

AMENDMENT NO. 02

MASTER AGREEMENT FOR LEASING COPIER/MULTIFUNCTION DEVICES (MFDs) AND FOR PROCURING MANAGED PRINT SERVICES

This Amendment No. 2 (“Amendment”) to the Master Agreement, dated July 1, 2019 (Agreement No. MFD-MA 2019-01) (the “Agreement”), is entered into as of July 1, 2024 (“Amendment Effective Date”), by and between the County of Contra Costa (the “County”) and UBEO West, LLC, a California limited liability company (“Contractor”), formerly known as Ray A. Morgan Company, LLC, a California limited liability company. The County and the Contractor are sometimes referred to herein together as the “Parties,” and each individually as a “Party.” Capitalized terms used but not defined in this Amendment shall have the same meaning as the terms have in the Agreement.

RECITALS

- A. The County and the Contractor entered into the Agreement to establish a leasing program that County departments could utilize to lease copiers and multifunction devices (MFDs) using a purchase order that incorporated the Agreement by reference. A purchase order issued under the Agreement needed to be issued on or before July 1, 2024, in order to be effective.
- B. The Parties desire to modify the Agreement to allow County departments to continue utilizing the copier and MFD leasing program established by the Agreement, inclusive of additional changes. The Parties desire to allow copiers and MFDs to be leased for between 36 and 60 months, provided the purchase orders are issued on or before June 30, 2027. The Parties also desire to update the copiers and MFDs that are available, associated pricing, and other Agreement terms.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledge, the Parties agree to amend the Agreement, as previously amended, as follows:

1. **CONTRACTOR.** Ray A. Morgan Company, LLC, the named Contractor under the Agreement, changed its name to UBEO West, LLC, as evidence by a “Secretary of State Amendment to Articles of Organization of a Limited Liability Company (LLC),” filed with the California Secretary of State on or about September 22, 2022. Each reference to “Contractor” in the Agreement, this Amendment, and each prior Amendment shall mean UBEO West, LLC, on and after the date of Contractor’s name change.

2. **TERM.** The last sentence in Section 2(A) (Term) of the Agreement is deleted in its entirety and replaced with the following sentence, to read:

“The Contractor shall perform its obligations under this Agreement and each purchase order issued under this Agreement for the entire term of the purchase order, provided that the term of the purchase order commences on or before June 30, 2027.”

3. **AGGREGATE PAYMENT LIMIT.** Section 3 (Aggregate Payment Limit) of the Agreement, as previously amended, is hereby deleted and replaced with new Section 3, to read:

“**3. AGGREGATE PAYMENT LIMIT.** The total payment limit for all purchase orders issued under this Agreement shall not exceed \$24,000,000.”

4. **CONTACTS.** Section 5 (Contacts) of the Agreement is hereby deleted and replaced with new Section 5, to read:

“**5. CONTACTS.** The principal points of contact for all County transactions under this Agreement are as follows:

COUNTY: Des Gebre, Senior Buyer
Purchasing Division
40 Muir Road, 2nd Floor
Martinez, CA 94553
Phone: (925)957-2492
dgebr@pw.cccounty.us

Anne Ortiz, Buyer II
Purchasing Division
40 Muir Road, 2nd Floor
Martinez, CA 94553
Phone: (925)957-2491
anne.ortiz@pw.cccounty.us

CONTRACTOR Martin Soares, Major Account Executive
470 Boulder Court, Suite A
Pleasanton, CA 94566
Phone: (925)383-4657
msoares@raymorgan.com

Jamie Williams, Major Account Executive
470 Boulder Court, Suite A
Pleasanton, CA 94566
Phone: (650)678-1200

A Party may change its contact at any time by providing written notice to the other Party at least five days before the change in contact becomes effective. The County, at its discretion, may designate additional departmental contacts in purchase orders issued under this Agreement.”

5. **COPIERS/MFD SPECIFICATIONS.** Effective on the Amendment Effective Date, Exhibits A-1.1 through A-1.4, attached hereto and incorporated herein, are hereby added as additional exhibits to the Agreement to set forth the specifications of copiers and MFDs that may be leased under the Agreement on and after the Amendment Effective Date. Exhibit A to the Agreement remains an exhibit to list the specifications for copiers and MFDs that may be leased under a purchase order issued on or before June 30, 2024.
6. **COPIER/MFD MODELS.** Effective on the Amendment Effective Date, Exhibits B-1.1 through B-1.4, attached hereto and incorporated herein, are hereby added as exhibits to the Agreement to set forth the copier and MFD models that the County may lease under the Agreement on and after the Amendment Effective Date. Exhibit B to the Agreement remains an exhibit to list copier and MFD models that the County may lease under a purchase order issued on or before June 30, 2024.
7. **COPIER/MFD PRICING SUMMARY.** Effective on the Amendment Effective Date, Exhibit E-1, attached hereto and incorporated herein, is hereby added as an exhibit to the Agreement to set forth all pricing connected with the lease of copiers and MFDs on and after the Amendment Effective Date. Exhibit E to the Agreement remains an exhibit to list all pricing connected with copiers and MFDs leased under a purchase order issued on or before June 30, 2024.
8. **CONTRACTOR TEAM.** Effective on the Amendment Effective Date, Section 28 (Assigned Team) of Exhibit D to the Agreement is deleted in its entirety and replaced with new Section 28, to read:

“28. Assigned Team.

- a. All persons assigned to work on-site will be required to undergo a criminal history check.
- b. The following are the personnel assigned to the County:

- 1) Martin Soares
Major Account Executive
msoares@ubeo.com
925-383-4657

- 2) Jamie L. Williams

High Volume Specialist
jwilliams@ubeo.com
650-678-1200

3) Richard Whitlock
Western Region President
rwhitlock@ubeo.com
925-519-4545

4) Kim Brouns
Major Account Specialist
kbrouns@ubeo.com
925-400-4174

5) Tony Pena
Director of Service
tpena@ubeo.com
510-600-5936
925-400-4184

6) Sunny Prasad
Service Manager
sprasad@ubeo.com
510-340-8898

7) Field Technicians

- Sunny Prasad
Manager - (HP/Canon/ Ricoh)
sprasad@ubeo.com
510-340-8898

- Earl Mercado
Manager - (Canon)
emercado@ubeo.com
415-310-7149

- Tim Siu
tsiu@ubeo.com
925-519-2879

- Joseph Jaurez
Manager - (HP)
jjuares@ubeo.com
925-226-6309

- Cesar Segura
Manager - (HP/Canon)
csegura@ubeo.com
925-596-3295

- Anthony Singh
Manager - (HP/Canon)
asingh@ubeo.com
510-606-0851

- Jimmy Chieng
tsiu@ubeo.com
510-606-0346

- Zhijian Deng
Manager - (HP/Canon/ Ricoh)
zdeng@ubeo.com
510-460-8714

8) Service/ Support

- Email: servicewest@ubeo.com
- Phone: 866-754-7677

9) Supply Management

- Email: supplieswest@ubeo.com
- Phone: 866-754-7677

Contractor may change the assigned team members with qualified replacement team members after providing five days' advance written notice to the County."

9. **MULTIPLE MFDs.** Notwithstanding anything to the contrary in the Agreement, as hereby amended, if a department will lease five or more MFDs under the same purchase order issued under the Agreement, the Contractor shall provide pricing below the pricing offered in Exhibit E-1.

10. **TECHNOLOGY ASSESSMENT.** If requested by a department, Contractor shall perform, without additional cost, a business technology assessment for the department to identify

recommended changes to MFDs, printers, managed print services, security, firmware updates, and management of all printing devices.

11. **MANAGED PRINT SERVICES.** If requested by a department, the Contractor shall provide managed print services under the Agreement for all department-owned copiers and MFDs, as well as all copiers and MFDs leased by the department under this Agreement.
8. **CLOUD FAX SERVICES.** If requested by a department, the Contractor shall provide cloud fax services to the department.
9. **EFFECT.** Except to the extent modified by this Amendment, each remaining term in the Agreement, as previously amended, shall remain unchanged and in full force and effect.
10. **COUNTERPARTS.** This Amendment may be executed in counterparts that, taken together, constitute one and the same instrument.

[Remainder of page intentionally left blank, Signatures on next page(s).]

COUNTY OF CONTRA COSTA

CONTRACTOR

BY: _____
Public Works Director/Designee

Name: _____
Title: _____
Signature: _____

ATTEST:

Name: _____
Title: _____
Signature: _____

Clerk of the Board of Supervisors

APPROVED AS TO FORM

[Attach Notary Acknowledgments]

Thomas L. Geiger, County Counsel

Assistant County Counsel

New Exhibits:

- | | |
|------------------------|---|
| New Exhibit A-1.1-1.4: | New Copiers/MFD – Specifications (effective July 1, 2024) |
| New Exhibit B-1.1-1.4: | New Copiers/MFD – Models (effective July 1, 2024) |
| New Exhibit E-1: | New Copiers/MFD – Pricing (effective July 1, 2024) |

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