

**COUNTY OF VENTURA
CONTRACT #6529
REMANUFACTURED TONER CARTRIDGES**

This contract entered into this 1st day of May, 2012, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and MJA HOLDINGS, INC., dba ONESTOP, hereinafter called "Contractor."

WITNESSETH

WHEREAS the County issued the COUNTY-WIDE REMANUFACTURED TONER CARTRIDGES Request for Proposal #5522 (hereinafter also "RFP") for the furnishing of Remanufactured Toner Cartridges throughout County Agencies and Departments; and

WHEREAS the Contractor presented a proposal dated November 24, 2010 (hereinafter also "Company's Proposal") to furnish Remanufactured Toner Cartridges

WHEREAS it is necessary and desirable that Contractor be engaged by County for the purpose of furnishing **Remanufactured Toner Cartridges** hereinafter described: and

WHEREAS the County and the Contractor are willing to enter into a furnishing of Remanufactured Toner Cartridges Contract in accordance with the RFP, the Contractor's response thereto, and the terms and conditions contained herein;

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

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in RFP #5522 and in Exhibit A, attached hereto.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, County will make payment to Contractor in the manner specified in Exhibit A.

3. **TERM**

This contract will be in effect for a period of three (3) years subject to all the terms and conditions set forth herein. This contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods. Time is of the essence in the performance of this contract

In the event of any extension of this contract beyond the initial three (3) year period, the County reserves the right to either accept or reject any price adjustments submitted in writing ninety (90) days prior to the end of the current contract period as part of the County's consideration for the contract extension.

Any price decreases will be effective immediately.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Boards of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this contract as thereby affected and Contractor will relieve the County of any further obligation therefore.

4. **RESPONSIBILITY OF CONTRACTOR**

The Contractor shall, prior to start of any work awarded hereby, secure at

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Contractor's own expense all persons, employees and equipment required to perform the contract requirements.

Contractor will be held fully responsible for performance of any subcontractors.

5. WARRANTIES

Contractor shall warrant and represent that:

- a. Its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. There exists no actual or potential conflict of interest concerning the services to be performed under this agreement. Contractor represents that performance under this agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability

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under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

7. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

8. TERMINATION

The County shall be able to cancel the contract, without penalty to the County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the contract term, which ever occurs first.
- b. The County may terminate this contract under the provisions of, Paragraph 9 "Default for cause."
- c. The County at its sole option may terminate this agreement upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this agreement. On completion or termination of this agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy, which it may be entitled at law or under this agreement.

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly non-disrupted business continuation of each party.

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9. DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

11. INSURANCE PROVISIONS

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles.

Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

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- 3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsements.
 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

12. NON-DISCRIMINATION

A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

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13. SUBSTITUTION

If particular people are identified as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

15. CONTRACT MONITORING

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Maria Moreno, Buyer or his/her authorized representative.

16. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

17. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

18. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor,

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and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

19. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

20. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

21. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR: MJA HOLDINGS, INC DBA ONESTOP
6303 OWENSMOUTH AVE., 10TH FLOOR
WOODLAND HILLS, CA 91367

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. **MERGER CLAUSE**

This Contract along with the following documents, which are incorporated into this agreement by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants

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and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

- 1) This Contract;
- 2) County of Ventura RFP #5522
- 3) Contractors Proposal Dated November 24, 2010

23. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

24. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

25. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

26. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

27. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this contract will be construed to be both a covenant and a condition.

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IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

Maria Moreno

Authorized Signature

Maria Moreno

Printed Name

Buyer

Title

March 29, 2012

Date

MJA HOLDINGS, INC DBA ONESTOP

[Signature]
Authorized Signature

MARK A. COOPER - President
Printed Name

CEO
Title

4/15/12
Date

45 - 1447955
Tax Identification Number

MJA HOLDINGS, INC. DBA ONESTOP

[Signature]
Authorized Signature

MARK A. COOPER - President
Printed Name

Secretary
Title

4/15/12
Date

If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

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EXHIBIT "A"**

County Reference	Manufacturer No.	Description	Re-Mfg Cartridge Unit Price	Compatible Cartridge Unit Price
1	C8767WN	HEWLETT PACKARD DJ 5740	\$6.05	\$11.40
2	C4096A	LASER CTG HP 2100 (C4096A)	\$27.45	\$34.50
3	113R00711	XEROX PHASER 4510 BLACK TONER	\$111.65	\$144.90
4	C9363WN	HEWLETT PACKARD DJ 5740	\$6.55	\$11.99
5	Q7551A	LASER CTG HP P3005 (Q7551A)	\$30.75	\$57.45
6	51645A	HEWLETT PACKARD DJ 850C	\$4.40	\$7.69
7	113R00657	XEROX PHASER 4500 PRINT	\$82.45	\$119.00
8	Q5942A	LASER CTG HP 4250 (Q5942A)	\$43.95	\$56.39
9	106578DN	HEWLETT PACKARD DJ 970C	\$14.58	\$16.25
10	CE505A	HEWLETT PACKARD Li P2035/2055D	\$27.45	\$54.00
11	CC364A	HEWLETT PACKARD U P4014/4015/	\$50.55	\$78.99
12	C8765WN	HEWLETT PACKARD DJ 5740	\$6.05	\$14.99
13	Q5942A	HEWLETT PACKARD LJ 4350A	\$43.95	\$56.39
14	Q6000A	HEWLETT PACKARD CU 2600	\$39.55	\$59.95
15	Q2612A	HEWLETT PACKARD U 1010	\$17.60	\$27.50
16	Q7551A	HEWLETT PACKARD U P3005D/DN	\$30.75	\$57.45
17	Q5949A	HEWLETT PACKARD U 1160A	\$24.75	\$36.03
18	C8766WN	HEWLETT PACKARD DJ 5740	\$6.60	\$14.85
19	CB436A	HEWLETT PACKARD U P1505/N	\$24.75	\$42.15
20	C4096A	HEWLETT PACKARD LJ 2100	\$27.45	\$34.50
21	Q5950A	HEWLETT PACKARD CU 4700	\$75.85	\$104.50
22	C8772WN	HEWLETT PACKARD DJ PS8250	\$5.50	\$7.69
23	Q6511A	HEWLETT PACKARD U 2420 (A)	\$30.25	\$69.23
24	CB335WN	HEWLETT PACKARD DJ D4260/4280	\$10.95	\$11.23
25	Q2610Z	LASER CTG HP 2300 (Q2610A)	\$38.45	\$46.32
26	C8773WN	HEWLETT PACKARD DJ P58250	\$5.50	\$7.69
27	CB540A	HEWLETT PACKARD CU CP1215	\$38.45	\$57.00
28	015949A	LASER CTG HP 1160 (Q5949A)	\$24.75	\$36.03

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EXHIBIT "A"**

County Reference	Manufacturer No.	Description	Re-Mfg Cartridge Unit Price	Compatible Cartridge Unit Price
29	TN430	BROTHER HL1240/1250J1270N	\$24.75	\$32.58
30	TN350	BROTHER HL2040/2070	\$21.95	\$36.23
31	C6656AN	HEWLETT PACKARD DJ 5550C	\$12.10	\$12.31
32	C4127X	LASER CTG HP 4000/4050 (C4127X)	\$26.40	\$37.69
33	CB541A	HEWLETT PACKARD CU CP1215	\$38.45	\$57.00
34	C9364WN	HEWLETT PACKARD DJ 5740	\$6.05	\$13.08
35	Q6511X	LASER CTG HP 2420 (Q6511X)	\$35.75	\$82.50
36	11A3540	LEXMARK 2300/2400 W/RIS	\$9.90	\$10.18
37	C3542A	HEWLETT PACKARD CU CP1215	\$38.45	\$57.00
38	CB543A	HEWLETT PACKARD CU CP1215	\$38.45	\$57.00
39	FO50ND	SHARP F04400/4450/DC500	\$36.25	\$56.46
40	Q6003A	HEWLETT PACKARD CU 2600	\$41.25	566.50
41	C8771WN	HEWLETT PACKARD DJ P58250	\$5.50	\$7.69
42	Q6511X	HEWLETT PACKARD U 2420 (X)	\$35.75	\$82.50
43	Q1338A	LASER CTG HP 4200 (Q1338A)	\$43.95	\$53.85
44	TN460	BROTHER HL1240/1250/1270N	\$24.75	\$34.49
45	Q6001A	HEWLETT PACKARD CU 2600	\$41.25	\$66.50
46	C4844A	HEWLETT PACKARD DJ 2200	\$6.33	\$10.51
47	Q1339A	HEWLETT PACKARD LI 4300	\$50.55	\$66.92
48	T078120	EPSON STYLUS PHT R260/380	\$5.39	\$7.08
49	C9351AN	HEWLETT PACKARD FAX 1250	\$12.05	\$12.62
50	CE505A	LASER CTG HP P2035/2055 (CE505)	\$27.45	\$54.00
51	Q6002A	HEWLETT PACKARD CU 2600	\$41.25	\$66.50
52	Q7553A	HEWLETT PACKARD U P2015	\$24.75	\$46.15
53	Q6470A	HEWLETT PACKARD CU 3600/3800N	\$52.25	\$89.95
54	C8721WN	HEWLETT PACKARD DJ PS8250	\$3.85	\$8.46
55	C7115X	LASER CTG HP 1200 (C7115X)	\$29.99	\$38.54
56	C9720A	HEWLETT PACKARD CU 4600/4650/	\$51.15	\$77.50

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EXHIBIT "A"**

County Reference	Manufacturer No.	Description	Re-Mfg Cartridge Unit Price	Compatible Cartridge Unit Price
57	C8727A	HEWLETT PACKARD DJ 3320	\$12.65	514.45
58	C3903A	LASER CTG HP 5P/5M P/6P (C3903A)	\$24.75	\$37.69
59	51640A	HEWLETT PACKARD DJ 1200C	\$17.57	\$19.92
60	C7115A	HEWLETT PACKARD U 1200X	\$21.95	\$29.95
61	Q5942X	HEWLETT PACKARD U 4350X	\$49.45	\$66.15

Contractor Responsibilities

The Contractor shall provide labor, supervision, materials, supplies, training, incidentals and management necessary to furnish Remanufactured Toner Cartridges.

1. 2% discount 10 days, Net 30 Days
2. Any product not on the attached list, will be cost plus 5%
3. Department will have a choice of delivery, either by Contractor's carrier or common carrier.
4. Contractor is responsible for the pickup and proper recycling/disposal of spent cartridges. Spent cartridges will be picked up at time of delivery. At the department's discretion, spent cartridges may be returned by mail. The Contractor will supply all necessary packaging, postage and supplies for the return of spent cartridges under this option.