. Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of invoice by County. The maximum amount payable by the County under this Agreement is \$17,500 per month plus applicable sales tax. The County Purchasing Agent is authorized to execute amendments to this Agreement up to an aggregate increase of 10 percent of the maximum monthly amount as may be necessary to change equipment and services to meet the needs of the County.

Charges for Leased Equipment ("Lease Charges") and Services and Supplies ("Maintenance Charges") will accrue beginning on the installation date of each respective machine. RMC will invoice County monthly in advance for Lease Charges and in arrears for Maintenance and Supplies Charges per the rates listed below, plus applicable California sales tax. Invoices are payable upon receipt and County agrees to pay RMC all payments due hereunder no later than thirty (30) days after County's receipt of invoice. For any payment not received by RMC within ten (10) days of the due date as set forth herein, RMC may charge, and County agrees to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

3. **Scope of Work:**

RMC shall lease to County the Leased Equipment identified on **Exhibit A, "Schedule of Equipment,"** subject to terms and conditions as stated on **Exhibit B, "Terms and Conditions of Equipment Lease Agreement";** shall provide Services and Supplies for said equipment as described in **Exhibit C, "Terms and Conditions of Maintenance Agreement,"** and shall provide Software Licenses and Support as described in **Exhibit D, "Software Licensing and Support."**



4. Ownership and Location of Equipment:

RMC is the owner of all Leased Equipment and has sole title to said Equipment. County agrees to keep the Leased Equipment free and clear of all liens and claims. County will keep and use the equipment at County's office various locations located throughout Nevada County, California. County will keep RMC notified of the current location of all equipment throughout the term of this Agreement. At the conclusion of period of this Agreement, RMC will remove, at RMC's cost, all Leased Equipment from County premises.

5. Loss or Damage

County will maintain a standard All Risk insurance policy with RMC named as an additional insured payee upon any covered loss under the terms of the policy. County liability for loss or damage shall be limited to the types of loss or damage covered by said policy. County agrees to promptly notify RMC in writing of any loss or damage and to pay to RMC the fair market value of the lost or damaged Equipment. Damage resulting from normal wear and tear and equipment malfunction not caused by the County is excluded from this provision.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

RMC shall promptly provide proof of Commercial General Liability insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in an amount not less than \$1,000,000;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with RMC's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

RMC shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in an amount not less than \$1,000,000;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with RMC's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

8. Worker's Compensation: (County Resolution No. 90674)

RMC shall maintain a Worker's Compensation Insurance policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. Before commencing to utilize employees in providing Services under this Agreement, RMC warrants that it will comply with the provisions of the



California Labor Code, requiring RMC to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if RMC changes insurance carriers during the term of this Agreement or any extensions hereof, then RMC shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, RMC shall keep and maintain in full force and effect throughout the duration of this Agreement, policies of insurance required by this Agreement which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, RMC shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

10. Collateral Protection and Insurance

County agrees to keep the Leased Equipment fully insured against loss with RMC as loss payee in an amount not less than the replacement cost of the Leased Equipment for the period of this Agreement. County also agrees maintain a general public liability insurance policy from an insurer acceptable to RMC and include RMC as additional insured on the policy. County shall provide RMC with certificates evidencing issuance of these policies. Each policy must include a clause requiring the insurer to give RMC written notice of any alteration or cancellation of the policy. As long as County remains current, in the event of a loss (excluding losses resulting from acts of God), the replacement value of the equipment will be applied against any loss or damage. NOTHING IN THIS PARAGRAPH WILL RELIEVE EITHER PARTY OF YOUR RESPONSIBILITY FOR LIABILITY COVERAGE ON THE EQUIPMENT.

11. Indemnity:

Nothing herein shall be construed as a limitation of RMC's liability, and RMC shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of RMC, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

General Provisions

12. Contractor as Independent:

In providing services herein, RMC, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.



13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Agreement are personal to RMC and may not be transferred, subcontracted, or assigned without the prior written consent of County.

RMC shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein to the extent such insurance provisions are required of RMC under this Agreement. Failure of RMC to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

14. Nondiscriminatory Employment:

In providing Services hereunder, RMC shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

15. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject RMC to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this Agreement by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

16. Entire Agreement:

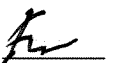
This Agreement represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by written, fully executed agreement of the parties.

17. Jurisdiction and Venue:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

18. Compliance with Applicable Laws:

The RMC shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Agreement.



19. Notices:

This Contract shall be managed and administered on County's behalf by the person and Department named below, and all invoices shall be submitted to and approved by this Department. All notices may be given to County and to RMC by first class mail addressed as set forth below. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

Ray Morgan Company:

Jim Adams, Regional Vice President
Ray Morgan Company
538 Searls Avenue
Nevada City, CA 95959
Phone (530) 478-9298
Fax (530) 478-9299
jadams@raymorgan.com

County of Nevada:

Mary Hall Ross, Chief Fiscal & Administrative Officer
Information & General Services Department
County of Nevada
950 Maidu Avenue
Nevada City, California 95959
Phone (530) 265-1705
Fax (530) 265-7112
mary.ross@co.nevada.ca.us

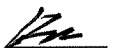
20. Authority:

All individuals executing this Agreement on behalf of RMC represent and warrant that they are authorized to execute and deliver this Agreement on behalf of RMC.

21. Termination for Non-Appropriations:

County covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under this Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the County to make payments under the terms of this Agreement; (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the County; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Leased Equipment will be operated and controlled by the County and will be used for essential government purposes and will be essential for the term of the Agreement.

In the event County is in default under the Agreement because: a) funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of County's obligations under the Agreement during said fiscal period; b) such non-appropriation did not result from any act or failure to act of County; c) County has exhausted all funds legally available for all payment due under the Agreement; and d) there is no other legal procedure by which payment can be made to Owner; then, provided that (i) County has given RMC written notice of the occurrence of (a) above thirty (30) days prior to such occurrence; (ii) RMC has received a written opinion from County's counsel verifying the same within ten (10) days thereafter; and (iii) County does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder from a third party; upon receipt of the equipment delivered to a location designated by RMC, at County's expense, County's



remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given. In the event that County elects to terminate this agreement pursuant to this paragraph 21, RMC may retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as RMC in its sole discretion may desire, without any duty to account to County.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the Beginning Date, above.

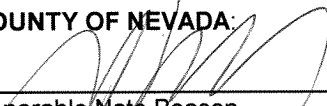
RAY MORGAN COMPANY:


Name: Kasa Lepman

Title: Exec. V.P. - CIO

Dated: 8-10-2010

COUNTY OF NEVADA:


Honorable Nate Beason

Chair, Board of Supervisors

Dated: 8-10-10

Attest: Donna Landi, Deputy
Cathy R. Thompson
Clerk of the Board of Supervisors

Approved as to form:
Michael Johnson
County Counsel



EXHIBIT "A"
SCHEDULE OF EQUIPMENT

County Location Reference	Canon Model #	Fax Board	Badge Reader	eCopy	eCopy Zonal OCR
34	IR3225				
59	IR3225				
60	IR3225				
1	IR3235i	X	X	X	
2	IR3235i	X	X	X	X
3	IR3235i	X	X		
4	IR3235i	X	X	X	
6	IR3235i	X			
7	IR3235i	X	X	X	
9	IR3235i	X	X	X	
10	IR3235i	X	X	X	
11	IR3235i	X	X	X	X
13	IR3235i	X	X		
14	IR3235i	X	X	X	
16	IR3235i	X	X	X	
20	IR3235i		X	X	
21	IR3235i	X	X	X	
22	IR3235i	X	X	X	
25	IR3235i	X	X	X	
27	IR3235i		X	X	
28	IR3235i	X	X	X	
30	IR3235i	X	X	X	
33	IR3235i	X	X	X	
35	IR3235i	X	X	X	
36	IR3235i	X	X		
37	IR3235i	X	X	X	
39	IR3235i	X	X	X	
41	IR3235i	X			
44	IR3235i	X	X	X	
46	IR3235i			X	
50	IR3235i	X	X	X	
51	IR3235i	X	X	X	
53	IR3235i	X	X	X	
56	IR3235i	X			
61	IR3235i			X	
66	IR3235i	X	X	X	
67	IR3235i			X	
68	IR3235i	X	X	X	
69	IR3235i	X	X		
71	IR3235i		X	X	
72	IR3235i	X		X	
18	IR5055			X	X
23	IR5055	X	X	X	X
38	IR5055	X	X	X	X
17	IR5075		X	X	
19	IR5075		X	X	
47	IR5075	X	X	X	

County Location Reference	Canon Model #	Fax Board	Badge Reader	eCopy	eCopy Zonal OCR
5	IRA5030 County-owned; contract for Services and Supplies only	X	X	X	
15	IRA5030	X	X	X	X
54	IRA5030	X	X		
58	IRA5030 County-owned; contract for Services and Supplies only		X		
8	IRA5035	X	X	X	
31	IRA5035	X	X		
12	IRA5051	X	X	X	
43	IRA5051	X	X	X	
TOTAL		42	44	42	6

EXHIBIT "B"
TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT

1. Equipment Locations

RMC shall install equipment at locations to be specified by the County Purchasing Agent. Equipment may be moved among County offices over the term of this Agreement. RMC will assist County in any reprogramming required to accommodate such moves. County will keep RMC informed as to the current locations of all equipment throughout the period of this Agreement.

2. Additional equipment may be added to this Agreement

3. Technical Support Requirements

- a. RMC will provide to the County operating manuals for all leased equipment.
- b. RMC will deliver drivers for all leased models to County on CD/DVD two (2) weeks prior to the beginning of implementation.
- c. RMC will provide training to equipment end users, and will provide technical training to County technical support staff.
- d. The County will have control and access to adjust settings for network and email notification on each machine.

4. Subject to the provisions for Amendment of this Agreement, equipment may be added at any time with pricing adjusted for the length of the remaining term of the Agreement. County may remove from the Agreement up to 10% of the units of equipment listed on Exhibit A with no penalty to the County.

5. Equipment Performance Requirements

Excluding user-created or preventable service calls, issues callused by power or other environmental problems beyond the control of RMC, and downtime in which required preventive maintenance exceeds specified downtime, RMC will insure that all leased equipment meets the following performance requirements:

- a. Half Day Down: If any leased piece of equipment is out of service in excess of four (4) business hours more than two (2) times in a 30 consecutive calendar day period or five (5) times in any 12 calendar month period, RMC will provide an action plan to the County to ensure that the excessive down time is eliminated. Subsequent down time in excess of the limits described herein over the remaining life of the lease will result in RMC replacing the equipment at RMC's expense within sixty (60) calendar days of County's request.
- b. Continuous Failures: If a piece of equipment requires more than four (4) service calls per month in any two (2) consecutive calendar months, RMC will provide an action plan to the County to ensure that the number of needed service calls can be reduced. Service calls on the same piece of equipment in excess of the limit described herein will result in the RMC replacing the equipment at RMC's expense within sixty (60) calendar days of County's request.
- c. Unsatisfactory Performance: If a piece of equipment does not perform within the compatibility and functionality requirements or specifications described in RMC's proposal April 27, 2010, the County will inform RMC and this equipment will be made to perform within these requirements (or specifications) or be replaced at RMC's expense within 60 calendar days of County request.
- d. Opt-Out Option: In the event two or more machines of the same model or equipment class demonstrate a pattern of unreliability or unsatisfactory performance as defined above in the Half Day Down, Continuous Failures or Unsatisfactory Performance sections, the County may request and RMC shall provide for that model or equipment class to be replaced in all locations where that model or equipment class has been installed.
- e. Equipment must operate at less than 5% down time, as described in Exhibit C, or be replaced at County's discretion with comparable equipment at no additional cost to the County.



- f. Equipment replaced under this section will retain the original lease termination date. Pricing on replaced equipment will be negotiable in the instance where equipment with similar specifications is not available. In the instance where the parties cannot come to an agreement regarding replacement equipment, the lease agreement for these devices will terminate without penalty to the County.
- 6. At no additional cost to the County, all leased equipment shall be protected by an appropriately sized and rated power surge protection device that shall additionally provide high frequency noise filtering. Phone/fax and network lines shall also be so protected.
- 7. All failed storage media will be returned to County IT for secure destruction; failed storage media will be replaced under the provisions of the warranty or service agreement at no additional cost to County.
- 8. At the conclusion of the term of this Agreement, unless such term is extended by an amendment executed by both parties, RMC will, at its own expense, remove all leased equipment from County premises. Prior to removal of such equipment, RMC will clear all storage media of all County information prior to removal from County property. The County expects procedures equivalent to Secure Wipe as described in the US Department of Defense standard "DoD 5220.22-M" to be followed for this purpose and that the performance of this procedure be logged as a service procedure for future County reference.



EXHIBIT "C"
TERMS AND CONDITIONS OF MAINTENANCE AGREEMENT

1. For each unit of equipment listed on Exhibit A identified as subject to the Maintenance provisions of this Agreement, RMC will provide emergency repair service, preventative maintenance service, replacement parts all supplies except paper and staples, in accordance with RMC's proposal dated April 27, 2010.
2. All maintenance services shall be performed by personnel who are factory certified to service the equipment.
3. Response Times and Equipment Availability:
 - a. Response Time: RMC will respond to all service calls by telephone within one (1) hour of the service call being placed. The average on-site response time for equipment located in the Grass Valley/Nevada City area will be within two (2) hours and for equipment located in Truckee will be within four (4) hours. In the event that RMC does not meet these response teime averages on a machine, RMC will provide a one month 10% service billing credit for the specific machine for which the response time average was not met. Service calls for which the end user and the technician have chosen to schedule a service visit beyond the target response time will be excluded. Rescheduled service calls will not be included in the average response time calculation. Average response times will be calculated over a three (3) month period.
 - b. Service Call Down-Time: The average down-time, measured from the time a service call is placed until repair has been completed, will not exceed four (4) hours for Nevada City and Grass Valley locations and six (6) hours for Truckee locations. In the event that RMC does not meet the average down-time requirement on a machine, RMC will provide a one month 10% service billing credit for the specific machine in which the down-time average was not met. Down-time, defined as unusable or inoperable equipment, will be calculated over a three (3) month period and may exclude user created or user preventable service calls, issues caused by power or other environmental problems beyond the control of RMC, down-time in which required preventive maintenance procedures exceed specified down-time requirements and service calls in which the end user and technician have agreed to schedule a service visit beyond the target response time.
 - c. Machine Up-Time: The equipment will be operational with an Up-Time average of 95% using the County's definition and calculation of 5% down-time based on 30 business days. Business days are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. RMC will provide a one month 10% service billing credit for the specific machine in which the Up—Time standard was not met. Calculations will exclude service calls in which a machine is operable and usable, user created or preventable service calls or issues caused by power or other environmental problems beyond the control of RMC. Machines in locations that require service that exceeds the requirement due to volume and/or applications and/or dirty environments, will not be calculated using this method. In this case, machines will be reviewed on a case by case basis by the County and RMC to determine whether the machine and RMC are performing within acceptable parameters.
4. Service Notification Requirements
 - a. Equipment will be programmed to provide to RMC an automatic service call with adequate detail to inform the service representative of the type and location of the equipment, nature of the service needed and date/time that the call was generated.
 - b. RMC will provide a copy to the County Service Desk via email of all service calls generated.
 - c. RMC will provide a service call log containing all automatically generated service call information to be reported along with the monthly billing information.
 - d. RMC will report the date/time the machine became fully operational after service or in some comparable way track and report equipment down time.
 - e. RMC will program equipment to display a message to inform users that a service call has been placed.
5. RMC will maintain an inventory of spare parts and other supplies necessary to meet the required service levels.



EXHIBIT "D"
SOFTWARE LICENSING AND SUPPORT

Software Support: Five (5) years of support is included for all products. RMC will, on County's behalf, remain current with all software and support licensing so that the latest versions and updates of the software are available to the County for the duration of this Agreement. Ownership of all software licenses will transfer to the County at the termination of this Agreement, subject to payment of all lease payments provided for in the Agreement.

- a. **UniversalSend Support:** During implementation, training will be provided to Nevada County IT staff on how UniversalSend is configured and how to maintain. Support is provided through RMC as an authorized factory trained dealer. If there is an issue that RMC is not able to resolve, a Canon engineer will be assigned to the issue and can be onsite if required. In the event that support from Canon is required, RMC will serve as a liaison and remain engaged in the troubleshooting and problem resolution process until the issue is resolved. The UniversalSend software is part of the MFD's operating system and is maintained by RMC service personnel. Nevada County IT staff will be able to configure and maintain UniversalSend settings without RMC/Canon assistance.
- b. **eCopy Support:** The eCopy software will be registered to the County and the County will have access to eCopy's knowledgebase. During implementation, training will be provided to Nevada County IT on how the system works and how to maintain. The County will have access to all of the installation files and configuration utilities to allow for ongoing implementations and maintenance without RMC support. If support is required, RMC will provide support along with eCopy. eCopy views trained value-added-retailers (VAR) such as RMC as tier 1 support with service level agreement (SLA), and they assist the VAR to ultimately support the customer. In the event that support from eCopy is required, RMC will serve as a liaison and remain engaged in the troubleshooting and problem resolution process until the issue is resolved.
- c. **Zonal OCR Support:** Zonal OCR will be supported the same way that eCopy is supported. eCopy tickets involving Zonal OCR will be handled by eCopy's Zonal OCR support team.
- d. **UniFlow Support:** The County will be trained on system architecture, troubleshooting and maintenance. If support is requested, first tier support is provided by RMC, which has direct access to Canon and UniFlow support. In the event that support from Canon or UniFlow is required, RMC will serve as a liaison and remain engaged in the troubleshooting and problem resolution process until the issue is resolved.

Description of Licensed Software:

Software	Function	Quantity
UniFlow Business Edition Server (250 concurrent users)	Base Server for Accounting, MFP Authentication and Accounting	1
Remote Print Server	Enables print server integration	2
Office Modules	Statistics, Secure Print, Rules- Based Routing	3
MEAP Clients	Enables MFD integration with Authentication and Proxy Card	56
eCopy Essentials	Embedded integration with Exchange, file shares, fax servers	42
eCopy SharePoint Connector	Integrates with Sharepoint	42
eCopy SharePoint ZoneOCR	Indexes Documents into Sharepoint	6

EXHIBIT "E"
SCHEDULE OF CHARGES AND PAYMENTS

Lease and Maintenance Rates

Description	Monthly Lease Cost	Maintenance and Supplies Cost
IR3225 (copier only)	\$114.46	\$0.0132
IR3235i (35 ppm B/W)	\$176.98	
Fax Board	\$8.70	
B/W Copies		\$0.01068
IR5055 (55 ppm B/W)	\$267.41	
Fax Board	\$11.70	
B/W Copies		\$0.00527
IR5075 (75 ppm B/W)	\$306.29	
Fax Board	\$11.70	
B/W Copies		\$0.00497
IRA5030 (25 ppm Color)	\$237.80	
Fax Board	\$9.95	
B/W Copies		\$0.0108
Color Copies		\$0.0632
IRA 5035 (25 ppm Color) Includes Fax	\$259.93	
B/W Copies		\$0.0108
Color Copies		\$0.0632
IRA5051 (55 ppm Color) Includes Fax	\$305.02	
B/W Copies		\$0.00853
Color Copies		\$0.0587
Badge Reader (per machine)	\$9.33	