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Buyer: WKP

CONTRACT NUMBER: 010210

Event # 0153

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$2,000,000.00		Effective Date: 7/1/2023	Expiration Date: 6/30/2028
Contract Description:	Managed Print Device Services		
Contractor Information:		Contract Administrator (If Different):	
Nickgrace Inc. (dba UTEC) 1995 Highland Drive Suite C Ann Arbor, MI 48108 Vendor No: 40479		Tom Harrison Chief Operating Officer tharrison@utecit.com	
Purchasing Office Information:		Contract Administrator Oakland County Using Department:	
Buyer: Wendy Pucher Oakland County 2100 Pontiac Lake Rd 41W Waterford, MI 48328-2762 248-858-0511 purchasing@oakgov.com		Rod Davenport Chief Information Officer 1200 N. Telegraph Rd. Building 49West Pontiac, MI 48341 davenportro@oakgov.com	

The County and the Contractor may be referred to individually as a "Party" or collectively as the "Parties". The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: Thomas P. Harrison
Thomas P. Harrison (Jun 22, 2023 16:59 EDT)

FOR THE COUNTY:

SIGN: Rod Davenport
Rod Davenport (Jun 26, 2023 13:49 EDT)
Contract Administrator

SIGN: Scott N. Guzy
Scott N. Guzy (Jun 26, 2023 14:06 EDT)
Scott N. Guzy, CPPO, MBA, Purchasing Administrator

cmk

This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. County's G2G Marketplace Administration
- Section 7. Contractor's Warranties and Assurances
- Section 8. Liability
- Section 9. Insurance and Bond Requirements
- Section 10. Intellectual Property
- Section 11. Confidential Information
- Section 12. County Data
- Section 13. Information Technology Standards
- Section 14. General Terms and Conditions

§1. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 1.4. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's security.
- 1.5. **"Contract"** means this document and any other documents expressly incorporated herein.

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- 1.6. **“Contractor”** means the entity or person listed under “Contractor” on the first page of this Contract and Contractor Employee.
- 1.7. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
Exhibits (Applicable if Checked)
- 1.8.1. Exhibit I: Insurance Requirements
- 1.8.2. Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3. Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.4. Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 1.8.5. Exhibit V: Federally Funded Contract Requirements
- 1.8.6. Exhibit VI: Software License(s)
- 1.8.7. Exhibit VII: License for Use of County Servicemark
- 1.8.8. Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9. Exhibit IX: Scope of Contractor Deliverables/Financial Obligations
- 1.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.11. **“County Data”** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. County Data includes Confidential Information as defined in this Contract.

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- 1.12. **"County Network"** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **"Day"** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **"Deliverables"** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **"Effective Date"** means midnight on the date listed on the first page of this Contract.
- 1.16. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. **"E-Verify"** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: <https://e-verify.uscis.gov/enroll>.
- 1.18. **"G2G Marketplace Website"** means an Internet site used by County to provide information to PPBs about businesses providing services to County and agreements used by County and available to PPBs to procure services.
- 1.19. **"Intellectual Property"** means any developments, improvements, designs, innovations, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.20. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.21. **"Not to Exceed Amount"** means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.22. **"PPB"** which stands for Participating Public Body, means an entity created by state or Federal law which is primarily funded by or through a governmental authority and which registers to access County's G2G Marketplace Website.
- 1.23. **"Proposal"** means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.24. **"Purchase Order"** means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.25. **"Purchasing"** means the Purchasing Division of Oakland County.

§2. CONTRACT TERM AND RENEWAL

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date. Once the Contract has expired Contractor will no longer be listed in the G2G Marketplace, unless a new Contract is entered into by the Parties.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract

before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.

- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 14 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. CONTRACT TERMINATION

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a felony criminal offense or a criminal offense involving or related to Contractor's business; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the County, if the County materially breaches any duty or obligation contained herein and within such notice period has failed or has not reasonably attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.
- 4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.

- 4.4. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.
- 4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract.
- 5.2. **Software License(s).** If Contractor requires County to comply with a software license or any other third-party terms, the software license or other third-party terms must be attached to this Contract in Exhibit VI, and the Parties shall follow the terms and conditions therein. County is not obligated to follow or comply with any software license or other third-party terms that are not attached to or included in this Contract. Unless specifically agreed to by County in writing, if County Agents are required to accept click through license terms or any other terms not included in this Contract to access or use any of the Deliverables in this Contract, the terms and conditions of those click through licenses and other terms are without force and effect.
- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in the Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice, within sixty (60) days of Contractor's performance of the Deliverables listed in the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information reasonably requested by Purchasing. Unless otherwise set forth in the Exhibits, the County will pay undisputed invoices, which comply with this section (5.4), within

sixty (60) days after receiving the invoice. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.

- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the “Not to Exceed Amount.” If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the “Not to Exceed Amount,” then Contractor shall provide Purchasing with notice of this fact as soon as possible, but no later than ten (10) days before this event.
- 5.6. **County Not Obligated for Penalties/Costs/Fines.** The County shall not be responsible or liable for any cost; fee; fine; penalty; or other assessment of any kind that is incurred or suffered by Contractor in connection with or resulting from Contractor’s performance of this Contract under any circumstances.
- 5.7. **Set-Off of County Costs.** If the County incurs any costs (not specified in this Contract), loss or damage that is caused by or results from Contractor or Contractor Employees, then the County has the right to set-off those costs, loss, and/or damage from any amounts due and owing Contractor. This set-off includes, but is not limited to, withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges, or other property that are not returned by Contractor upon completion, termination, or cancellation of this Contract. County also reserves the right at any time to set-off any amounts it owes to Contractor under this Agreement against any amounts that Contractor owes to County.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§6. COUNTY’S G2G MARKETPLACE ADMINISTRATION.

- 6.1. **Deliverables and Terms Extended to PPBs.** After a competitive bidding and selection process by County, Contractor was chosen to provide the Deliverables, described more fully in the Exhibit IX, to County. Contractor shall offer the pricing, terms, and conditions in this Contract to a PPB, to enable a PPB to make purchases from Contractor according to the terms herein. Notwithstanding the foregoing, Contractor and a PPB may negotiate customized terms at their own discretion.
- 6.2. **NO COUNTY LIABILITY.** COUNTY SHALL NOT BE A PARTY TO A CONTRACT OR PURCHASE ORDER OF ANY TYPE BETWEEN CONTRACTOR AND A PPB. COUNTY SHALL NOT HAVE ANY LIABILITY, OF ANY SORT, TO CONTRACTOR, A PPB, OR ANY OTHER THIRD PARTY, FOR ANY HARM, DAMAGE, LOSS, OR ACTION THAT MAY ARISE FROM PURCHASES MADE BY ANY PPB PURSUANT TO THE TERMS OF THIS CONTRACT.
- 6.3. **Contractor and PPB Direct Dealing.** PPBs must deal directly with Contractor for any transactions such as purchases, invoices, price questions, disputes, etc. that relate to their individual agreement with Contractor. Contractor must respond timely to PPB inquiries. Failure to do so may result in County removing the Contract and Contractor’s Information from the G2G Marketplace Website.

- 6.4. **G2G Marketplace Website.** County will provide the following information on its G2G Marketplace website:
- 6.4.1. State that the Contract was the result of a competitive bidding process.
 - 6.4.2. Provide Contractor’s contact information for inquiries.
 - 6.4.3. Acknowledge that the County will receive a benefit from purchases subject to this Contract.
 - 6.4.4. Provide a County Liaison to answer questions concerning the expiration date of the Contract, the procedure for purchasing off the Contract, and the competitive bidding process followed by County.
- 6.5. **Contractor Information.** Contractor shall provide the following information to County and shall update the information timely whenever changes occur:
- 6.5.1. Description of Contractor’s **Deliverables** relating to those requested in the Request for Proposal will be placed on the G2G Marketplace Website.
 - 6.5.2. Every six months Contractor shall provide County with a “Contract Usage Statement” which means the names, Scope of Services selected, quantities purchased, and dollar amount of each agreement signed by a PPB using this Contract. Contractor may provide the dollar amount of an agreement only if a PPB will not permit disclosure of the other items. Failure to provide the Contract Usage Statement information to County may result in Contractor being removed from the G2G Marketplace website.
 - 6.5.3. The names of two representatives to act as a primary and secondary point of contact to provide County with the Contract Usage Statements and other information required in this Contract.
- 6.6. **Administrative Fee.** In recognition of the benefits to Contractor for County providing information to PPBs and potential participants, and the costs savings to Contractor for having this information available, Contractor shall pay County an administrative fee or other benefit described below in this section (the “Administrative Fee”) if Contractor offers the pricing, terms, and/or conditions in this Contract to a PPB. The Administrative Fee will correspond to three percent (3%) of the revenue Contractor receives from orders, purchases, and/or contracts it has entered into with PPBs who are receiving goods or services from Contractor based on the pricing, terms, and/or conditions of this Contract. Contractor shall pay the Administrative Fee to the County on a quarterly basis after the Contractor is paid by the PPB. County may provide Contractor with additional instructions regarding the procedure and/or manner of paying the Administrative Fee to County. In addition to and without limiting any other remedies allowed by law or equity, Contractor’s failure to timely pay the Administrative Fee may, in County’s sole discretion, result in removal of Contractor from the G2G Marketplace website.

§7. CONTRACTOR’S WARRANTIES AND ASSURANCES

- 7.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared

to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.

- 7.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 7.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.
- 7.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 7.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 7.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 7.7. **Contractor Employees.**
- 7.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 7.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 7.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 7.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order

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to receive a County identification badge, a Contractor Employee shall sign the “Acknowledgement of Independent Contractor Status” form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor’s obligations under this Contract.

- 7.7.5. **Background Checks.** At the County’s request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee’s eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 7.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor’s sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees’ federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify, defend, and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker’s Compensation, disability pay, or other insurance of any kind.
- 7.7.7. **Contractor’s Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act (“ACA”), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 7.8. **Acknowledgment of Independent Contractor Status.**
- 7.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.
- 7.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 7.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred

compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.

- 7.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.
- 7.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 7.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 7.10. **E-Verify.** In accordance with Miscellaneous Resolution No. 09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.
- 7.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 7.12. **Foreign Adversary Certification.** If Contractor supplies technology or equipment to County, Contractor certifies that the technology and/or equipment was not produced, assembled or manufactured by a foreign adversary, as defined, and as prohibited by the federal government.
- 7.13. **Taxes.**

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- 7.13.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 7.13.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 7.14. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, requirements and specifications in the Exhibits, industry best practices and care, professional standards, and in a diligent, workmanlike, and expeditious manner. Contractor acknowledges and agrees that time is of the essence for all Deliverables that are services.
- 7.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
 - 7.15.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable; (b) be of good quality; (c) be fit for their ordinary purpose; (d) be adequately contained and packaged; and (e) conform to the specifications and descriptions contained in this Contract. Contractor acknowledges and agrees that time is of the essence for providing all Deliverables that are goods.
 - 7.15.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.
 - 7.15.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 7.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.

§8. LIABILITY

- 8.1. **CONTRACTOR INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ALL CLAIMS, INCURRED BY OR ASSERTED AGAINST THE COUNTY BY ANY

PERSON OR ENTITY, WHICH ARE ALLEGED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES. THE COUNTY'S RIGHT TO INDEMNIFICATION IS IN EXCESS AND ABOVE ANY INSURANCE RIGHTS/POLICIES REQUIRED BY THIS CONTRACT.

8.2. **NO INDEMNIFICATION FROM THE COUNTY.** CONTRACTOR SHALL HAVE NO RIGHTS AGAINST THE COUNTY FOR INDEMNIFICATION, CONTRIBUTION, SUBROGATION, OR ANY OTHER RIGHT TO BE REIMBURSED BY THE COUNTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

8.3. **COUNTY LIMITATION OF LIABILITY.**

8.3.1. COUNTY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, REMOTE, SPECULATIVE, PUNITIVE, EXEMPLARY, LIQUIDATED, TREBLE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, OPPORTUNITY, USE, REVENUE, DATA, OR GOODWILL, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR CONTEMPLATED AND EVEN IF COUNTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

8.3.2. COUNTY SHALL NOT BE LIABLE IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, FOR TOTAL AGGREGATE DAMAGES IN EXCESS OF COUNTY'S PAYMENT OBLIGATIONS TO CONTRACTOR FOR THE DELIVERABLES UNDER THIS CONTRACT.

§9. INSURANCE AND BOND REQUIREMENTS

9.1. **Contractor Provided Insurance.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

9.2. **Contractor Provided Bonds.** Pursuant to Public Act 213 of 1963, if the Contract Not to Exceed Amount exceeds fifty thousand dollars (\$50,000.00) and the Contract is for the construction, alteration, or repair of any public building or public work or improvement of the County, then the Contractor shall furnish, at its sole cost, a performance bond and a payment bond to the County, which shall become binding upon execution of the Contract. Each bond shall be in an amount fixed by the County, as set forth in Exhibit IX, but in no event shall each bond be less than 25% of the Contract Not to Exceed Amount.

§10. INTELLECTUAL PROPERTY

10.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any

Software contrary to the provisions of any applicable Software license agreement or state or federal law.

- 10.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII. If Exhibit VII is not selected and attached to this Contract, Contractor shall not and has no right to use County servicemarks.
- 10.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure Contractor Employees assign their rights and interests in County Intellectual Property to the County.
- 10.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees are likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by County with appropriate credits to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.

§11. CONFIDENTIAL INFORMATION

- 11.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access of Confidential Information to any Contractor Employee or third-party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior

to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

- 11.2. **County Confidentiality Obligations.** County has no obligation to Contractor to keep confidential any information or records that are required to be disclosed by County under the Michigan Freedom of Information Act, 1976 PA 442, as amended (the “FOIA”) nor shall County be obligated to inform or provide notice to Contractor regarding the disclosure of information or records that are required to be disclosed under the FOIA. Furthermore, County may disclose Confidential Information to third parties if required by law, statute, subpoena, court order, or other legal process.
- §12. **COUNTY DATA.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:
- 12.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data to any third-party, for Contractor’s own purposes, or for the benefit of anyone other than the County, without the County’s prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 12.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor or Contractor Employees shall notify the County’s Chief Information Office as soon as practicable but no later than forty-eight (48) hours of “Discovery” of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a “Security Breach”). “Discovery” means the first day on which the Security Breach is known to Contractor or Contractor Employees. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. If Contractor uses or possesses County Data described in Exhibit II (HIPAA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of County Data.
- 12.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not permit Contractor Employees to store County Data on portable devices, including, but not limited to, personal computers, tablets, laptops, and phones, except for portable devices that encrypt County Data at rest, have up-to-date firewall and antivirus protection, require multi-factor authentication to access, and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide the Deliverables.
- 12.4. **Requirements for PCI Data.** If Contractor possesses, stores, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor

shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its PCI DSS Attestation of Compliance and its Certificate of Compliance with PCI Data Security Standard on or before the Effective Date. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current and will provide evidence that the Certification of Compliance is current to County upon request.

12.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.

12.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.

§13. INFORMATION TECHNOLOGY STANDARDS. If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:

13.1. **County Standards.** If Contractor and Contractor Employees that will be given access to the County Network, Contractor and Contractor Employees shall comply with the County Electronic Communications and Use of Technology Policy.

13.2. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the County Network and County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind.

13.3. **Completion of County Security Questionnaire.** Contractor warrants it has completed the County's security questionnaire. Each year, prior to the anniversary date of this Contract, and upon receipt of the County's security questionnaire, Contractor shall promptly provide the County with the answers to the County's security questionnaire.

§14. GENERAL TERMS AND CONDITIONS

14.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.

14.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor, or designee.

- 14.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, sanitary, responsible, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 14.4. **Removal of Contractor Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County may, at County's sole discretion, dispose of the personal property and bill Contractor for any costs associated with the removal and disposal or keep, have all rights to, and be the owner of the personal property.
- 14.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities. Without limiting any of the County's other setoff rights in this Contract, County has the right to set-off those costs and/or damages from any amounts due and owing Contractor.
- 14.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 14.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with any federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 14.8. **Discrimination.** Contractor, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
- 14.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all Family Members of Contractor Employees who: a) are employed by

the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all Family Members of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract. For the purposes of this section, "Family Member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption, marriage, or law.

- 14.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 14.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 14.12. **Assignments/Delegations/Subcontracts.**
- 14.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.
- 14.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 14.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.

- 14.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.
- 14.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 14.14. **No Third-Party Beneficiaries.** Except as expressly provided for the benefit of the Parties and the PPBs, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 14.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 2.** Contract Term and Renewal, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** County's G2G Marketplace Administration, **Section 7.** Contractor's Warranties and Assurances, **Section 8.** Liability, **Section 9.** Insurance and Bond Requirements, **Section 10.** Intellectual Property, **Section 11.** Confidential Information, **Section 13.** Information Technology Standards, and **Section 14.** General Terms and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information), and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).
- 14.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 14.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, executive orders, insurance policy requirements, and requirements applicable to its activities under this Contract. Contractor shall comply with all applicable laws and regulations related to the import, export, re-export, transfer, shipping, sale, re-sale, and/or use of goods, services, information, data, and equipment involving or related to this Contract.
- 14.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor

difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.

14.18. **Notices.**

- 14.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a written response or receipt of confirmation, if sent by e-mail or fax.
- 14.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 14.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.
- 14.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 14.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 14.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 14.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 14.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be

submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.

- 14.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan’s conflict of law principles. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 14.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

EXHIBIT I

INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at Contractor's expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 for each accident, \$500,000 for a disease for each employee, and \$500,000 for a disease policy limit. Contractor must comply with the following:

1. Be a Fully Insured or State approved self-insurer;
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Evidence of workers' compensation insurance is not necessary if neither Contractor nor any Contractor Employees come onsite to any County real property, land, premises, buildings, or other facilities in the performance of this Contract

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. This coverage shall be in excess of the scheduled underlying General Liability, Automobile Liability, and Employer's Liability Insurance policies with exclusions that are not broader than those contained in the underlying policies. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages. The following supplemental coverages are required if selected (checked):

1. **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor provides professional services that the County relies upon.
2. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
3. **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or provided by Contractor.
5. **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when storage, transportation and/or cleanup & debris removal of pollutants are part of the services utilized.
6. **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when medically related services are provided.
7. **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when County owned vehicles and/or equipment are stored and/or serviced at the Contractors facilities.
8. **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the "County of Oakland" and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policy has higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide thirty (30) days' written notice of cancellation/material change endorsement to the insurance coverages required by this Exhibit.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT II

BUSINESS ASSOCIATE AGREEMENT

(Health Insurance Portability and Accountability Act Requirements)

Exhibit II is a Business Associate Agreement between Contractor (“Business Associate”) and the County (“Covered Entity”). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as “Agreement.” The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

- §1. DEFINITIONS.** The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.
- 1.1 **Business Associate.** “Business Associate” means the Contractor.
 - 1.2 **CFR.** “CFR” means the Code of Federal Regulations.
 - 1.3 **Contract.** “Contract” means the document with the Purchasing Contract Number.
 - 1.4 **Contractor.** “Contractor” means the entity or individual defined in the Contract and listed on the first page of this Contract.
 - 1.5 **Covered Entity.** “Covered Entity” means the County of Oakland as defined in the Contract.
 - 1.6 **Designated Record Set.** “Designated Record Set” is defined in 45 CFR 164.501.
 - 1.7 **Electronic Health Record.** “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
 - 1.8 **HIPAA.** “HIPAA” means the Health Insurance Portability and Accountability Act of 1996.
 - 1.9 **HITECH Amendment.** “HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.
 - 1.10 **Individual.** “Individual” is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).
 - 1.11 **Privacy Rule.** “Privacy Rule” means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 1.12 **Protected Health Information.** “Protected Health Information” or “PHI” is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - 1.13 **Required By Law.** “Required By Law” is defined in 45 CFR 164.103.
 - 1.14 **Secretary.** “Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.

- 1.15 **Security Incident.** “Security Incident” is defined in 45 CFR 164.304.
- 1.16 **Security Rule.** “Security Rule” means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.
- §2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate agrees to perform the obligations and activities described in this Section.
- 2.1 Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; (f) Business Associate shall conduct a security risk analysis; and (g) Business Associate shall provide documentation upon request in relation to performance under this section.
- 2.2 Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.3 Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.
- 2.4 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.
- 2.5 Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.
- 2.6 Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:
- 2.6.1 If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, “discovery” means the first day on which the breach is known to Business Associate or should have been known by exercising reasonable diligence. Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose

unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate's possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

- 2.6.2 Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.3 Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.4 Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.
- 2.7 Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall ensure that any such agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.
- 2.8 Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.9 Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.
- 2.10 Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.
- 2.12 Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

§3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE. Business Associate may use and disclose PHI as set forth in this Section.

- 3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 3.2 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the disclosed PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.
- 3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 3.5 Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

§4. OBLIGATIONS OF COVERED ENTITY.

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- 4.1 Covered Entity shall notify Business Associate of any limitation(s) of Covered Entity in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.
- 4.2 Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI.
- 4.3 Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.
- 4.4 Covered Entity shall manage all users of the services including its qualified access, password restrictions, inactivity timeouts, downloads, and its ability to download and otherwise process PHI.
- 4.5 The Parties acknowledge that Covered Entity owns and controls its data.
- 4.6 Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Business Associate’s use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate’s permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate’s permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity’s web site.

§5. EFFECT OF TERMINATION.

- 5.1 Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity’s request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- 5.2 If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

§6 MISCELLANEOUS.

- 6.1 This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment.
- 6.2 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 6.3 **Amendment.** The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.
- 6.4 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.

EXHIBIT III

REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII

(Personally Identifiable Information)

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

1. DEFINITIONS

- 1.1 **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII.
- 1.2 **PII** (Personally Identifiable Information) means information that can be used to identify an individual, either alone or when combined with other personal or identifying information. PII includes, but is not limited to, a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts.

2. OBLIGATIONS

- 2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the County.
- 2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4 If Contractor or Contractor Employees discover a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within forty-eight (48) hours of discovery. For this purpose, "discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees. The notification to the County shall include the following: (a) describe the Security Breach in general terms; (b) describe the type of personal information that is the subject of the

Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.

- 2.5 If the County determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, Contractor shall reimburse the County for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identify monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, Contractor shall indemnify, defend, and hold harmless the County for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the County in connection with the Security Breach. Contractor shall reimburse County for the applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.
- 2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit, inspect and test Contractor's new safeguards put in place because of the Security Breach. Contractor shall be responsible for recreating lost County Data in the manner and on the schedule set by the County without charge to the County.

EXHIBIT IV

REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO CJIS DATA

(Criminal Justice Information Security)

Exhibit IV governs the requirements for Contractors with Access to Criminal Justice Information governed by the CJIS Security Policy of the FBI.

1. Definitions

- 1.1 **Criminal Justice Information (CJI)** means data or information governed by the CJIS Security Policy.
- 1.2 **Criminal Justice Information Services (CJIS)** means the Criminal Justice Information Services, a division in the Federal Bureau of Investigation (FBI) that sets a minimum standard of security requirements to protect and safeguard CJI.
- 1.3 **CJIS Security Policy** means the Policy that governs the security of CJI. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

2. Obligations

Contractor shall comply with the current version of the CJIS Security Policy, which may be amended from time to time by the CJIS Advisory Policy Board of the FBI. A link to the current FBI standards is available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

EXHIBIT V

FEDERALLY FUNDED CONTRACT REQUIREMENTS

Exhibit V sets forth additional provisions for all federally funded contracts. To the extent that this Contract is funded, in whole or in part, by any federal award, the following provisions apply:

1. **Termination.** In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County’s satisfaction, if applicable.
 - 1.1 **Right to Cure.** If the Contractor breaches this Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) Days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.
 - 1.2 **Termination Deemed for Convenience.** If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.
2. **Contractor’s Obligations Upon Termination for Cause.** If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys’ fees, court costs, and any reasonable additional costs the County may incur to procure the Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages and cannot be excluded by any other terms included in this Contract; however, such costs shall not exceed 50% of the County’s financial obligation under this Contract.
3. **Compliance with Laws.** Contractor shall comply with the following, if applicable:
 - 3.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”);
 - 3.2 The Copeland “Anti-Kickback” Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”);
 - 3.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
 - 3.4 The requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency;

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- 3.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- 3.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and
- 3.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 *et seq.*)
- 3.8 The requirements of 2 CFR 200.323 (Procurement of recovered materials), including, but not limited to, section 6002 of the Solid Waste Disposal Act, as amended, and 40 CFR Part 247.
- 3.9 The requirements of 2 CFR 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment).
- 3.10 The requirements of 2 CFR 200.322 (Domestic preferences for procurements).
- 3.11 The requirements and obligations imposed on contractors in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).
- 4. **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.
- 5. **Equal Employment Opportunity.** If this Contract meets the definition of “Federally Assisted Construction Contract” under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:
 - 5.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 5.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 5.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 5.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 5.8 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States

EXHIBIT VII

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter “Mark”), described and listed in the Servicemark Guidelines (below), for programs and activities that are directly related to the Deliverables and governmental services provided by the County.

The Mark may be used on: (Applicable if Checked):

- Printed materials
- Electronic materials
- Contractor’s website: [<https://www.utecit.com/>]

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County’s rights in the Mark.

The County may terminate Contractor’s rights under this Exhibit if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

OAKLAND COUNTY SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

OAKLAND COUNTY, MICHIGAN
LOGO BRAND STANDARDS

PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.

However, **only one style of logo may be used per publication.** For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

HORIZONTAL "TWO TREES" LOGO



STACKED LOGO



LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.



BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS	347
CMYK	84, 15, 78, 2
RGB	0, 154, 102
HEX	#009A66

PMS	Black C
CMYK	0, 0, 0, 100
RGB	0, 0, 0
HEX	#000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.



WHITE SPACE

A prescribed amount of space around the logo must be maintained at all times.



QUESTIONS

For questions or clarification on these brand standards, please contact:

Pam Tremble
Graphic Designer
County Executive Administration
(248) 858-8964 | tremblep@oakgov.com



Adobe Swatch Exchange
The official .ase file is available upon request

Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

G2G MARKET PLACE SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

G2G MARKET PLACE

Standard Logo

The G2G Market Place logo appears to the right. It is the primary element of the G2G Market Place visual identity and must appear on all official documentation or sign involving G2G Market Place.



LOGO USAGE

A prescribed amount of space around the logo should be maintained at all times. The space should be equal to or greater than the width of 1/4".

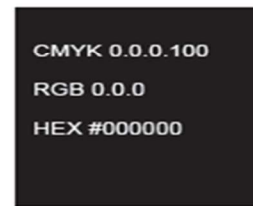
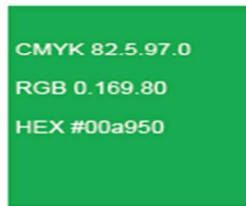


MINIMUM LOGO SIZE



Minimum logo width 3 inches and height is 1 inch.

COLORS



COLOR VARIATIONS

For 1-color print jobs, or when design dictates the logo may be used in all black or all white.



LOGO VARIATIONS

Below are alternate "stacked" logo options. They are shown in full color, all black, and all white versions.



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EXHIBIT VIII

ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS

I, _____, acknowledge that I am an employee or subcontractor of
(Name of Contractor's Company): _____
(hereinafter "Company") under Contract #: _____, and

- At all times during my assignment to Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

I understand that:

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee, I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.

I acknowledge that:

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.
- I will comply with and sign the FBI Criminal Justice Information Services Security Addendum if I will have access to CJIS Data.

Signed: _____

Date: _____

Print Name: _____

Witness: _____

Date: _____

(Contractor or Contractor Employee must provide a copy of completed form to the Purchasing Division –at Purchasing@oakgov.com to receive a County Identification badge.)



EXHIBIT IX

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

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1. INTRODUCTION

- 1.1. Contractor shall provide the County with Managed Print Services (“MPS”). The MPS includes support, supplies, parts, maintenance, and repair for all County Devices. County Devices (“Devices”) means all County labeled Multi-Functional Devices (“MFD”), Single Function Devices (“SFD”, a.k.a. printers), and Plotters (as referred to in Section 4.2).
- 1.2. Contractor shall:
 - 1.2.1. Provide price quotes for service-related issues or the supply of new additional replacement Devices and Covered Software, and the labor associated with installation, configuration, and testing of the Devices and software. County is required to review and approve all price and labor quotes prior to Contractor purchasing or implementing Devices and software. All prices shall be consistent with the terms of this Contract.
 - 1.2.1.1. Covered Software is defined as any product being used within MPS to facilitate any functionality of a Device.
 - 1.2.2. Contractor personnel with County badges and/or IAM credentials are required to complete all mandated County training which will include but not limited to:
 - 1.2.2.1. Monthly Terranova.
 - 1.2.2.2. Personnel background checks.
 - 1.2.2.3. Any other training deemed necessary by the County.
 - 1.2.2.4. Complete all required background checks and training within the timeframe set by the County.
 - 1.2.3. Provide on-site training for individuals designated by County.
 - 1.2.4. Provide troubleshooting documentation and end-user documentation as required by the County.

2. SERVICE FEATURES

- 2.1. The Deliverables provided by Contractor shall include:
 - 2.1.1. Providing all OEM parts for Ricoh multi-function Devices, including toner/ink. All maintenance will be performed in line with Ricoh guidelines/specifications. All parts and maintenance will not void any warranties on the Device or associated products from the manufacturer.
 - 2.1.2. Providing firmware updates and preventative maintenance in accordance with the manufacturer’s suggested schedule for all Devices.
 - 2.1.3. Providing software updates, patches, and support for all Covered Software. As set forth below for Devices, Servers, and Workstations, this includes, but is not limited to:
 - 2.1.3.1. Rightfax
 - 2.1.3.2. PaperCut MF
 - 2.1.3.3. PaperCut Print Deploy
 - 2.1.3.4. FMAudit

- 2.1.4. Evaluating existing County Devices and software to provide a recommendation regarding County's needs, including Devices, software and training, for each department identified by County.
- 2.1.5 As directed by the County, recommending and/or presenting technical designs and installing new output Devices and software, and/or providing enhancements to existing Devices and Covered Software.

3. SYSTEM IMPLEMENTATION

Contractor shall use the steps described below to implement all Device platforms:

3.1. Configuration Planning

Contractor and County shall work together to confirm:

- 3.1.1. The internet and firewall settings necessary for Device functionality.
- 3.1.2. The Device settings and functionality.
- 3.1.3. The covered software settings and functionality.
- 3.1.4. Site visits to validate space, power, and network drop requirements.
- 3.1.5. For network installation: MAC Addresses provided to the County or a list of IP addresses for the new Devices provided to the Contractor, prior to installation.
- 3.1.6. Network Share information for scan to folders.
- 3.1.7. All new MFD's must conform and align to current county workflows and functionality of the existing fleet.

3.2. Installation and Configuration

Contractor shall:

- 3.2.1. Advise the County on what is needed to begin and complete the installation at each County site and advise County of all communications, network connectivity, print connectivity, and construction requirements prior to installation of Devices and software.
- 3.2.2. Configure the Devices and software per the standards set by County.
- 3.2.3. Install the Devices and associated software on the Devices to facilitate full County workflows and functionality.
- 3.2.4. The Contractor must disable, enable, or modify factory protocols for new or replacement Devices as required by Oakland County.
- 3.2.5. As a default, all USB ports must be disabled on MFD Devices. Exceptions for business purpose may be requested.
- 3.2.6. Test the installed Devices and software (including settings and functionality).
- 3.2.7. Fine tune and adjust Devices and software settings and functionality as required.
- 3.2.8. Test the back-up and recovery systems including how documentation will be retained in the event of a data recovery.
- 3.2.9. All new Devices purchased and placed must be approved explicitly by Oakland County Workstation Services.
- 3.2.10. Provide County with the reports it requests and verify the reports provide the information expected in the reports.

3.2.11. Keep a current list of all County MPS Devices. This list should include, at minimum, as applicable: County Asset tag, IP Address, MAC Address, Printer Manufacturer, Printer Make/model, Serial Number, Page counts, Location.

3.2.12. Provide County Devices and software.

3.3. Training

Contractor shall:

3.3.1. Provide up to 2 hours of on-site training for all staff identified by County to participate in hands-on training for new installations at or near the install location. Follow-up training is free for the life of the Contract.

3.3.2. Ensure training covers all functions and features of the Devices and Software.

3.3.3. Provide County with detailed user guides that explain all the features and functions of Devices and software configured and installed for the MPS Project.

3.3.4. Provide training materials and reference links as agreed upon by County. The training materials will be updated by Contractor to include any changes made to the Devices and Covered Software specific to the County.

3.3.5. Ensure training materials are provided in Adobe PDF, MSWord format and any other format as agreed upon by County.

4. PRICING

4.1. One Time Costs

Deliverable	Description	One-time cost
Software Maintenance and Support for all MFDs (including new/additional purchases)		
PaperCut MF Maintenance and Support	Includes 5 years of maintenance and support	\$121,632.22
RightFax Maintenance and Support	Includes 5 years of maintenance and support	\$9,250.00
MFD Monitoring Solutions (FMAudit)	Included	\$0
Total Software Maintenance and Support Costs		\$130,882.22
Hardware		
Sharp 450P Devices (Qty 460)	460 Devices @ \$395 each	\$181,700.00
Sharp 350P Devices (Qty 180)	Included	\$0
Sharp 450P Devices (Qty 40)	Included, in addition to the 460 Devices above	\$0
680 Sharp Printers (Qty 680)	One-time shipping fee	\$51,000
Total Hardware Costs		\$232,700.00
Total One-Time Costs		\$363,582.22

4.2. Ongoing Operational Costs

Operational Costs will be calculated and billed on a monthly basis, per the following table:

Product	Unit Cost
Networked Device Operational Costs	
A3	\$.0032 per monochrome and \$.032 per color on cost per click based on usage.
A4	\$.01470 per monochrome and \$.047 per color on cost per click based on usage.
Off-Network Device Operational Costs	
Contractor shall provide maintenance and supply replenishment (as defined in section 4.4) for County's offline legacy printers at \$24/per Device, charged monthly. Printers that have been replaced by new Sharp Devices will assume a lower monthly rate of \$21/per Device. If all 218 off-network Devices have been replaced with Sharp Devices within 3 months of receipt of Devices, Contractor shall reimburse \$3/month charge for the previous charges per each legacy Device.	\$24 or \$21 per Device, per month
Existing HP Plotter Device Operational Costs	
Labor for existing HP Plotters will be charged a yearly flat rate. This does not include parts, which will be billed at a separate rate.	\$500 per Device, per year

4.3. Optional Costs

The following items may be included, upon receipt of prior written approval by the County:

Deliverable	Description	Unit Cost
Software		
PaperCut License	For new Devices that are not a replacement	\$295
PaperCut License for Replacement Devices	Transfer of PaperCut License to a Device from a different manufacturer	\$192
PaperCut License for Replacement Devices	Transfer of PaperCut License to a Device from the same manufacturer	\$0
RightFax Connectors	For new Device	\$267

Hardware		
Epson SureColor T5270 Printer, Single Roll 36"		\$3,685.00
Epson SureColor T5470 Printer with WiFi		\$5,591.25
Epson SureColor T7270 Printer, Dual Roll 44"		\$5,932.50
Epson SureColor T7270 Printer, Single Roll 44"		\$4,561.25
Additional MFD's		Reference Appendix A
A3 Devices – Delivery and Install Fee	For new purchases	\$150
A4 Devices and printers – Delivery and Install Fee	For new purchases	\$75
Supply Shipping	Off-network devices and District Court locations	\$20
Support		
Enhanced Support including After Hours and Holiday support		\$125/hr. with a 2 Hour Minimum
Plotter Consumables		
Epson SureColor T5270 Printer, Single Roll 36"	\$73.00	
Epson SureColor T5470 Printer with WiFi	\$73.00	
Epson SureColor T7270 Printer, Dual Roll 44"	\$73.00	
Epson SureColor T7270 Printer, Single Roll 44"	\$73.00	
Canon TX4000	\$206.00	
Canon 365 (Plotwave)	\$229.00	
Canon CW3500 (Color Wave)	\$350.00	
Canon TX4100	\$159.00	
Regular style Paper 30" Roll	\$120	
Regular style Paper 36" Roll	\$165	
Glossy style Paper 30" Roll	\$170	
Regular style Paper 30" Roll	\$210	

Existing Device Moves	
MFD or SFD Relocation within same building	\$0
MFD or SFD Relocation from one building to another	\$125
Hard Disk Drive Removal	
Hard Disk Drives (HDD) removal from decommissioned Devices for return to the County	\$125

4.4. The Networked Device Operational Costs and Off Network Device Operational Costs include the following components unless explicitly stated otherwise: Toner and Non-toner Ink, Preventative Maintenance Kits, Maintenance Parts and Labor, Hard Disk Drives, and Hardware needed for MFD Monitoring Solution.

5. PAYMENT

- 5.1. County shall pay Contractor \$79,250 for Total Software Maintenance and Support Costs referenced in Section 4.1, after the Contract is executed and the County receives an invoice. The remaining balance of \$51,632.22 shall be paid by the County in October 2023, after the County receives an invoice.
- 5.2. County shall pay Contractor \$138,700 for Total Hardware Costs referenced in Section 4.1, after the Contract is executed and the County receives an invoice. The remaining balance of \$94,000 shall be paid by the County in October 2023, after the County receives an invoice.
- 5.3. County shall provide payment to Contractor after the County receives an invoice and after the items are received or services completed, as applicable, for the Ongoing Operational and Optional Costs (as referenced in Sections 4.2 and 4.3) from the Contractor. All Optional Costs must be approved in writing by the County prior to the Contractor ordering items or providing services. These invoices shall be submitted to the County monthly and shall consist of the following itemized components, at a minimum:
 - 5.3.1. A3 Devices Operational Charge
 - 5.3.2. A4 Devices Operational Charge
 - 5.3.3. Off-Network Devices Operational Charge
 - 5.3.4. Supply Shipping Charges
 - 5.3.5. Additional Optional Charges Incurred

6. SYSTEM REPORTS

- 6.1. The Contractor will provide the County with the following two MFD Quarterly Billing

Reports utilizing the template provided in Appendix B:

- 6.1.1. The first MFD Quarterly Billing Report shall include all MFDs and shall be submitted on a quarterly basis and sent via email to designated contacts at the County's Fiscal Services Division, by 8am Eastern Time.
- 6.1.2. The second MFD Quarterly Billing Report shall include all MFDs and no IT assets and shall be submitted on a quarterly basis and be sent via secure FTP transmission (County shall provide an applicable process and credentials).
- 6.2. The MFD Quarterly Billing reports shall be submitted as follows:
 - 6.2.1. October file (July 1 - September 30) by the 10th of October.
 - 6.2.2. January file (October 1-December 31) by the 10th of January.
 - 6.2.3. April file (January 1- March 31) by the 10th of April.
 - 6.2.4. July file (April 1 - June 30) by the 10th of July.
 - 6.2.5. If any report submission day falls on a weekend, the report shall be submitted the Friday before the originally scheduled day.
- 6.3. The Contractor will provide the County with a MFD Weekly Asset Tracking Report Template utilizing the template provided in Appendix C. This report shall be submitted every Friday, by 4PM Eastern Time. If any report submission day is on a day the County is closed, the report shall be submitted the previous Business Day.

7. SERVICE MANAGEMENT & ON-GOING SUPPORT

7.1. Contractor shall be responsible for:

7.1.1. Maintaining a minimum monthly uptime (CM) average of 98% for Devices, which will be calculated based upon a nine-hour day (8:00 am – 5:00 pm Eastern Time), excluding weekends and recognized County holidays.

7.1.1.1. Uptime Calculation is:

D = # of days per month minus weekends & holidays

9 = 9 hours per day (8:00 am – 5:00 pm (EST))

P = # of print Devices for normal business hours

CU = Maximum monthly uptime in hours

O = Total outage in hours for all print Devices in a month

CO = Actual uptime in hours

CM = Monthly uptime %

Formula for Monthly Uptime Calculation:

$(D \times 9) \times P = CU$

$CU - O = CO$

$CO/CU = CM (\%)$

- 7.2. Contractor will provide one dedicated technician to Oakland County included in the Device Operational Costs. UTEC has an additional 30+ technicians to offer support as needed and is a part of a 600+ dealer network with MPS experience servicing all manufacturers. Their Technical staff will meet or exceed the expectations that Oakland County is requiring.
- 7.3. In addition, Contractor will provide the County with one full-time onsite Customer Loyalty Representative included in the Device Operational Costs. The Customer Loyalty Representative shall manage the County's Devices at County's designated locations with a focus on maximizing uptime, utilization, and user satisfaction while minimizing costs. The Customer Loyalty Representative shall also assist the County with developing, implementing, and managing ongoing site operations. The Customer Loyalty Representative, together with the Contractor's internal team, shall:
 - 7.3.1. Act as a liaison to the County in all matters concerning the Devices and for the Contractor's performance in providing services to County.
 - 7.3.2. Facilitate communication, as required, between the County's identified Facilities department personnel and IT personnel to ensure proper implementation and post- installation support is provided by Contractor.
 - 7.3.3. When necessary, utilize third-party resources to provide proactive maintenance, as well as ongoing maintenance to ensure Service Level Commitments are met.
 - 7.3.4. Monitor on-site inventory of key parts and supply items. FMAudit software will be used by Contractor to receive alerts for the networked Devices for auto shipment of toner direct to end users.
 - 7.3.5. Monitor Call/Support Center activity to ensure service Request response requirements are met.
 - 7.3.6. Coordinate, track, and report Device moves, Device removals, and new Device installations.
 - 7.3.7. Coordinate end user training for Device installations.
 - 7.3.8. Coordinate collection of periodic meter readings, including review and validation of the readings.
 - 7.3.9. Maintain database accuracy for FMAudit and generate/distribute periodic meter reports when Requested.
 - 7.3.10. Assist in conducting periodic user satisfaction surveys. Contractor will provide summary, analysis, and action plan for all survey results.
 - 7.3.11. Assist with analyzing the Device utilization to ensure that capabilities for each Device match the requirements of its actual use.
 - 7.3.12. Work with the County to recommend ongoing Device optimization through Device deployment, Device replacement, user training, etc.
 - 7.3.13. Assist with gathering data for ongoing feedback to the County for further development, enhancement, correction, and deployment

strategies.

- 7.3.14. Assist with reporting progress on the Service Level Commitment performance as defined in Section 7.6.9.
 - 7.3.15. Assist with providing metrics and trend reporting to the Contractor Team in support of the Bi-Weekly Operational Meetings.
 - 7.3.16. Ensure that all billing reports mandated by the County are submitted to the designated County contact and/or location within the required timeframe.
- 7.4. Contractor shall handle Service Requests as described below:
- 7.4.1. With the exception of Plotters, Contractor will provide a loaner of equal or greater capabilities if a Device cannot be repaired on-site within 18 normal business hours for Devices deemed "Critical" by Workstation Services, and 27 normal business hours for non-Critical Devices.
 - 7.4.1.1. For SFD(s) only, during business hours before a loaner is required, an impacted area must have an alternative print location available to them. If the impacted area does not have an alternative print location, the above SLA's are voided and the loaner Device needs to be prepared for the County to deploy immediately upon determining that there are no alternative solutions to restore service.
 - 7.4.2. Contractor will provide shelf stock of toner at the locations designated below. Common Device toners will be shipped to each location. Contractor will replenish the shelf stock as new toners are needed.
 - Information Technology SFDs in the Data Center and MFDs
 - Sheriff's Office MFDs at multiple locations
 - Water Resources Commissioner MFDs at multiple locations
 - Medical Examiner MFDs
 - Facilities Maintenance & Operations (FMO) MFDs at multiple locations
 - Parks and Recreation MFDs at multiple locations
 - 52nd District Courts SFDs and MFDs
 - 7.4.3. Electronically Monitored Devices will be set up to have just-in-time toner delivery. Non-Electronically Monitored Devices will require the end user (Requestor) to submit a toner Request via the Service Center ticketing system. Toners will be delivered within 3 Business Days to the appropriate contact person.
 - 7.4.4. When emergency toner/ink replenishment is needed, the Contractor shall provide replacement Devices to a designated County contact at the appropriate location within 2 hours of the Service Center Change Order being placed in Contractor's queue.

7.5. Contractor shall perform the following responsibilities:

7.5.1. Daily

- 7.5.1.1. Monitor supply orders. Validate and maintain central supply stock levels.
- 7.5.1.2. Receive and resolve service calls (Incidents and Change Orders) within timeframes as designated in Section 7.6.8.

7.5.2. Weekly

- 7.5.2.1. Provide service history reports for service calls (Incidents and Change Orders) demonstrating weekly call volume and elapsed time for resolution of service calls.
- 7.5.2.2. Escalate any service calls (Incidents and Change Orders) to County when Contractor cannot meet the Target Resolution Time as defined in Section 7.6.8.
- 7.5.2.3. Monitor supply process and resolve issues.
- 7.5.2.4. Monitor in-stock printer SFDs availability for emergency deployment. Minimum Device inventory will be established with Contractor.

7.5.3. Monthly

- 7.5.3.1. Monitor service and supply processes and resolve service and supply issues.
- 7.5.3.2. Manage meters and perform meter collection.

7.5.4. Quarterly

- 7.5.4.1. Prepare, distribute, and discuss the following activity and service reports with the County each quarter to determine what changes should be considered to improve the Managed Print Services program:
 - 7.5.4.1.1. Total cost per impression/printed page, Device uptime, and utilization.
 - 7.5.4.1.2. Print volumes by Device and site.
 - 7.5.4.1.3. Service request count, detail, and response time.
 - 7.5.4.1.4. Toner and other supply yields, usage, and costs.
 - 7.5.4.1.5. Device inventory, location, and status.
- 7.5.4.2. Research potential improvements and develop recommendations. Monitor impact of improvements implemented.
- 7.5.4.3. Provide status reports for Quarterly Reviews.

7.6. Contractor will perform the following County "Service Process":

- 7.6.1. All County Device related service center Requests, including Incidents and Change Orders, must be acknowledged within thirty (30) minutes from the time when the Request was placed in the Contractor's queue. Acknowledged means that Requests in the Service Center will be

responded to by the Contractor via a call to the County and will be reviewed by the Contractor. For Incidents, this is setting status to "Acknowledged", for Change Orders this is setting task step to "Information".

- 7.6.2. Any call that comes in after 5:00p.m. (Monday – Friday) or over the weekend that is not deemed an emergency by the County, will be addressed by the Contractor the next Business Day at 8:00 a.m. However, if a call is declared an emergency, the Contractor shall follow the requirements in Section 7.6.8.
- 7.6.3. All County Requests addressed by the Contractor, including phone communications, must be routed through the IT Service Center and/or the IT Service Center phone number.
- 7.6.4. Upon arrival at the Device, the Contractor must update the status of the Incident within the Service Center changing the status from "ACKNOWLEDGED" to "IN PROGRESS".
- 7.6.5. Once the Incident has been resolved by the Contractor's personnel, the technician must test and verify the work has been successfully completed. The personnel must demonstrate the resolution of the Incident to the County. Additionally, the Contractor personnel must perform the preventative/proactive maintenance checklist (as described under Section 7.7.) during Incident resolution. Upon the completion of these tasks, the checklist must be uploaded for the Incident in Service Center. The Service Center Incident must be updated to specify the root cause of the issue and the status must be changed from "IN PROGRESS" to "CLOSED – SITE VISIT".
- 7.6.6. In the event the Contractor's personnel can't resolve the Incident during the initial site visit, the Incident within the Service Center must be updated from "IN PROGRESS" to "WAIT". Once an Incident is placed in a state of "WAIT", the Contractor must "LOG A COMMENT" in the Service Center and provide an estimated time of completion for the Incident. Additionally, the Contractor must "LOG A COMMENT" and provide a status update daily.
- 7.6.7. When the Supplies Change Order or Incident is closed, a comment needs to be logged stating, "shipped by (shipping provider) on XX date (with tracking number or tracking URL, if available)" or "dropped at Materials Management drop off on XX date".
- 7.6.8. Contractor will respond to service-related Incidents and/or requests submitted by the County within the following time frames:

Service Type	Definition	Require Time To Respond	Status Reports	Target Resolution Time
Incident support by Phone – Normal Business Hours (8:00 AM – 5:00 PM, M-F)	Normal Incident entered through Service Center. This is measured from the time the request is submitted into the Contractor’s queue to the initial contact time with the Customer.	30 minutes	Daily, as entered into the Incident as a Logged Comment	48 hours
Incident support by Phone - Off-Hours Weekdays, Weekends (Defined as Friday at 5:01 PM – Monday at 7:59 AM), and County Holidays	Normal Incident entered through Service Center escalated to Contractor, Enhanced Response fees apply (refer to Section 4.3). This is measured from the time of Incident escalation to Contractor to initial contact time with the Customer.	1 hour	Every 2 hours, while active, to the County technician who escalated the Incident. This can be via direct text or phone call to the County technician.	48 hours
Incident support by On-Site Technician – Normal Business Hours (8:00 AM – 5:00 PM, M-F)	Normal Incident entered through Service Center. This is measured from the request being submitted into the Contractor's queue to Service Technician on-site at the impacted County site working to resolve the service issue.	2-4 Hours	Daily, as entered into the Incident as a Logged Comment	48 hours
Incident support by On-Site Technician - Off-Hours Weekdays, Weekends (Defined as Friday at 5:01 PM – Monday 7:59 AM), and County Holidays	Normal Incident entered through Service Center escalated to Contractor, Enhanced Response fees apply (refer to Section 4.3). This is measured from the time of Incident escalation to Contractor to Service Technician on-site at the impacted County site resolving the service issue.	2-4 Hours	Every 2 hours, while active, to the County technician who escalated the Incident. This can be via direct text or phone call to the County technician.	48 hours

Change Order support by Phone – Normal Business Hours (8:00 AM – 5:00 PM, M-F)	Normal Change Order entered through Service Center. This is measured from the request being submitted into Contractor’s queue to initial contact made with the County customer identifying the scope of service being requested.	30 Minutes	Every other day, as entered into the Change Order as a Logged Comment.	1 week, not including procurement time (if applicable)
Change Order support by Phone – Off-Hours Weekdays, Weekends (Defined as Friday at 5:01 PM – Monday at 7:59 AM), and County Holidays	Normal Change Order entered through Service Center escalated to Contractor, Enhanced Response fees apply (refer to Section 4.3). This is measured from the time of Change Order escalation to Contractor to initial contact made with the County customer identifying the scope of service being requested.	1 Hour	Every 2 hours, while active, to the County technician who escalated the Change Order. This can be via direct text or phone call to the County technician.	1 week, not including procurement time (if applicable)
Change Order support by On-Site Technician/Staff – Normal Business Hours (8:00 AM – 5:00 PM, M-F)	Normal Change Order entered through Service Center. This is measured from the request being submitted into Contractor’s queue to initial contact made with the County customer identifying the scope of service being requested.	2-4 hours	Every other day, as entered into the Change Order as a Logged Comment.	1 week, not including procurement time (if applicable)
Change Order support by On-Site Technician/Staff - Off-Hours Weekdays, Weekends (Defined as Friday at 5:01 PM – Monday 7:59 AM), and County Holidays	Normal Change Order entered through Service Center escalated to Contractor, Enhanced Response fees apply (refer to Section 4.3). This is measured from the time of Change Order escalation to Contractor to Service technician on-site at the County surveying and working with the customer finalizing the scope of services being requested.	2-4 hours	Every 2 hours, while active, to the County technician who escalated the Change Order. This can be via direct text or phone call to the County technician.	1 week, not including procurement time (if applicable)

7.7. Contractor will perform the following process on all service visits:

7.7.1. Clean and perform the following to the County Device:

7.7.1.1. Paper trays, feed and registration rollers

- 7.7.1.2. Duplex rollers and sensors
- 7.7.1.3. Claws and exit rollers and fix as needed
- 7.7.1.4. Rollers and sensors in ADF and accessories
- 7.7.1.5. Optics and glass, including CIS in SPDF
- 7.7.1.6. LD slit glass
- 7.7.1.7. Drum and developer assemblies
- 7.7.1.8. Charge, transfer and separation assemblies and rollers
- 7.7.1.9. Air filters and dust traps
- 7.7.1.10. Wipe and clean panels
- 7.7.2. Empty the Device's
 - 7.7.2.1. Waste toner bottles
 - 7.7.2.2. Staple waste containers
 - 7.7.2.3. Chad catch bin
- 7.7.3. Review/Replace and perform the following:
 - 7.7.3.1. Speak with Device representative upon arrival to verify problems
 - 7.7.3.2. Run reports; view jam and error counters, reset counters
 - 7.7.3.3. Inspect all assemblies and review Preventative Maintenance counters
 - 7.7.3.4. Reset Preventative Maintenance counters upon replacement of parts
 - 7.7.3.5. Review all repairs and status of Device
 - 7.7.3.6. Enter description of repairs in Remote Tech tool
- 7.7.4. All parts removed due to replacement will become the property of Contractor, except hard drives. All hard drives that are in print Devices that Contractor would replace and/or remove from County environment must be returned to County.
- 7.8. Contractor will establish and monitor a Supply & Part depot for Managed Print Services at the County's 49 West facility. All stock supplies and parts that are delivered to the Supply & Part depot located on the County's Campus will be delivered at no additional cost to the County. Parts ordered due to service calls will be delivered at no charge to all locations and processed by the Contractor's technicians. Supply items that are ordered from Contractor for off-campus use will be taken from the Supply & Parts depot and will be provided to County's Materials Management department for delivery at no charge. Any items that are not included in the Supply & Parts depot and requires shipment to customer's off-campus devices will be subject to a \$20 shipping charge. Contractor agrees to keep necessary shelf stock in each location as determined by the County.

- 7.9. The Contractor shall handle all current and future Return Merchant Authorization's (RMA) for Devices deployed through the Contractor.
- 7.10. FMAudit generated and individual requests will be processed by the Contractor's on-site personnel. Contractor will then create a shipping label that details delivery contact, address, and Device information. The Contractor's personnel will then place the item at the IT Front Desk for pick-up and delivery, or shipped for delivery per section 7.8.
- 7.11. The County shall assume costs of repairs for print Devices that are the result of user/human error. Contractor will receive prior authorization from County before performing any such repairs.
- 7.12. The performance and operation of any new Device acquired from Contractor is guaranteed for 5 years from the date of installation. If a Device is not performing within the machines design specifications and cannot be repaired, Contractor will replace the Device with a comparable or better model with comparable features at no cost to County. In the event the Device malfunction/failure is determined to be caused by accidental damage or misuse by the County, then County is responsible for the replacement of the Device.
- 7.13. Oakland County will engage Contractor as a first step in resolving any support and maintenance issues with PaperCut, OpenText, or any other 3rd party software that may be added later in this contract. The County reserves the right to bypass the Contractor to communicate with the vendor directly, when deemed necessary by the County.
- 7.14. Once engaged, Contractor shall be responsible for escalations with the vendor at the request of the County, as well as participate as a source of knowledge of the County MPS environment.
- 7.15. All HDD's must be returned to the County.

Appendix A – MFD Price List

The prices in Appendix A are valid through 7/1/2024. Pricing sheets will be provided annually thereafter. Models & Pricing are subject to change. Any pricing changes shall not increase more than 7% from the previous year.

The “MFD Price List” below explains the “Current Model” that will be replaced with the “Proposed Model” and any “Accessories Available”, the “MFD MSRP” and “Accessories MSRP” per Proposed Model, any “Discount(s)”, and the total or “Final” Price for each model.

Proposed Model	Current Model	Accessories Available	MFD MSRP	Accessories MSRP	Discount(s)	Final Price
Sharp MX-B467F	Ricoh IM 350F		\$2,805.00		\$1,988.33	\$816.67
		250-Sheet Tray		\$405.00	\$288.33	\$116.67
		550-Sheet Tray		\$620.00	\$447.78	\$172.22
Sharp MX-B476WH	Ricoh IM 350F		\$5,665.00		\$3,903.89	\$1,761.11
		1 x 600-sheet Paper Drawer		\$255.00	\$132.78	\$122.22
		Inner Finisher		\$1,510.00	\$926.67	\$583.33
Sharp MX-B557F	Ricoh IM600		\$9,820.00		\$7,070.00	\$2,750.00
		550-Sheet Tray		\$760.00	\$537.78	\$222.22
		2,100-Sheet Tray		\$1,525.00	\$1,086.11	\$438.89
		Staple Finisher		\$830.00	\$591.11	\$238.89
		Staple, Hole Punch Finisher		\$1,830.00	\$1,291.11	\$538.89
		4-Bin Mailbox		\$830.00	\$590.00	\$240.00
Sharp MX-C407F	Ricoh IMC400		\$5,260.00		\$3,771.11	\$1,488.89
		550-Sheet Tray		\$905.00	\$660.56	\$244.44
Sharp BP-50M45	Ricoh IM4500		\$11,580.00		\$9,341.11	\$2,238.89
		Stand/1 x 550-sheet Paper Drawer		\$975.00	\$758.33	\$216.67
		Stand/2 x 550-sheet Paper Drawers		\$1,250.00	\$972.22	\$277.78
		Stand/3 x 550-sheet Paper Drawers		\$1,740.00	\$1,345.56	\$394.44
		Stand/1 x 550 + 2,100-sheet Split Tandem Paper Drawers		\$2,210.00	\$1,654.44	\$555.56
		3,000-sheet Large Capacity Cassette (letter, requires BP-DE12/DE13/DE14/DE15)		\$1,740.00	\$1,278.89	\$461.11

		Long Paper Feeding Tray (for use with banner paper)		\$420.00	\$197.78	\$222.22
		50-sheet Staple Inner Finisher (for 26/31/36/45/55 ppm models)		\$2,210.00	\$1,654.44	\$555.56
		50-sheet Staple Inner Finisher (for 65 ppm model)		\$2,210.00	\$1,654.44	\$555.56
		1K Stacking 50-sheet Staple Finisher		\$2,870.00	\$1,981.11	\$888.89
		1K Stacking 50-sheet Staple/Saddle Stitch Finisher		\$3,370.00	\$2,136.67	\$1,233.33
		3K Stacking 65-sheet Staple Finisher		\$3,370.00	\$2,136.67	\$1,233.33
		3K Stacking 65-sheet Staple/Saddle Stitch Finisher		\$6,630.00	\$4,296.67	\$2,333.33
		Inner Folding Unit (can be combined with BP- FN13/FN14/FN15/FN16)		\$2,100.00	\$1,094.44	\$1,005.56
		3-Hole Punch Unit (requires BP-FN11/FN12)		\$775.00	\$569.44	\$205.56
		3-Hole Punch Unit (requires BP-FN13/FN14)		\$775.00	\$569.44	\$205.56
		3-Hole Punch Unit (requires BP-FN15/FN16)		\$775.00	\$569.44	\$205.56
		Paper Pass Unit (required for BP- FN13/FN14/FN15/FN16)		\$495.00	\$272.78	\$222.22
Sharp BP- 70M45	Ricoh IM4500		\$14,300.00		\$12,061.11	\$2,238.89
		Stand/1 x 550-sheet Paper Drawer		\$975.00	\$758.33	\$216.67
		Stand/2 x 550-sheet Paper Drawers		\$1,250.00	\$972.22	\$277.78
		Stand/3 x 550-sheet Paper Drawers		\$1,740.00	\$1,345.56	\$394.44
		Stand/1 x 550 + 2,100- sheet Split Tandem Paper Drawers		\$2,210.00	\$1,654.44	\$555.56
		3,000-sheet Large Capacity Cassette (letter, requires BP- DE12/DE13/DE14/DE15)		\$1,740.00	\$1,278.89	\$461.11
		Long Paper Feeding Tray (for use with banner paper)		\$420.00	\$197.78	\$222.22
		50-sheet Staple Inner Finisher (for 26/31/36/45/55 ppm models)		\$2,210.00	\$1,654.44	\$555.56

		50-sheet Staple Inner Finisher (for 65 ppm model)		\$2,210.00	\$1,654.44	\$555.56
		1K Stacking 50-sheet Staple Finisher		\$2,870.00	\$1,981.11	\$888.89
		1K Stacking 50-sheet Staple/Saddle Stitch Finisher		\$3,370.00	\$2,136.67	\$1,233.33
		3K Stacking 65-sheet Staple Finisher		\$3,370.00	\$2,136.67	\$1,233.33
		3K Stacking 65-sheet Staple/Saddle Stitch Finisher		\$6,630.00	\$4,296.67	\$2,333.33
		Inner Folding Unit (can be combined with BP-FN13/FN14/FN15/FN16)		\$2,100.00	\$1,094.44	\$1,005.56
		3-Hole Punch Unit (requires BP-FN11/FN12)		\$775.00	\$569.44	\$205.56
		3-Hole Punch Unit (requires BP-FN13/FN14)		\$775.00	\$569.44	\$205.56
		3-Hole Punch Unit (requires BP-FN15/FN16)		\$775.00	\$569.44	\$205.56
		Paper Pass Unit (required for BP-FN13/FN14/FN15/FN16)		\$495.00	\$272.78	\$222.22
Sharp BP-50M65	Ricoh IM6000		\$14,475.00		\$12,780.56	\$1,694.44
		Stand/1 x 550-sheet Paper Drawer		\$975.00	\$758.33	\$216.67
		Stand/2 x 550-sheet Paper Drawers		\$1,250.00	\$972.22	\$277.78
		Stand/3 x 550-sheet Paper Drawers		\$1,740.00	\$1,345.56	\$394.44
		Stand/1 x 550 + 2,100-sheet Split Tandem Paper Drawers		\$2,210.00	\$1,654.44	\$555.56
		3,000-sheet Large Capacity Cassette (letter, requires BP-DE12/DE13/DE14/DE15)		\$1,740.00	\$1,278.89	\$461.11
		Long Paper Feeding Tray (for use with banner paper)		\$420.00	\$197.78	\$222.22
		50-sheet Staple Inner Finisher (for 26/31/36/45/55 ppm models)		\$2,210.00	\$1,654.44	\$555.56
		50-sheet Staple Inner Finisher (for 65 ppm model)		\$2,210.00	\$1,654.44	\$555.56
		1K Stacking 50-sheet Staple Finisher		\$2,870.00	\$1,981.11	\$888.89
		1K Stacking 50-sheet Staple/Saddle Stitch Finisher		\$3,370.00	\$2,136.67	\$1,233.33

		3K Stacking 65-sheet Staple Finisher		\$3,370.00	\$2,136.67	\$1,233.33
		3K Stacking 65-sheet Staple/Saddle Stitch Finisher		\$6,630.00	\$4,296.67	\$2,333.33
		Inner Folding Unit (can be combined with BP-FN13/FN14/FN15/FN16)		\$2,100.00	\$1,094.44	\$1,005.56
		3-Hole Punch Unit (requires BP-FN11/FN12)		\$775.00	\$569.44	\$205.56
		3-Hole Punch Unit (requires BP-FN13/FN14)		\$775.00	\$569.44	\$205.56
		3-Hole Punch Unit (requires BP-FN15/FN16)		\$775.00	\$569.44	\$205.56
		Paper Pass Unit (required for BP-FN13/FN14/FN15/FN16)		\$495.00	\$272.78	\$222.22
Sharp BP-70M65	Ricoh IM6000		\$19,105.00		\$16,416.11	\$2,688.89
		Stand/1 x 550-sheet Paper Drawer		\$975.00	\$758.33	\$216.67
		Stand/2 x 550-sheet Paper Drawers		\$1,250.00	\$972.22	\$277.78
		Stand/3 x 550-sheet Paper Drawers		\$1,740.00	\$1,345.56	\$394.44
		Stand/1 x 550 + 2,100-sheet Split Tandem Paper Drawers		\$2,210.00	\$1,654.44	\$555.56
		3,000-sheet Large Capacity Cassette (letter, requires BP-DE12/DE13/DE14/DE15)		\$1,740.00	\$1,278.89	\$461.11
		Long Paper Feeding Tray (for use with banner paper)		\$420.00	\$197.78	\$222.22
		50-sheet Staple Inner Finisher (for 26/31/36/45/55 ppm models)		\$2,210.00	\$1,654.44	\$555.56
		50-sheet Staple Inner Finisher (for 65 ppm model)		\$2,210.00	\$1,654.44	\$555.56
		1K Stacking 50-sheet Staple Finisher		\$2,870.00	\$1,981.11	\$888.89
		1K Stacking 50-sheet Staple/Saddle Stitch Finisher		\$3,370.00	\$2,136.67	\$1,233.33
		3K Stacking 65-sheet Staple Finisher		\$3,370.00	\$2,136.67	\$1,233.33
		3K Stacking 65-sheet Staple/Saddle Stitch Finisher		\$6,630.00	\$4,296.67	\$2,333.33
		Inner Folding Unit (can be combined with BP-FN13/FN14/FN15/FN16)		\$2,100.00	\$1,094.44	\$1,005.56

		3-Hole Punch Unit (requires BP-FN11/FN12)		\$775.00	\$569.44	\$205.56
		3-Hole Punch Unit (requires BP-FN13/FN14)		\$775.00	\$569.44	\$205.56
		3-Hole Punch Unit (requires BP-FN15/FN16)		\$775.00	\$569.44	\$205.56
		Paper Pass Unit (required for BP- FN13/FN14/FN15/FN16)		\$495.00	\$272.78	\$222.22
Kyocera Ecoysis M2640idw	Ricoh IM350F		\$1,768.00		\$1,313.70	\$454.30
		250 Sheet Paper Tray - Legal <1>		\$151.00	\$83.05	\$67.95
		Copier Cabinet Stand		\$440.00	\$319.00	\$121.00
Kyocera Ecoysis M3860IDN	Ricoh IM600		\$5,935.00		\$4,260.80	\$1,674.20
		500 Sheet Paper Tray - Legal <1>		\$285.00	\$156.75	\$128.25
		250 Sheet Face-Up Rear Output Tray		\$76.00	\$41.80	\$34.20
		Copier Cabinet Stand		\$582.00	\$421.40	\$160.60
		Card Reader Attachment Kit		\$92.00	\$50.60	\$41.40
		Manual Stapler <1>		\$489.00	\$268.95	\$220.05
		Caster Kit		\$269.00	\$147.95	\$121.05
Kyocera CopyStar 408CI	Ricoh IMC400		\$9,055.00		\$4,980.25	\$4,074.75
		500 Sheet Paper Tray - Legal		\$516.00	\$283.80	\$232.20
		Dual 500 Sheet Paper Trays - Legal <1>		\$1,466.00	\$806.30	\$659.70
		2,000 Sheet Paper Tray - Letter <1>		\$1,571.00	\$864.05	\$706.95
		75 Sheet RADP for 508ci/408ci/358ci		\$1,614.00	\$887.70	\$726.30
		100 Sheet DSDP for 508ci/408ci/358ci		\$2,049.00	\$1,126.95	\$922.05
		270 Sheet DSDP for 508ci/408ci/358ci		\$3,000.00	\$1,650.00	\$1,350.00
		300 Sheet Internal Finisher		\$1,113.00	\$612.15	\$500.85
		1,000 Sheet Finisher for 508ci/408ci/358ci <2>		\$1,754.00	\$964.70	\$789.30
		3,200 Sheet Finisher for 508ci/408ci/358ci <2>		\$2,846.00	\$1,565.30	\$1,280.70
		Punch Unit for DF-5110		\$764.00	\$420.20	\$343.80
		5 Bin Mailbox		\$1,139.00	\$626.45	\$512.55
		Job Separator		\$236.00	\$129.80	\$106.20

		Attachment Kit for DF-5110 / DF-5120 / MT-5100		\$297.00	\$163.35	\$133.65
		Copier Cabinet Stand		\$500.00	\$275.00	\$225.00
		Original Hard Copy Holder		\$86.00	\$47.30	\$38.70
		Numeric Keypad		\$222.00	\$122.10	\$99.90
		Card Reader Holder		\$75.00	\$41.25	\$33.75
Kyocera Ecoysis M6635CIDN	Ricoh IMC400		\$5,410.00		\$4,257.20	\$1,152.80
		500 Sheet Paper Tray - Legal <1>		\$456.00	\$250.80	\$205.20
		Copier Cabinet Stand		\$454.00	\$329.70	\$124.30
TASKalfa 4004i	Ricoh IM4500		\$12,195.00		\$9,777.91	\$2,417.09
TASKalfa 5004i	Ricoh IM4500		\$14,716.00		\$12,048.11	\$2,667.89
		Dual 500 Sheet Paper Trays		\$1,467.00	\$1,031.40	\$435.60
		Dual 1,500 Sheet Paper Trays - Letter		\$1,573.00	\$865.15	\$707.85
		3,000 Sheet Large Capacity Side Tray - Letter		\$1,614.00	\$887.70	\$726.30
		140 Sheet RADP		\$1,617.00	\$1,136.35	\$480.65
		320 Sheet DSDP		\$2,258.00	\$1,587.27	\$670.73
		320 Sheet DSDP with Multi-Feed + staple detection		\$2,803.00	\$1,541.65	\$1,261.35
		500 Sheet Internal Finisher <4>		\$1,589.00	\$1,115.78	\$473.22
		Copier Cabinet Stand		\$358.00	\$225.34	\$132.66
		Fax System		\$1,315.00	\$923.45	\$391.55
		1,000 Sheet Finisher <1>		\$1,754.00	\$964.70	\$789.30
TASKalfa 6004i	Ricoh IM6000		\$14,380.00		\$11,357.03	\$3,022.97
TASKalfa 7004i	Ricoh IM6000		\$16,739.00		\$13,062.19	\$3,676.81
		Dual 500 Sheet Paper Trays		\$1,467.00	\$1,031.40	\$435.60
		Dual 1,500 Sheet Paper Trays - Letter		\$1,573.00	\$865.15	\$707.85
		3,000 Sheet Large Capacity Side Tray - Letter		\$1,614.00	\$887.70	\$726.30
		140 Sheet RADP		\$1,617.00	\$1,136.35	\$480.65
		320 Sheet DSDP		\$2,258.00	\$1,587.27	\$670.73
		320 Sheet DSDP with Multi-Feed + staple detection		\$2,803.00	\$1,541.65	\$1,261.35

		500 Sheet Internal Finisher <4>		\$1,589.00	\$1,115.78	\$473.22
		Copier Cabinet Stand		\$358.00	\$225.34	\$132.66
		Fax System		\$1,315.00	\$923.45	\$391.55
		1,000 Sheet Finisher <1>		\$1,754.00	\$964.70	\$789.30
Epson WF-M5799 Supertank	Ricoh IM350F		\$1,089.00		\$436.44	\$652.56
		500-sheet Optional Paper Cassette		\$358.99	\$219.27	\$139.72
		Low Optional Cabinet		\$395.00	\$296.44	\$98.56
		Medium Optional Cabinet		\$448.00	\$336.00	\$112.00
		Tall Optional Cabinet		\$538.00	\$403.67	\$134.33
Epson WF-M5799 Supertank	Ricoh IM600		\$1,089.00		\$436.44	\$652.56
		500-sheet Optional Paper Cassette		\$358.99	\$219.27	\$139.72
		Low Optional Cabinet		\$395.00	\$296.44	\$98.56
		Medium Optional Cabinet		\$448.00	\$336.00	\$112.00
		Tall Optional Cabinet		\$538.00	\$403.67	\$134.33
Epson WF-6590	Ricoh IMC400		\$639.00		\$266.44	\$372.56
		Optional 500-sheet paper cassette		\$350.69	\$166.50	\$184.19
Epson AM-C4000	Ricoh IM4500					\$4,275.00
Epson AM-C5000	Ricoh IM4500					\$4,775.00
		Inner Finisher				\$635.60
		Inner Finisher Bridge Unit				\$400.00
		Saddle Stitch Staple Finisher				\$2,700.00
		Saddle Unit				\$200.00
		Staple Finisher Bridge Unit A				\$525.00
		Staple Finisher Bridge Unit B				\$525.00
Epson AM-C6000	Ricoh IM6000					\$5,275.00
		Inner Finisher				\$179.20
		Inner Finisher Bridge Unit				\$400.00
		Saddle Stitch Staple Finisher				\$2,700.00
		Saddle Unit				\$200.00

		Staple Finisher Bridge Unit A				\$525.00
		Staple Finisher Bridge Unit B				\$525.00

Appendix B – MFD Quarterly Billing Report Template

The “[MFD Quarterly Billing Report Template](#)” attached provides a template, and the below information explains the Columns, their Headings and what information is needed. The Contractor must complete the template in its entirety, with the exclusion of Columns C, K, L, N-Y, and AK - AM.

1. **Column A: Journal** - Print job log or activity log which records all the print, scan, and copy jobs performed by the MFD.
2. **Column B: Device Line** - Brand or product line of the MFD.
3. **Column D: IP Address** - Unique numerical address assigned to the MFD.
4. **Column E: Manufacturer** - Company that manufactured the MFD.
5. **Column F: Model** – Specific model or version of the MFD.
6. **Column G: Serial Number** - Unique identification number assigned to each individual MFD by the manufacturer.
7. **Column H: Equip ID** - Internal identification number or asset tag of MFD.
8. **Column I: Address** - Physical address or location of MFD, such as the street address.
9. **Column J: Location** – Internal location of MFD, such as the building name, floor, room number, cubicle, etc.
10. **Column M: Install Date** - Date when the MFD was installed or put into service.
11. **Column Z: Start Read Date** - Starting date of meter reading or page count.
12. **Column AA: Start Total Pages** - Starting total page count of the MFD, which includes both black-and-white and color pages.
13. **Column AB: Start Mono Pages** - Starting page count for black-and-white pages only.
14. **Column AC: Start Color Pages** – Starting page count for color pages only.
15. **Column AD: End Read Date** – Ending date of the meter reading or page count.
16. **Column AE: End Total Pages** – Ending total page count of the MFD, which includes both black-and-white and color pages.
17. **Column AF: End Mono Pages** – Ending page count for black-and-white pages only.
18. **Column AG: End Color Pages** – Ending page count for color pages only.
19. **Column AH: Total BW Usage** – Total number of black-and-white pages printed, scanned, or copied by the MFD during the given time period.
20. **Column AI: Total Color Usage** – Total number of color pages printed, scanned, or copied by the MFD during the given time period.
21. **Column AJ: Total Usage** – Total number of pages (both black-and-white and color) printed, scanned, or copied by the MFD during the given time period.
22. **Column AN: Notes** - Optional field where additional information or comments can be added such as Change Order number, Device being replaced, maintenance history, usage patterns, etc.

Appendix C – MFD Weekly Asset Tracking Report Template

The “[MFD Weekly Asset Tracking Report Template](#)” attached provides a template, and the below information explains the Columns, their Headings and what information is needed. The Contractor must complete the template in its entirety.

Column A: Workday Contract – Refers to the contract associated in the Workday system.

Column B: Contract Line – Existing Device value will be provided from Fiscal Billing, and newly deployed systems will have no value.

Column C: Building Description – Description or name of the building or location where the Device is deployed.

Column D: Floor – Floor or level within the building where the Device is located.

Column E: Location – Internal location of Device, such as the building name, floor, room number, cubicle, etc.

Column F: OC Tag – Oakland County asset tag.

Column G: Department – Department or business unit within the organization that is utilizing the Device.

Column H: Manufacturer – Company that manufactured the Device.

Column I: Model – Specific model or version of the Device.

Column J: Serial Number – Unique identification number assigned to each individual Device by the manufacturer.

Column K: Contract – Contract number or identifier associated with the MPS agreement.

Column L: Contact – Name or identification of the person responsible for the Device.

Column M: Contact Phone – Phone number or contact information of the person responsible for the Device.

Column N: Notes – Optional field where additional information or comments can be added such as Change Order number, Device being replaced, maintenance history, usage patterns, etc.