

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND MRC SMART
TECHNOLOGY SOLUTIONS, INC. FOR MANAGED PRINT SERVICES

COVER PAGE

Contractor:	MRC Smart Technology Solutions, Inc.
Responsible Principal of Contractor:	Jane Johnson, Director of Strategic Accounts
Notice Information - Contractor:	MRC Smart Technology Solutions, Inc. 5700 Warland Drive Cypress, CA 90630 Attention: Jane Johnson, Director of Strategic Accounts Telephone: 814-360-7895
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Ernesto Smith, Information Technology Manager Telephone: (323) 583-8811 ext. 369
Commencement Date:	April 1, 2025
Termination Date:	March 31, 2028
Consideration:	Total not to exceed \$290,000.00 (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND MRC SMART TECHNOLOGY SOLUTIONS, INC. FOR MANAGED PRINT SERVICES

This Agreement is made between the City of Vernon, a California charter City and California municipal corporation ("City"), and MRC Smart Technology Solutions, Inc., a California corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on March 18, 2025.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on or about August 22, 2024, and titled RFP for Managed Print Services, and Contractor's proposal to the City ("Proposal") dated September 23, 2024, Exhibit "A", a copy which is attached to and incorporated into this Agreement by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed in a competent, professional, and satisfactory manner in accordance with the prevailing industry standards for such services.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Agreement.

3.2 Contractor shall not subcontract any services to be performed by it under this Agreement without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.

4.0 TERM. The term of this Agreement shall commence on April 1, 2025, and it shall continue until March 31, 2028, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of

the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed \$290,000.00 without the prior authorization of the City, as appropriate, and written amendment of this Agreement.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment, and transportation which may be required for furnishing services pursuant to this Agreement. Materials shall be of the highest quality. The above Agreement fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

5.4 City shall reimburse Contractor only for those costs or expenses specifically approved in this Agreement, or specifically approved in writing in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Contractor:

5.4.1 The actual costs of subcontractors for performance of any of the services that Contractor agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.

5.4.2 Approved reproduction charges.

5.4.3 Actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Contractor in the performance of this Agreement.

5.5 Contractor shall not receive any compensation for extra work performed without the prior written authorization of City. As used herein, "extra work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Compensation for any authorized extra work shall be paid in accordance with the payment schedule as set forth in Exhibit "B," if the extra work has been approved by the City.

5.6 Licenses, Permits, Fees, and Assessments. Contractor shall obtain, at Contractor's sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and

interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement.

6.0 PAYMENT.

6.1 As scheduled services are completed, Contractor shall submit to the City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred according to said schedule.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs, and authorized extra work covered by that invoice.

7.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

8.0 COORDINATION OF SERVICES. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

9.0 INDEMNITY. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all third party actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, arising out of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the gross negligence or willful misconduct of City, its officers,

elected officials, agents or employees. City shall provide 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. In addition, City agrees to provide Contractor with all reasonable assistance that Contractor may require, and that City will do nothing to compromise Contractor's defense or settlement of the claim or action.

10.0 INSURANCE. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representative, or employees. The policies shall state that they afford primary coverage.

10.1 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or any auto. The policy shall have a combined single limit of not less than one million dollars (\$1,000,000). If Contractor is transporting one or more non-employee passengers in the performance of the services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000). If Contractor owns no autos, a hired, non-owned auto endorsement to the General Liability policy is acceptable.

10.1.1 Contractor agrees to subrogate automobile liability resulting from performance under this agreement by agreeing to defend, indemnify, and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the Contractor under the performance of the services. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds and, under the Contractors' policy, there shall be a waiver of subrogation, and the policy shall be primary and non-contributory and will not seek contribution from the City's insurance.

10.2 Commercial General Liability Insurance – Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate limit written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" Form CG 00 01 or its equivalent for coverage on an occurrence basis. The City of Vernon, its

directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds with respect to liability arising out of the Contractor's performance of this Agreement. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance. The policy shall be endorsed to include a waiver of subrogation.

10.2.1 If Contractor intends to employ other contractors as part of the services rendered, the City must approve and will establish the appropriate insurance requirements.

10.2.2 Contractor agrees to subrogate General Liability resulting from performance under this agreement by agreeing to defend, indemnify, and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the Contractor under the performance of the services.

10.3 Professional Errors and Omissions Coverage in a sum of not less than one million dollars (\$1,000,000), where such risk is applicable. Applicable aggregate must be identified and claims history provided to determine amounts remaining under the aggregates. Contractor shall maintain such coverage for at least one (1) year after the termination of this agreement.

10.4 Umbrella Liability Insurance – An umbrella (over primary) may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage and personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The umbrella policy shall have no additional exclusion or coverage difference from the primary policy. The coverage shall also apply to automobile liability.

10.5 Workers' Compensation/Employers Liability - Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

10.5.1 Provide a copy of the permissive self-insurance certificate approved by the State of California; or

10.5.2 Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a limit of one million dollars (\$1,000,000) per accident. The policy shall be endorsed to

waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Agreement or

10.5.3 If Contractor has no employees, it may certify or warrant to the City that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code, and the requirement for Workers’ Compensation coverage will be waived by completing the waiver form provided by the City.

10.6 If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

10.7 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice to City.

10.8 Insurance shall be placed with insurers with an A.M. Best rating of no less than A-VIII. Any self-insured retention or deductible in excess of \$25,000 must be approved in advance by the City. Any policies written on a claims-based basis must include a minimum of a 3-year tail.

10.9 Prior to the commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to evidence coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies upon request.

10.10 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Agreement until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees, and costs against Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Agreement and seek damages from the Agreement resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor.

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

11.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, officer or employee of City and shall furnish such services in its own manner and method except as required by this Agreement, or any applicable statute, rule, or regulation. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. City assumes no liability for Contractor's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied or explicit, by or for Contractor. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, subcontractors and independent contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

11.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

11.3 OWNERSHIP OF WORK. All documents and materials furnished by the City to Contractor shall remain the property of the City and shall be returned to the City upon termination of this Agreement. All reports, drawings, plans, specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets, and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested at no additional cost to the City. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Agreement. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

11.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor

shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy, or incompleteness.

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

11.6 WAIVER. The City's waiver of any term, condition, breach, or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and executed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

11.7 SUCCESSORS. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors, and/or assigns.

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Agreement. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Agreement shall entitle the City to terminate the Agreement and otherwise pursue its remedies. Further, 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.

11.10 ATTORNEY'S FEES. If any action at law or in equity is brought to

enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11.11 INTERPRETATION.

11.11.1 Applicable Law. This Agreement shall be deemed an agreement and shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This Agreement, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Agreement may only be changed by written amendment executed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

11.11.4 Severability. If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.

11.11.5 Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this agreement and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Agreement, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon
Attention: Ernesto Smith, Information Technology Manager
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

MRC Smart Technology Solutions, Inc.
Attention: Jane Johnson, Director of Strategic Accounts
5700 Warland Drive
Cypress, CA 90630

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt, or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

11.16 NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right or remedy in, under, or to this Agreement.

11.17 LIMITATION OF LIABILITY. Neither party shall have any liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages or multiple damages arising out of or in connection with this Agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise. Except for damages resulting from death or bodily injury, or physical damage to tangible real or personal property caused by Contractor's negligence, or damages resulting from Contractor's gross negligence or willful misconduct, Contractor's total liability to City for any and all liabilities, claims or damages arising out of or relating to this Agreement, shall not, in the aggregate, exceed two times the sum of the amounts paid and to be paid under this Agreement.

11.18 FORCE MAJEURE. Neither Party shall be liable for failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, or other events which arise from circumstances beyond the reasonable control of that Party (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other party for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence. If the force majeure event prevents payments due as required under the Agreement, payments will be resumed within 31-days following completion of the force majeure event which delayed or prevented payment of the invoices when originally due.

11.19 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Agreement in whole or in part at any time, for any cause or without cause, upon thirty (30) calendar days' written notice to Contractor. If the Agreement is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause. The foregoing applies to Services only, The Lease agreement is non-cancellable except per the provisions of Default (below) or if funds are not appropriated and the City has used due diligence to exhaust all funds legally available, and Contractor has received written notice from you at least thirty (30) days before the Termination Date.

11.20 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. The Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than thirty (30) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Agreement as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Agreement. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the City may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.21 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Agreement, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, 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.

11.19.1 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.

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Agreement and/or is paying only the amounts to which Contractor is properly entitled under the Agreement or for other purposes relating to the Agreement.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Agreement.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

11.22 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Agreement, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "C".

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
Commencement Date stated on the cover page.

City of Vernon, a California charter City
and California municipal corporation

MRC Smart Technology Solutions, Inc., a
California corporation

By: _____
Brian Saeki, City Administrator

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Yonnie Parker, Deputy City Clerk

Name: _____

Title: _____

APPROVED AS TO FORM:

Zaynah N. Moussa,
City Attorney

EXHIBIT A
CONTRACTOR'S PROPOSAL

City of Vernon *RFP for Managed Print Services*

Submitted: September 23, 2024

City of Vernon

Attn: Sara Sandoval
4305 Santa Fe Avenue
Vernon, CA 90058

MRC/Xerox

5700 Warland Drive
Cypress, CA 90630
P(800)769-2679



xerox™

Cover Letter

September 23, 2024

City of Vernon
Attn: Sara Sandoval
4305 Santa Fe Avenue
Vernon, CA 90058

MRC Smart Technology Solutions, Inc.
Page 18 of 40



Jane Johnson
Director of Strategic Accounts
(Point of Contact for Response)
Ph: 814-360-7895
Email: Jane.Johnson@xerox.com

MRC/Xerox
5700 Warland Drive
Cypress, CA 90630

Dear Sara Sandoval,

Thank you for your interest in our products and services. We are excited about our enclosed proposal for the Managed Print Services RFP. We have thoroughly reviewed your requirements and are proposing a compliant solution that will ensure the provision of copiers as well as excellent service to you and your department end users.

Our goal is to listen to you and respond with the elements you are looking for in a professional partnership, then leverage the latest technology to provide a turnkey solution that meets your needs at a competitive price. We feel the enclosed proposal demonstrates our commitment to implement standardized, cost-effective replacement devices that will provide long term value, all backed by industry leading customer service.

Our ability to continuously meet and exceed our customers' expectations rests in our care in defining measurable objectives each step of the way. An incredible level of detail goes into dimensioning our approach. Factors such as:

- Holistic approach to assessing, architecting and implementing an intelligent work solution that aligns with your goals
- Ensuring that all locations receive the equipment that meets or exceeds their needs
- Ensuring that equipment placed in City of Vernon facilities receive high quality service, maintenance and support
- A vendor with a support team in place to facilitate on-site training, billing and administrative needs
- A flexible contract with scalability to align with your long term goals
- A partner invested in the success of City of Vernon and the community that it serves

Some key consideration points include:

- Benchmark Xerox technology that pioneered the industry and continues to be at the forefront of innovation
- Award-winning Xerox ConnectKey technology with industry leading user interface, security connectivity and built in cloud apps
- Stringent security on all devices, including Image Overwrite and data encryption
- Genuine OEM Parts and Supplies to maximize reliability
- Customized local billing with one simplified monthly invoice
- Vendor financial stability and good standing that ensures ability to fulfill requirements of the contract
- Local coverage with one point of contact for account management
- Comprehensive training plan for end users
- Online vendor portal for fleet management, invoices, meters and service date
- Factory trained and certified tenured technicians based locally
- Guaranteed service response times
- Environmentally conscience best practices for materials and recycling
- Quarterly Business Reviews to give stakeholders vision into fleet performance, technology utilization and service response time

We understand what's at the heart of the work— and all of the forms it can take. We embrace the increasing complex world of paper and digital, office and mobile, cloud and local, personal and social. We automate, personalize, package, analyze and secure information to keep our customers moving at an accelerated pace. In the era of intelligent work, we're not just thinking about the future, we're making it. As a subsidiary of Xerox company, we are a technology leader focused on the intersection of digital and physical. We use automation and next-generation personalization to redefine productivity, drive growth and make the world more secure. Every day, our innovative technologies and intelligent work solutions—Powered by Xerox —help people communicate and work better.

We appreciate the opportunity to initiate a partnership. Please note that this quote is valid for 90 days from the date of this letter. Thank you for your consideration of this proposal and we look forward to your comments.

Sincerely,

David Milne

David Milne (Sep 17, 2024 09:54 EDT)

David Milne
Chief Financial Officer



Cover Letter Pg. 2

Introduction Pg. 4

General Scope of Work Pg. 5

Work Plan Pg. Pg. 6

Fees and Costs Pg. 8-9

Ability of MRC/Xerox to Perform Pg. 9-11

Affidavit of Non-Collusion Pg. 12

Red-Lined Markup of your Agreement Pg.13-20

City of Vernon
RFP for Managed Print Services

RFP for Managed Print Services

Introduction

We are honored to submit our proposal in response to the City of Vernon's Request for Proposal (RFP) for a Managed Print Services (MPS) solution. As a global leader in document technology and services, MRC/Xerox is uniquely positioned to deliver an advanced MPS solution that will significantly enhance the efficiency and cost-effectiveness of your print operations.

Understanding of the Assignment:

We recognize that the City of Vernon is seeking a comprehensive managed print services solution to achieve several critical objectives:

- Reducing overall print costs and print volume.
- Decreasing staff time spent on managing print supplies and equipment maintenance.
- Optimizing the use of existing print devices.
- Streamlining equipment servicing and repairs.
- Ensuring high levels of satisfaction with the printing services provided.

Significant Steps, Methods, and Procedures:

To address these objectives effectively, MRC/Xerox will leverage its extensive experience and innovative technology to provide a tailored MPS solution that includes:

1. Initial Assessment and Strategy Development:

- Conduct a thorough evaluation of the City's current print environment, including desktop printers, copiers, and large-format plotters.
- Develop a strategic MPS plan designed to reduce costs, improve efficiency, and meet the City's specific requirements.

2. Implementation and Integration:

- Deploy Xerox's state-of-the-art print technology and solutions, ensuring seamless integration with existing systems.
- Manage the installation of 12 leased copiers and the optimization of current print devices.
- Provide comprehensive training to City staff to facilitate a smooth transition and maximize the benefits of the new system.

3. Ongoing Support and Management:

- Maintain an accurate and updated inventory of all print devices and their locations.
- Provide detailed quarterly reports and a year-end cost analysis to support auditing and performance evaluation.



RFP for Managed Print Services

- Offer exceptional support services, including timely maintenance, fast response times, and loaner equipment to minimize downtime.

4. Quality Assurance and Continuous Improvement:

- Regularly monitor print usage and performance to identify areas for further cost savings and operational improvements.
- Engage with City staff to ensure high levels of satisfaction and address any concerns promptly.

At MRC/Xerox, we are committed to delivering a managed print services program that not only meets but exceeds the City of Vernon's expectations. Our proven track record in optimizing print environments and our dedication to customer satisfaction make us an ideal partner for this initiative.

Brief Summary of how MRC/Xerox's perceives the Scope of Work for each Service Area

Option 1: Manage Existing Fleet and Provide 12 Leased Copiers

1. Manage Existing Fleet of Desktop Printers and Large-Format Plotters

- Assessment & Integration: Conduct a detailed audit of current devices to understand usage patterns and performance. Integrate existing devices into a cohesive managed print services framework.
- Optimization: Implement strategies to optimize device usage, including consolidating print jobs and reducing overall print volume.
- Maintenance & Support: Provide regular maintenance and on-demand support for desktop printers and large-format plotters, ensuring minimal downtime and high performance.

2. Provide and Manage 12 Leased Copiers

- Deployment: Install and configure 12 leased copiers to meet the City's needs, including integration with existing print infrastructure.
- Management: Oversee the operation of these copiers, including routine maintenance, supplies management, and repair services.
- Support: Offer full-service support for the copiers, including timely responses to service requests and troubleshooting.

Option 2: Manage Existing Fleet and Provide 12 Leased Copiers

1. Manage Existing Fleet of Desktop Printers

- Assessment & Integration: Perform a comprehensive review of existing desktop printers, integrating them into the managed print services program to enhance efficiency.
- Optimization: Utilize Xerox's tools and expertise to streamline print operations, reducing costs and improving device utilization.
- Maintenance & Support: Deliver proactive maintenance and responsive support to ensure continuous operation and user satisfaction.

2. Provide and Manage 12 Leased Copiers

- Deployment: Set up 12 leased copiers as per the City's requirements, ensuring they are properly configured and ready for use.



RFP for Managed Print Services

- **Management:** Handle all aspects of copier management, from supply provisioning to regular maintenance and repair.
- **Support:** Provide ongoing support, including service calls and troubleshooting, to maintain high levels of performance and reliability.

Work Plan

1. Project Kickoff and Planning

Scope:

- **Initial Meeting:** Conduct a kickoff meeting with key City stakeholders to understand specific needs, objectives, and expectations.
- **Project Charter:** Develop a detailed project charter outlining objectives, timelines, deliverables, and responsibilities.
- **Resource Allocation:** Assign dedicated project managers and technical teams to oversee the implementation and ongoing management.

Depth of Analysis:

- **Stakeholder Analysis:** Identify and analyze key stakeholders to ensure all relevant parties are engaged and their needs are addressed.
- **Risk Assessment:** Perform a preliminary risk assessment to identify potential challenges and mitigation strategies.

2. Assessment and Analysis

Scope:

- **Current State Analysis:** Conduct a comprehensive audit of existing print devices, including desktop printers and copiers.
- **Usage and Cost Analysis:** Analyze current print volume, usage patterns, and associated costs. Evaluate the efficiency and performance of existing equipment.

Depth of Analysis:

- **Device Evaluation:** Review each device's performance, utilization rates, and maintenance history.
- **Cost Analysis:** Develop detailed cost reports showing current expenditure on printing, including operational and maintenance costs.

3. Solution Design and Planning

Scope:

- **Custom Solution Design:** Design a managed print services solution tailored to the City's needs, incorporating findings from the assessment phase.
- **Integration Plan:** Develop a detailed plan for integrating new leased copiers with existing devices, ensuring minimal disruption.

RFP for Managed Print Services

Depth of Analysis:

- Optimization Strategy: Propose strategies to optimize device utilization, reduce print volume, and cut costs.
- Implementation Roadmap: Create a phased implementation plan that outlines key milestones, dependencies, and timelines.

4. Implementation

Scope:

- Deployment of New Equipment: Install and configure 12 leased copiers and make any necessary adjustments to existing print devices.
- System Integration: Integrate new equipment with current infrastructure and ensure compatibility with existing print management systems.

Depth of Analysis:

- Testing and Validation: Conduct thorough testing to validate that all new and existing devices are functioning correctly and meeting performance standards.
- Training: Provide comprehensive training for City staff on using new equipment and managing the print environment.

5. Ongoing Management and Support

Scope:

- Monitoring and Reporting: Implement systems for continuous monitoring of print usage and performance. Generate quarterly reports and year-end analyses.
- Maintenance and Support: Offer full-service maintenance, including on-site repairs, preventive maintenance, and responsive support.

Depth of Analysis:

- Performance Monitoring: Regularly review device performance data to identify and address any issues promptly.
- Cost Control: Continuously analyze print costs and usage patterns to ensure alignment with budgetary goals and propose cost-saving measures.

6. Quality Assurance and Continuous Improvement

Scope:

- Feedback Collection: Regularly solicit feedback from City staff to assess satisfaction levels and identify areas for improvement.
- Continuous Improvement: Implement a continuous improvement plan based on feedback and performance data to enhance service delivery.

Depth of Analysis:

- Operational Reviews: Perform periodic reviews of the managed print services program to ensure it meets evolving needs and objectives.

RFP for Managed Print Services

Interrelationship of Projects

- Assessment and Solution Design: The insights gained during the assessment phase directly inform the design of the solution, ensuring that the managed print services program is tailored to the City's specific needs.
- Implementation and Ongoing Management: The deployment of new equipment and integration with existing systems set the foundation for effective ongoing management and support. Continuous monitoring and maintenance ensure that the implemented solutions function optimally.
- Quality Assurance and Continuous Improvement: Feedback and performance data collected during ongoing management are used to drive continuous improvement, ensuring that the managed print services program evolves in response to changing needs and feedback.

Fees and Costs

Color Departmental MFP

Xerox AltaLink C8255H

55ppm B&W/55ppm Color
Up to 141pm color scanning
130-sheet single pass duplex automatic document feeder
Network printing at 1200x2400 dpi
Standard 3,040 sheet capacity
Standard 4 trays
100-sheet bypass tray
Adobe PostScript 3, Adobe PDF, PCL 6
Embedded Pre-installed AI-Assisted Apps
256 GB SSD
Print to/scan from USB memory stick
Mobile Printing, Xerox App Gallery
Built-in Encryption, Disk overwrite security, secure print
Office Finisher with 2/3 Hole Punch



Pricing Summary				
QTY	Proposed Xerox Model	36 Monthly Lease Price Per Unit	36 Monthly Lease Price At Quantity	Service and Supplies Structure: Cost per Copy Rates
12	Altalink C8155H with Office Finisher and 2/3 Hole Punch (As Pictured)	\$179.76/Month	\$2,157.12/month	B/W CPC: \$0.0035 Color CPC: \$0.035

RFP for Managed Print Services

Pricing Summary for Managed Print Services

City of Vernon Existing Printers	Cost Per Copy Rates
Managed Print Services for 116 City of Vernon owned printers	B/W CPC: \$0.0075
	Color CPC: \$0.055

Terms and Conditions

- All equipment proposed is 100% new current models.
- Includes delivery, installation, network analyst services and unlimited training for the duration of the contract.
- Includes all OEM toner, staples, parts and service with the exception of paper.
- Includes all new software releases, revisions, patches, etc.
- All service performed by certified Xerox technicians.
- 24/7 web-based support.

Ability for MRC/Xerox to Perform

MRC/Xerox is exceptionally qualified to execute this scope of work, leveraging decades of industry leadership and expertise in managed print services. Our comprehensive solutions are backed by cutting-edge technology and a proven track record of optimizing print environments for diverse organizations. With a global presence and deep understanding of print management, MRC/Xerox offers advanced analytics, efficient device management, and robust support services. Our commitment to innovation and customer satisfaction is demonstrated through our ability to seamlessly integrate new technologies, enhance operational efficiency, and reduce costs. Our dedicated team of professionals provides tailored solutions and exceptional service, ensuring that the City of Vernon's print management needs are met with precision and excellence. Please see the details below of the Key Project Personnel.

Jane Johnson Director of Strategic Accounts

Phone: 814-360-7895 Email: jane.johnson@xerox.com

Length of time employed: 7+ years

Jane Johnson has 20 years of sales experience, 10 of which are in the Document Management industry as a Strategic Account Manager and a Major Account Manager. She began her career at Xerox in 2017 and is currently our Strategic Accounts Team Manager, where she oversees a team specializing in supporting major accounts. Jane responds to all RFPs and large proposals for Xerox including bids for MFP fleets, Print Management and Document Software. Jane has over 24 years of experience with building relationships and providing value to clients so they can achieve their goals.

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xerox[™]

RFP for Managed Print Services

Project Responsibilities:

- Point of authority for contract
- Ensures RFP objectives are met
- Ensures Service Level Agreement is upheld

Kirstin Maloney Major Account Executive

Phone: (949)610-6793 Email: Kirstin.Maloney@Xerox.com

Length of time with Xerox: 12 Years

Education/Qualification: Bachelor of Science from The University of Arizona

Professional Experience:

- 12 years of experience in the copier and print industry
- Manages customers in State and Local Sales Operations-Government & Education
- Responsible for ensuring that Service Level Agreements and customer satisfaction is 100% met.
- Facilitates account strategy meetings and engages key resources to support client goals.
- Develops key relationship management, provides problem resolutions and escalation of inquiries.
- Subject matter expert for Xerox technology and services solutions

Implementation Team

The MRC/Xerox implementation team is a highly skilled group comprising drivers, technicians, and network support staff, all trained to ensure a smooth and efficient setup of Xerox systems. This team is led by the Major Account Executive and includes IT, Field Service Technicians and trainers who work closely with the client's representatives to coordinate and execute the installation. They handle everything from assembling and testing equipment to configuring IP addresses, security settings, network integration and training on the new devices. Their expertise ensures that all systems are properly set up and fully operational, aligning with client specifications and timelines.

Roles and Responsibilities for Implementation

Director of Strategic Accounts— Point of authority for central administration, contract, finance and project management. Responsible for ensuring RFP objectives are met, Service Level Agreement is upheld and long-term initiatives are implemented.

Major Account Executive—Acts as Primary Account Manager. On-site to ensure implementation benchmarks are being met. Main on-going point of contact that will work with all internal resources to meet needs. Ensures Business Reviews are set and that all parties are present.

Transition Manager—Project Coordinator responsible for transition, change management, overseeing implementation of future state process, account management and performance reviews. Responsibilities include executive level feedback including ETA's and milestones during implementation. Also, coordination of service and delivery teams for City of Vernon locations.

Director, Technology Sales—Responsible for scope of work of enterprise software integration, developing reporting model and cost reduction initiatives. Responsible for coordinating strategic software provider partners.

Director, Service—Will coordinate delivery teams with timeline expectations, on-site technical staff and inform trainers.

City of Vernon IT and MIS—Will be responsible for working with MRC/Xerox for IP addresses, LDAP information etc or new MFD devices. Also responsible for working with MRC/Xerox on print server consolidation, software installation and co-authoring SOWs.

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RFP for Managed Print Services

For over 30 years, MRC/Xerox has provided superior document management hardware and software solutions to school districts and state and local government entities. MRC/Xerox represents the industry's leading document imaging companies offering a range of products.

With MRC/Xerox's experience and knowledge of City of Vernon's standards, local conditions, and pertinent codes and regulations, MRC/Xerox stands ready to commit to a 100% satisfaction guarantee in relation to the completion of this project.

References/ Related Work Projects

Contact Information
Thales USA, Inc. Brian Papinchak, North America ISD, Operations/ P: 321-361-9205 Scope: Xerox has been managing Thales USA for 10 years. Currently, Xerox manages over 60 devices across 10+ facilities across the United States. Xerox manages a fleet of desktop MFP printers, Xerox copiers, and implemented customized workflow scanning solutions. Scheduled bi-weekly meetings are calendarized with the client to proactively support all account needs. Not to mention, customized billing and service reports are provided monthly per client request.
City of Laguna Beach Leyna Nguyen, Finance & Technology /P:949-497-3311 Scope: Xerox has been managing the City of Laguna Beach for 14 years. Currently, Xerox manages 5 locations within Laguna Beach California. The City has 14 multi-function copiers which are all proactively managed through our quarterly review process. Xerox provides a quarterly review every 90 days to collaborate on optimization, goals, improvements, and transparency into budgetary expenses.
Coast Community College District Minesh Lakhani, IT Director/ P:714-438-4632 Scope: Xerox has been managing Coast Community College District for 16 years. Currently, Xerox manages 9+ campuses and facilities associated with the district. Coast Community College District has 900+ printers and copiers that are actively managed by Xerox. PaperCut Solutions have been implemented on the campuses to place controls on printing and reduce overall print expenditures. Calendarized monthly calls are scheduled with the client to review usage, service reports, and monthly cost metrics.

The following pages include the Signed Affidavit of Non-Collusion and a red-lined markup of your agreement for your review.

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AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

David Milne, being first duly sworn deposes

and says that he/she is Chief Financial Officer

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of MRC Smart Technology Solutions, Inc.
(Insert name of bidder)

who submits herewith to the City of Vernon a bid/proposal;

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Vernon, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his/her bid/proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his/her bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his/her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said bidder in his/her business.

I certify under penalty of perjury that the above information is correct

By: David Milne Title: Chief Financial Officer
David Milne (Sep 17, 2024 09:34 EDT)

Date: 9/17/2024

interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement.

6.0 PAYMENT.

6.1 As scheduled services are completed, Contractor shall submit to the City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred according to said schedule.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs, and authorized extra work covered by that invoice.

7.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

8.0 COORDINATION OF SERVICES. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

9.0 INDEMNITY. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all third party actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, ~~that may be asserted or claimed by any person, firm or entity arising out of or in connection with~~ the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such

claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees. City shall provide 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. In addition, City agrees to provide Contractor with all reasonable assistance that Contractor may require, and that City will do nothing to compromise Contractor's defense or settlement of the claim or action.

10.0 **INSURANCE.** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representative, or employees. The policies shall state that they afford primary coverage.

10.1 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or any auto. The policy shall have a combined single limit of not less than one million dollars (\$1,000,000). If Contractor is transporting one or more non-employee passengers in the performance of the services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000). If Contractor owns no autos, a hired, non-owned auto endorsement to the General Liability policy is acceptable.

10.1.1 Contractor agrees to subrogate automobile liability resulting from performance under this agreement by agreeing to defend, indemnify, and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the Contractor under the performance of the services. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds and, under the Contractors' policy, there shall be a waiver of subrogation, and the policy shall be primary and non-contributory and will not seek contribution from the City's insurance.

10.2 Commercial General Liability Insurance – Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate limit written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" Form CG 00 01 or its equivalent for coverage on an occurrence basis. The City of Vernon, its

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Agreement, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon
Attention: Information Technology Division
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt, or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

11.16 NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right or remedy in, under, or to this Agreement.

11.17 LIMITATION OF LIABILITY. Neither party shall have any liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages or multiple damages

arising out of or in connection with this agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise. Contractor's total liability to City for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, shall not, in the aggregate, exceed2x the sum of the amounts paid and to be paid under this Contract.

11.18 FORCE MAJEURE. Neither Party shall be liable for failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, or other events which arise from circumstances beyond the reasonable control of that Party (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other party for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence. If the force majeure event prevents payments due as required under the Agreement, payments will be resumed within 31-days following completion of the force majeure event which delayed or prevented payment of the invoices when originally due.

~~11.17~~11.19 TERMINATION FOR CONVENIENCE (Without Cause). City may

Terminate ~~the Services this~~ Agreement in whole or in part at any time, for any cause or without cause, upon ~~fifteen (15)~~thirty (30) calendar days' written notice to Contractor. If the Agreement is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause. The foregoing applies to Services only, The Lease agreement is non-cancellable except per the provisions of Default (below) or if funds are not appropriated and the City has used due diligence to exhaust all funds legally available, and Contractor has received written notice from you at least thirty (30) days before the Termination Date.

~~11.18~~11.20 **DEFAULT.** In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. The Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ~~ten-thirty (340)~~ days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources ~~and to hold the Contractor responsible for any excess costs occasioned to the City thereby.~~ Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Agreement as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Agreement. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the City may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

~~11.19~~11.21 **TERMINATION FOR CAUSE.** Termination for cause shall relieve the terminating party of further liability or responsibility under this Agreement, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, 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.

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

State and Local Government Lease Agreement



Supplier Name & Address: Chicago Office Technology Group, Inc. (d/b/a Xerox Business Solutions Midwest)– 3 Territorial Court			Agreement Number:
CUSTOMER INFORMATION			
Full Legal Name:			Phone:
Billing Address:			Contact Name:
City: Vernon	State:	Zip Code:-	Contact Email:
EQUIPMENT			
Quantity	Model and Description	Equipment Location	
SEE ATTACHED "EQUIPMENT SCHEDULE A"			
TERM (in months)	LEASE PAYMENT (plus applicable taxes)	PURCHASE OPTION – ('FMV' unless otherwise noted)	
Initial Term: 36	Frequency: Monthly	Fair Market Value Purchase Option ('FMV')	
CUSTOMER ACCEPTANCE			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.			
Authorized Signature X:	Date:	Federal Tax ID # (Required):	
Print Name:	Title:		
OWNER ACCEPTANCE			
Accepted By: XEROX FINANCIAL SERVICES LLC	Name and Title:	Date:	
TERMS AND CONDITIONS			

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us", "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Lease Agreement, including any attached Equipment schedule, "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period. "Payment" means the Lease Payment specified above. Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any FMV purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund the Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical address without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement.** XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined above in order to secure your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

8. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECoupMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

10. Taxes. XFS acknowledges that you currently meet the requirements to be designated as a tax-exempt entity; however, if such tax-exempt status is no longer applicable, you will be responsible for the tax obligations set forth in the remainder of this Section, as follows: You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. If a \$1 purchase option is applicable, you will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide us proof thereof upon our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

11. Equipment Warranty Information and Disclaimers. XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer; if the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.**

12. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

13. Default and Remedies. You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 8 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. **IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT.** XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.

15. Finance Lease and Customer Waivers. The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A sections 508-522.

16. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

17. Original and Sole Controlling Document. No Modifications Unless in Writing. This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. **SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

18. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

19. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.

20. Non-Appropriation. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under this Agreement, and you have no other funds legally available to be allocated to the payment of your obligations hereunder, you may terminate this Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions hereof.

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

**State and Local Government
Lease Agreement**



This Equipment Schedule "A" is attached to and becomes a part of the Agreement Number listed below, between Xerox Financial Services LLC and the undersigned Customer.

Agreement Number:		
EQUIPMENT		
Quantity	Model and Description	Equipment Location
1		

This Schedule "A" is hereby verified as correct by the undersigned Customer

Customer: City of Vernon	
Authorized Signature X:	Date:
Name:	Title:

EXHIBIT B
SCHEDULE

RFP for Managed Print Services

Interrelationship of Projects

- Assessment and Solution Design: The insights gained during the assessment phase directly inform the design of the solution, ensuring that the managed print services program is tailored to the City's specific needs.
- Implementation and Ongoing Management: The deployment of new equipment and integration with existing systems set the foundation for effective ongoing management and support. Continuous monitoring and maintenance ensure that the implemented solutions function optimally.
- Quality Assurance and Continuous Improvement: Feedback and performance data collected during ongoing management are used to drive continuous improvement, ensuring that the managed print services program evolves in response to changing needs and feedback.

Fees and Costs

Color Departmental MFP

Xerox AltaLink C8255H

55ppm B&W/55ppm Color
Up to 141pm color scanning
130-sheet single pass duplex automatic document feeder
Network printing at 1200x2400 dpi
Standard 3,040 sheet capacity
Standard 4 trays
100-sheet bypass tray
Adobe PostScript 3, Adobe PDF, PCL 6
Embedded Pre-installed AI-Assisted Apps
256 GB SSD
Print to/scan from USB memory stick
Mobile Printing, Xerox App Gallery
Built-in Encryption, Disk overwrite security, secure print
Office Finisher with 2/3 Hole Punch



Pricing Summary				
QTY	Proposed Xerox Model	36 Monthly Lease Price Per Unit	36 Monthly Lease Price At Quantity	Service and Supplies Structure: Cost per Copy Rates
12	Altalink C8155H with Office Finisher and 2/3 Hole Punch (As Pictured)	\$179.76/Month	\$2,157.12/month	B/W CPC: \$0.0035 Color CPC: \$0.035

RFP for Managed Print Services

Pricing Summary for Managed Print Services

City of Vernon Existing Printers	Cost Per Copy Rates
Managed Print Services for 116 City of Vernon owned printers	B/W CPC: \$0.0075 Color CPC: \$0.055

Terms and Conditions

- All equipment proposed is 100% new current models.
- Includes delivery, installation, network analyst services and unlimited training for the duration of the contract.
- Includes all OEM toner, staples, parts and service with the exception of paper.
- Includes all new software releases, revisions, patches, etc.
- All service performed by certified Xerox technicians.
- 24/7 web-based support.

Ability for MRC/Xerox to Perform

MRC/Xerox is exceptionally qualified to execute this scope of work, leveraging decades of industry leadership and expertise in managed print services. Our comprehensive solutions are backed by cutting-edge technology and a proven track record of optimizing print environments for diverse organizations. With a global presence and deep understanding of print management, MRC/Xerox offers advanced analytics, efficient device management, and robust support services. Our commitment to innovation and customer satisfaction is demonstrated through our ability to seamlessly integrate new technologies, enhance operational efficiency, and reduce costs. Our dedicated team of professionals provides tailored solutions and exceptional service, ensuring that the City of Vernon's print management needs are met with precision and excellence. Please see the details below of the Key Project Personnel.

Jane Johnson Director of Strategic Accounts

Phone: 814-360-7895 Email: jane.johnson@xerox.com

Length of time employed: 7+ years

Jane Johnson has 20 years of sales experience, 10 of which are in the Document Management industry as a Strategic Account Manager and a Major Account Manager. She began her career at Xerox in 2017 and is currently our Strategic Accounts Team Manager, where she oversees a team specializing in supporting major accounts. Jane responds to all RFPs and large proposals for Xerox including bids for MFP fleets, Print Management and Document Software. Jane has over 24 years of experience with building relationships and providing value to clients so they can achieve their goals.

Confidential and Proprietary



EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY
PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.