

**CITY OF CHULA VISTA
CONTRACTOR/SERVICE PROVIDER AGREEMENT
WITH COPYLINK, INC
TO PROVIDE CITYWIDE COPIER INSTALLATION AND MAINTENANCE**

This Agreement is entered into effective as of June 06, 2017 (“Effective Date”)¹ by and between the City of Chula Vista, a chartered municipal corporation (“City”) and CopyLink, Inc, a California Corporation) (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, the City recently completed a Request for Proposals for copier replacement throughout the City in accordance to Municipal Code Section 2.56.070; and

WHEREAS, CopyLink, Inc, was chosen to provide and provision a new copier fleet, and to provide ongoing maintenance for the copiers during the term of this agreement; and

WHEREAS, Contractor warrants and represents that they are experienced and staffed in a manner such that they are and can prepare and deliver the services required of Contractor/Service Provider to City within the time frames herein provided all in accordance with the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

¹ If City Council approved, insert date of City Council approval. Otherwise, insert a date no later than date Contractor’s work commences.

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City

shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-contractor/service providers as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-contractor/service providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Contractor/Service Provider's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Contractor/Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1 General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), 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/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider's obligations under this Section 4 is Contractor/Service Provider's obligation to defend, at Contractor/Service Provider's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider's Obligations Not Limited or Modified. Contractor/Service Provider's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider's obligations under this Section 4.

4.6 Survival. Contractor/Service Provider's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service

Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal

Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider's unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject

matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

COPYLINK, INC

CITY OF CHULA VISTA

BY: _____
Kevin Marshall
President

By: _____
Gary Halbert
City Manager

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Edward Chew
Director of ITS
276 Fourth Avenue, Building C, Chula Vista, CA 91910
619-691-5013
echew@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

COPYLINK, INC

Attn: Joseph Scaperotta
3441 Main Street, Suite 100, Chula Vista, CA 91911
619-424-8000
jscaperotta@copylink.net

For Legal Notice Copy to:

Joseph Scaperotta
3441 Main Street, Suite 100, Chula Vista, CA 91911
619-424-8000
jscaperotta@copylink.net

2. Required Services

A. General Description:

Contractor/Service Provider agrees to remove 46 old Savin copiers and 2 old Sharp copiers from various City locations. Contractor/Service Provider further agrees to the provision and installation of 46 Sharp multi-function copiers (Attachment "A") in a variety of City buildings. Contractor/Service Provider also agrees to provide on-going maintenance and repair for all 46 copiers during the term of this agreement.

B. Detailed Description:

PRODUCT INSTALLATION/REMOVAL

Contractor/Service Provider Shall:

1. Remove old Savin/Sharp copiers and return hard-drives to City IT Staff.
2. Order, receive and verify all equipment and accessories for the 46 new Sharp copiers leased from Great America Financial Services (pursuant to the lease attached as Attachment B) to various locations in the City (as identified in Attachment A).
3. Setup and configure equipment as required, including but not limited to:
 - a. Connect equipment to City network connections;
 - b. Install any miscellaneous equipment required for proper copier function;
 - c. Provide appropriate print drivers to City IT staff;
 - d. Verify that all installed equipment is in good working order and calibrate equipment to Sharp specifications; and
 - e. Install all equipment in locations which in Contractor/Service Provider's opinion, will not expose the equipment or service technician's to excessive physical, electrical, or environmental hazard.
4. Install equipment at a rate of five (5) per day, coordinating installations with City IT staff.
5. Provide Key Operator training following the installation to City staff.
6. Provide training to City IT staff on machines, scanning software, and other administrative software/functions.
7. Work with City IT staff to provide connectivity to Active Directory and networked file folders to facilitate proper scanning workflows and security authentication. This includes:
 - a. Installing AIP on appropriate servers and enable on copiers;
 - b. Installing FMAudit on servers;
 - c. connect all individual devices to Active Directory;
 - d. Configure and enable authentication, network folders, address books and settings;
 - e. Setup authentication in all print drivers;
 - f. Verifying all functionality.

MAINTENANCE/REPAIR

Contractor/Service Provider Shall:

1. Provide preventive maintenance calls, as well as service calls, for the 46 Sharp copiers, during normal business hours (Monday through Friday, 8 a.m. to 5 p.m., excluding Contractor/Service Provider's holidays), throughout duration of this agreement.
2. Provide emergency response for copier repairs – Emergency callouts to be answered within 4 hours; non-emergency callouts to be answered on average within 4 hours. Authorization for these services must be provided by the City in advance of the call.
3. Maintain and repair all copier parts (including fuser rollers, feed rollers, gears, boards, lamps, motors, clutches), drums, labor and consumable supplies (toner, developer), excluding paper and staples.
4. Provide replacement parts on an exchange basis, new or equivalent, for parts that have been worn or broken through normal use.
5. Install an FM Audit meter collection device on City's network for the sole purpose of collecting monthly meter readings.
6. Not be responsible for:

- a. service or repairs made necessary by accident, misuse, abuse, neglect, theft riot, vandalism, electrical power failure, fire, water or other casualty;
- b. repairs made necessary as a result of either service by personnel other than Contractor/Service Provider personnel or repeated use of supplies or parts other than supplies or parts meeting Contractor/Service Provider's supply or part specifications for the equipment;
- c. equipment relocation;
- d. exterior covers or cassettes;
- e. circuit board failure (unless protected by Contractor/Service Provider's authorized surge protector);
- f. damage to a copier due to improper wiring/electrical outlets, voltage power supply, or poor or non-grounded outlets.
- g. network supports or software services. (e.g., loading or configuring drivers, or setting up scanning devices and software).
- h. Equipment other than the 46 copiers leased pursuant to Attachment B.

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin June 13, 2017, and end June 30, 2022 for completion of all Required Services.

4. Compensation:

A. Form of Compensation

1. For the performance of all Required Services by Contractor, City shall pay Contractor the following amounts quarterly:

I. EQUIPMENT COVERED										
EQP. ID	Model No.	Serial No.	Quarterly Contracted Volume		Starting Meter		Start Date	Overage Rate		Quarterly Base charge
			B/W	Color	B/W	Color		B/W	Color	
	Various Sharp Copiers (total of 46)		728,000	75,000				.0041	.041	\$6059.80
			B/W	Color	B/W	Color		B/W	Color	
			B/W	Color	B/W	Color		B/W	Color	
			B/W	Color	B/W	Color		B/W	Color	
			B/W	Color	B/W	Color		B/W	Color	
	Total		B/W	Color	B/W	Color		B/W	Color	
SPECIAL INSTRUCTIONS:							Service Agreement Subtotal		6059.80	
							Applicable Sales Tax		502.90	
							Net Due		6598.70	

2. Contractor/Service Provider shall bill City quarterly, beginning July 1, 2017. The Quarterly Base charge specified above may be increased by a maximum of 5% annually, beginning July 1, 2018.

3. The Overage Rates specified above shall be charged on copies/prints which exceed the Quarterly Contracted Volume specified above.

4. After hours service calls will be billed at a rate of \$150 per hour.

5. Replacement of parts necessitated by a cause other than normal use, shall be billed at Contractor/Service Provider's published parts price in effect at the time such part is sold, subject to approval by City prior to part being installed.

B. Reimbursement of Costs

None, the compensation includes all costs

5. Special Provisions:

Permitted Sub-Contractor/Service Providers: **None**

Security for Performance: **None**

EXHIBIT B
INSURANCE REQUIREMENTS

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input checked="" type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: NONE

EXHIBIT C
CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act² and the Chula Vista Conflict of Interest Code³ (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.⁴

- A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED⁵ from disclosure.
- B. Consultant NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES
(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

1.Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2.Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Edward Chew, ITS Department

2 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

3 Chula Vista Municipal Code §§2.02.010-2.02.040.

4 Cal. Gov. Code §§53234, *et seq.*

5 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Contractor/Service Provider defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

ATTACHMENT A – LIST OF LOCATIONS/COPIERS

Department	Equipment	Department	Equipment
Advanced Planning	Sharp MX-3070N	Engineering	Sharp MX-654N
Animal Shelter	Sharp MX-465N	Finance / Admin	Sharp MX-6070N
Chula Vista PD	Sharp MX-465N	Finance / Treasury	Sharp MX-365N
Chula Vista PD	Sharp MX-201D	Fire Station #4	Sharp MX-465N
Chula Vista PD	Sharp MX-201D	Fire Station #7	Sharp MX-201D
Chula Vista PD	Sharp MX-465N	Human Resources	Sharp MX-654N
Chula Vista PD	Sharp MX-465N	Loma Verde Rec. Center	Sharp MX365N
Chula Vista PD	Sharp MX-465N	Mayor	Sharp MX-3070N
Chula Vista PD	Sharp MX-465N	Monteville Rec Center	Sharp MX365N
Chula Vista PD	Sharp MX-465N	Norman Park	Sharp MX365N
Chula Vista PD	Sharp MX-3070N	Otay Rec. Center	Sharp MX365N
Chula Vista PD	Sharp MX-365N	Parkway Center	Sharp MX365N
Chula Vista PD	Sharp MX-6070N	Planning	Sharp MX-654N
Chula Vista PD	Sharp MX-465N	Planning	Sharp MX-465N
Chula Vista PD	Sharp MX-365N	Planning	Sharp MX-6070N
Chula Vista PD	Sharp MX-201D	Public Works	Sharp MX-465N
City Attorney	Sharp MX-3070N	Public Works	Sharp MX-3070N
City Clerk	Sharp MX-654N	Public Works	Sharp MX-465N
City Manager	Sharp MX-3070N	Recreation Admin	Sharp MX-3070N
Civic Center Library	Sharp MX-465N	Salt Creek Park	Sharp MX-365N
Development Services	Sharp MX-654N	South Library	Sharp MX-465N
Development Services	Sharp MX-3070N	Veterans Park Rec. Center	Sharp MX-365N
Fire Administration	Sharp MX-465N	Fire Station 1	Sharp MX-365N

ATTACHMENT B – LEASE GREAT AMERICA FINANCIAL SERVICES

AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 1187367

CUSTOMER (#YOUR# OR #YOUR#)

FULL LEGAL NAME: Chula Vista, City of

ADDRESS: 276 4th Ave Bldg A Chula Vista, CA 91910-2631

VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)

Copy Link Chula Vista, CA

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

8 Sharp MX-3070N Systems

3 Sharp MX-6070N System

5 Sharp MX-M654N Systems

4 Sharp MX-B201D Systems

11 Sharp MX-M365N Systems

15 Sharp MX-M465N Systems

EQUIPMENT LOCATION: As Stated Above (*PLUS TAX)

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT: \$5,190.00 PURCHASE OPTION: Fair Market Value

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE PAY FOR THE EQUIPMENT.

(As Stated Above) X
CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH IN THE AGREEMENT IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE: X NAME & TITLE: DATE:

OWNER (#WE#, #US#, #OUR#)

GreatAmerica Financial Services Corporation

OWNER SIGNATURE PRINT NAME & TITLE DATE

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X NAME AND TITLE: DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

VENDOR SERVICES. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.