

ATTACHMENT 2

MAINTENANCE AGREEMENT FOR MANAGED PRINT SERVICES

City of Lake Forest
100 Civic Center Dr.
Lake Forest, CA 92630



City of Lake Forest
REQUEST FOR PROPOSAL (RFP)
Maintenance Agreement for Managed Print Services

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1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, _____, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, located at 100 Civic Center Drive, Lake Forest 92630 ("City") and MRC Smart Technology Solutions, Inc, a California Corporation (Inc.) , with its principal place of business at 5700 Warland Drive, Cypress, CA 90630 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. **RECITALS.**

2.1. Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Managed Print maintenance services required by the City which shall be performance in accordance with the terms and conditions set forth in this Agreement and all plans, specifications and other contract documents attached to or incorporated into this Agreement. Contractor represents that it is experienced in providing Managed Print maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2. Project.

City desires to engage Contractor to render such services for the Managed Print Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1. Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Managed Print maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from November 1, 2024 to October 31, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2. Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Keith Neves, Assistant City Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the

authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Marcia Quo-Schmidt, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.10.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.2.10.3 It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Contractor

shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.13 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor must comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP") and the City of Lake Forest Local Implementation Plan ("LIP"). Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<http://www.ocwatersheds.com/documents/damp/mapplan>

A copy of the LIP is available on the internet at:

<http://www.lakeforestca.gov/296/Local-Implementation-Plan-LIP>

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, standards and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all third party claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, policies and standards described in Sections 3.2.13.2, 3.2.13.3 and 3.2.13.4 of this Agreement, or any other relevant water quality law, regulation, or policy.

(D) City shall provide Contractor written notice of any claim or action and allow Contractor to select attorneys of its own choice to appear and defend the claim or action. Contractor shall be responsible for its equitable share of any claims, liabilities, judgments, costs, and expenses based on Contractor's relative culpability.

3.3. Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed FIFTY-FOUR THOUSAND THREE HUNDRED AND FIFTEEN DOLLARS (\$54,315.00) without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by

City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4. Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5. General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: MRC Smart Technology Solutions, Inc
5700 Warland Drive
Cypress, CA 90630
ATTN: Marcia Quo-Schmidt

City: City of Lake Forest
100 Civic Center Drive
Lake Forest, CA 92630
ATTN: City Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all third claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement, the Sales and Service Agreement and Amendment 01 to the Sales and Service Agreement contain the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties. In the event of conflict of terms and conditions between documents incorporated herein, the following order of precedence shall control:

- a. The Sales and Services Agreement
- b. Amendment 01 to the Sales and Service Agreement;

c. This Agreement

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. However, Contractor reserves the right reserves the right to assign this Agreement to a parent, subsidiary, or affiliate. Such assignment shall be transparent to the City.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor-, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other considera-tion contingent upon or resulting from

the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6. Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

4. SIGNATURES.

4.1. SIGNATURES.

CITY OF LAKE FOREST

By:

Mark Tettermer
Mayor

ATTEST:

By:

Lisa Berglund
City Clerk

APPROVED AS TO FORM:

By:

Best Best & Krieger LLP
City Attorney

MRC Smart Technology Solutions, Inc

By:

David Milne
Treasurer

By:

Lisa O'Flynn
Chief Financial Officer (Corporation or LLC)

5. EXHIBIT "A" SCOPE OF MAINTENANCE SERVICES

5.1. EXHIBIT "A" SCOPE OF MAINTENANCE SERVICES

Contractor shall provide the following maintenance services relative to Managed Print for the City's Managed Print Services project.

The contractor shall provide all required maintenance on the Multi-function Devices (MFD) and city-owned printers to ensure uninterrupted use for city operations. Maintenance shall include, but is not limited to, installation, removal, preventative and repair maintenance, upgrades and provision of all supplies (e.g. toner and staples, etc.) required for use of the MFDs and printers except paper. Preventative maintenance consists of scheduled service calls necessary to maintain the equipment in first-class operating condition (e.g., cleaning, lubricating, adjusting, and replacing parts when needed). Remedial services consist of service calls necessary to repair equipment. Necessary repairs caused by fire, water, accident, and fluctuations in electrical power or customer abuse shall be outside the scope of work.

Response Time and Repair Credit

The contractor shall provide same-day (within 4 hours) or if after hours, the next business day service to repair and/or service equipment. City will require a per copy credit for all copies made during the course of repair testing and maintenance. The credit must appear as a separate line item on the invoices. All repair technicians dispatched to repair City MFDs for Maintenance Service shall be fully aware of the conditions contained herein. If during a repair call it is determined that a copier cannot be repaired in place within the business needs of the department (24 to 72 hours), another copier of like size and features is to be replaced at no cost other than the contract service/maintenance per copy charge in effect at the time. Contractor must maintain a staffed repair and dispatch center within a 60-mile radius of the City.

Equipment Uptime

Each device provided by the successful bidder(s) shall be expected to perform the intended functions, to operate satisfactorily and to produce acceptable copy quality for a minimum of 96% of the City's normal business hours over a consecutive three-month period. Any device or feature that does not meet the 95% measurement for any three consecutive month periods shall be replaced with new. Such replacements will be at no-charge to City. This performance guarantee shall apply for the duration of the contract.

Maintenance and Supplies

Coverage offered in each instance, is to be a full service maintenance contract including all toner, developer, fuser, oil, drums, staple cartridges, repair parts, waste containers, labor and preventative maintenance service. Contractor is not required to provide paper. Contractor must provide manufacturers' notices of discontinuing the production of any model furnished hereunder. The equipment will require preventative maintenance and repairs. The contractor shall provide preventative and remedial maintenance service during City's normal business hours 8:00 A.M. through 5:00 P.M. except on City holidays to keep the equipment in good working order. Preventative maintenance will be regularly scheduled and based on the specific needs of the equipment as determined by the

manufacturer. This schedule should be provided to each department at the beginning of the purchase. An annual review of the contract will be part of preventative maintenance. On Call remedial maintenance will be performed on an as needed basis as determined by City and/or determined by Copier diagnostics and “call-home” features. Any printer that isn't able to repaired by On call remedial maintenance shall be replaced with a like-for-like printer. An adequate inventory of spare parts must be kept by the proposer to be available for repairs necessary to keep the copiers operating. All maintenance will be performed by fully factory trained technicians. The successful bidder shall only use OEM replacement parts and manufacturer authorized and City-approved supplies in the equipment proposed. The successful Contractor will be responsible to pickup and recycle depleted toner cartridges or supply pre-address, prepaid return labels for shipping. Please specify in your proposal, the rate for fees and charges of maintenance service should it be requested outside normal business hours to service equipment.

Managed Print Services

Contractor shall assist the City in lifecycle management of its printer fleet. Within the first three months after executing the contract, Contractor shall perform an assessment of the City’s printer fleet and deliver a written report specifying recommendations for printer replacements and other actions it considers advisable with the objective of reducing overall cost of ownership and maximizing printing availability.

On-Site Training

Within 3 business days after delivery and installation of the MFDs, the contractor shall provide training to employees on the features and usage of the MFDs. The on-site training shall cover all facets and functions of the MFDs, including but not limited to:

- MFD print/scan functions
- Network print queue/job cancellation
- Duplex copying
- Finisher processing including staples, sorting, hole punch, booklets, binding
- Paper management/paper trays
- Basic error recovery, clearing paper jams, changing toner, ADF use, different sized originals, enlarging, decreasing, adding markings at the borders such as date/time stamps, etc
- Process for ordering supplies and service

Pilot Test, Delivery, Installation, and Configuration

The successful contractor(s) will coordinate a pilot installation phase with the City Information Services Division staff with one MFD. Upon installation, City shall operate the MFD for seven (7) days. All functions must work in City’s environment without difficulty or failure. The successful bidder(s) will be notified of any issue or failure. Should the MFD not perform in accordance with the requirements stated in this solicitation document to the satisfaction of City staff, the MFD must be removed at the bidder(s)

expense and the contract may be terminated. Upon successful performance of the MFD during this seven (7) day period, the MFD will be accepted. Upon a successful pilot, the contractor shall work in close coordination with the City's Information Services Division to ensure there is a seamless transition from the existing MFDs used by City to the newly purchased MFDs. To assist in the transition from old MFD to new, the contractor shall provide suggested delivery dates(s) and equipment MAC addresses at least one week in advance. The hard drives will be removed by the Contractor and returned to the City for proper disposal. Set up for network access and ongoing configuration will be maintained by City's Information Technology Department.

Personnel

Each qualified technician shall be trained in customer service and customer relations. Technicians must be capable of explaining service procedures and maintenance plans to clients, ensuring they understand the work being performed and the expected outcomes. A clear protocol should be established for technicians to escalate unresolved customer issues to higher-level support, ensuring prompt and satisfactory resolution.

Invoicing

Contractor to provide monthly invoicing for all fees. Contractors shall prepare a single monthly invoice which separates charges for each copier listing:

- Invoice date and number
- Purchase order contract number
- Location, make model and serial number
- Number of copies invoiced
- Current and previous reading
- Date of meter reading (if applicable)
- Line item identifying per copy credit for copies made during repair testing or maintenance
- Line item identifying response time service credits
- Line item for monthly lease (if applicable) and maintenance payments

Reporting

Four times per year Contractor shall prepare a quarterly Report for the City which contains the following information:

- Inventory of all devices (MFDs and Printers) supported by the Contractor and in service during the period noting all added and retired devices.
- B&W and Color image counts for the quarter, with a monthly average.

- List of all service calls with response time, and identifying all instances where on-premise response times did not meet the service level agreement.
- Operating cost of each device for the quarter and a monthly average, grouped and totaled by facility/building.
- Recommendations for service improvements.

Confidentiality and Non-Disclosure

Access and use of the City's network shall be considered sensitive, on an as-required basis, and must be appropriately secured. Should the Contractor encounter sensitive or proprietary information, the Contractor shall not release any information without prior written permission from the City. The City will maintain physical custody of any replaced MFD hard drive, whether due to necessary repairs or at end of its life.

Security

Proposers should outline which proposed equipment meets Common Criteria for IT Security Evaluation (ISO/IEC 15408) certification and Federal Information Processing Standard (FIPS).

Warranty

The Contractor shall provide details on the warranties for newly purchased multi-function devices and printers. This includes specifying the warranty duration, coverage details, replacement policies, and any exclusions or limitations. The Contractor must also provide all necessary warranty documentation, including certificates and service contact information, and outline options for extended warranties. All warranty terms must comply with relevant local and federal regulations and industry standards.

Equipment Moves

Each MFD may be relocated (after initial installation) one (1) time per year at no additional charge to City. Thereafter, if the same MFD is relocated, it will be at the rate no higher than \$150. This does not include copiers replaced or upgraded.

Environmental Sustainability

- During the term of this Agreement and any extension(s) of such term, Contractor agrees that its products will be compliant with the following environmental specifications: Complies with the EPA ENERGY STAR® Program Requirements for Imaging Equipment (www.energystar.gov), and equipped with reasonable recovery time from ENERGY STAR® power management modes
- Uses returnable, recyclable or remanufactured toner cartridges
- Contains materials made with recycled content and is designed for remanufacturing and reuse of parts

- Uses an organic photoreceptor (if not organic, it must not contain arsenic, cadmium, or selenium)
- Does not emit ozone, dust or styrene above EPA ENERGY STAR® Program Requirements

Table 1: List of City Owned Printers

Device Model	Facility	Building/Floor	Dept/Office
HP LASERJET P2035 MONO	Civic Center	Admin 1st Floor	Building Inspector
HP LASERJET ENTERPRISE 600 M601DN	Civic Center	Admin 2nd Floor	Management Services
HP CLJ MFP M479FDW DUPLEX AND WIRELESS	Civic Center	Admin 1st Floor	Public Works Management Assistant
HP LASERJET 1022	Civic Center	Admin 2nd Floor	City Manager
HP CLJ MFP M479FDW DUPLEX AND WIRELESS	Civic Center	Community Center	Community Center Office
HP CLJ MFP M479FDW DUPLEX AND WIRELESS	Civic Center	Admin 2nd Floor	Finance
HP CLJ MFP M479FDW DUPLEX AND WIRELESS	Civic Center	Admin 1st Floor	Building Counter
HP LASERJET ENTRPRSE M608N PRNTR	Civic Center	Admin 2nd Floor	Finance
HP CLJ MFP M479FDW DUPLEX AND WIRELESS	Civic Center	Admin 2nd Floor	Deputy City Manager
HP COLOR LASERJET PRO MFP M477FNW	Civic Center	Admin 1st Floor	City Clerk
HP LASERJET M604N	Civic Center	Admin 2nd Floor	Finance

HP LASERJET PRO MFP M130FN MONO	Civic Center	Admin 1st Floor	Police Services
HP CLJ MFP M479FDW DUPLEX AND WIRELESS	Civic Center	Admin 2nd Floor	Executive Assistant
HP COLOR LASERJET ENTERPRISE M653DN	Civic Center	Admin 1st Floor	Public Works / Admin Specialist
HP COLOR LASERJET PRO M452NW	Sports Park		Back Office
HP LASERJET 1022	Civic Center	Admin 1st Floor	Code Enforcement Supervisor
HP COLOR LASERJET M451	Civic Center	Admin 1st Floor	EOC
HP CLJ M454DN DUPLEX & ETHERNET	Civic Center	Admin 1st Floor	Police Services / STARS
HP COLOR LASERJET PRO MFP M477FNW	Civic Center	Senior Center	Front Desk
HP CLJ ENTERPRISE M652	Civic Center		Community Development / Admin Specialist
HP LASERJET PRO CP 1525NW	Civic Center	Admin 1st Floor	Community Development / Management Analyst
HP LASERJET PRO M501DN	Civic Center	Admin 1st Floor	Public Works
HP LJ M404N 40 PPM MONO COMMERCIAL PRT	Civic Center	Admin 2nd Floor	Human Resources
Epson ST-C2100 Tank Printer	Civic Center	Senior Center	Computer Lab

HP Color LaserJet Pro MFP M283fdw	Skate Park		Back Office
HP LaserJet Pro 4001dn	Skate Park		Front Office

Table 2: Current Copier Locations

Facility	Building/Floor	Dept/Office
Civic Center	Admin 1st Floor	Copy Room
Civic Center	Admin 1st Floor	City Clerk
Civic Center	Admin 1st Floor	Building Counter
Civic Center	Admin 1st Floor	Police Services
Civic Center	Admin 2nd Floor	Copy Room
Civic Center	Admin 2nd Floor	Copy Room
Civic Center	Senior Center	Staff Room
Civic Center	Community Center	Lobby
Sports Park		Front Office

Table 3: Copier Requirements

Feature	Bid	Notes
Print, Copy, Scan & Fax	Required	
Black & White and Color	Required	
10/100/1000Base-T Ethernet	Required	
Interface	Required	Touchscreen Control & Information Panel
Media handling	Required	Duplex document feeder 75 sheet capacity & 65 ppm processing.
Full Duplex	Required	1-1, 1-2, 2-2, 2-1

Scan-To File Types	Required	Pdf, Tiff, Jpeg
Automatic Staple	Required	
Photo Printing	Specify	
Paper Types	Specify Supported Types	
Security Print	Required	
Scan to USB	Required	
Scan to Email	Required	
Active Directory Integration	Required	
Scan to Network Folder	Required	
Custom job creation	Required	Multiple trays and paper types in one job
Min paper size (sheet-fed)	Required	5.5 inch
Envelope printing	Required	#10
Max paper size	Required	Legal
Copy Resolution	Required	Up to 600x600 dpi
Output Resolution	Required	Minimum: 1200x1200 dpi Up to 1200x2400 dpi
Multi-position Stapling	Required	Yes
Speed (B&W / Color)	Required	65 ppm / 65 ppm
First Image Speed	Required	5.0 seconds or less
Duplex Speed (B&W/Color)	Specify Speed	
Duty Cycle (pages per month)	Minimum	10,000
Feeder	Required	Min 75 sheets
Tray 1 (bypass) capacity	Minimum	100 sheets
Tray 2 capacity	Minimum	500 sheets
Tray 3 capacity	Minimum	500 sheets
Tray 4 capacity	Minimum	1,000 sheets
Max Paper Size	Required	Tabloid
High-capacity paper attachment	Required	2,000 sheet minimum

Stapling	Required	
Duty Cycle (pages per month)	Minimum	40,000
"C" folding	Optional	Itemize Pricing
Hole-punching	Optional	Itemize Pricing
Laserfiche EDMS Integration	Optional	Itemize Pricing

6. EXHIBIT "B" - SCHEDULE OF SERVICES

6.1. EXHIBIT "B" - SCHEDULE OF SERVICES

The Consultant shall provide the services described in Exhibit "A" Scope of Maintenance Services as directed by the City.

7. EXHIBIT "C" - COMPENSATION

7.1. EXHIBIT "C" - COMPENSATION

Contractor shall be paid for services in accordance with Section 3.3 of the Agreement and as described above under Exhibit "A" Scope of Services and the not to exceed fee of FIFTY-FOUR THOUSAND THREE HUNDRED AND FIFTEEN DOLLARS (\$54,315.00) and based on the following rates:

B/W Copier Maintenance - Price per copy for B/W on copier	810,000	Price per page
Color Copier Maintenance - Price per copy for Color on copier	120,000	Price per page
Subtotal: Cost for Copier Maintenance (9 B/W & Color Copiers)		
B/W Printer Maintenance - Price per copy for B/W on Networked City printer	30,000	Price per page
Color Printer Maintenance - Price per copy for Color on Networked City Printer	90,000	Price per page
Subtotal: Cost for Copier Maintenance (All on Network B/W & Color Copiers)		
Additional Services		
Total:		

Technician	\$180

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim.

8. EXHIBIT "D" - INSURANCE REQUIREMENTS

8.1. EXHIBIT "D" - INSURANCE REQUIREMENTS

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. (1) a Personal Automobile Liability policy for the Contractor's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., vehicles of employees).

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Contractors Pollution Liability:** Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended

reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

1.1.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT “and Contractor’s Pollution Liability”; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers’ Compensation:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers,

employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's

policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.