

CITY OF PALO ALTO CONTRACT NO. C24189229**GENERAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on the 28th day of February, 2023, by and between the **CITY OF PALO ALTO, a California chartered municipal corporation ("CITY")**, and **XEROX CORPORATION**, a New York corporation, located at 201 Merritt 7, Norwalk, Connecticut 06851 Telephone Number: (800) 822-2200 ("**CONTRACTOR**"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. **SERVICES.** CONTRACTOR shall provide or furnish the services (the "Services") described in the Scope of Services, attached at Exhibit A.
2. **EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:

- ☒ "A" - Scope of Services
- ☒ "Attachment A" – Lease Equipment & Printing Rates
- ☒ "A-1" – On-Call Task Order (Optional)
- ☒ "B" - Schedule of Performance
- ☒ "C" – Schedule of Fees
- ☒ "D" - Insurance Requirements

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.

3. **TERM.**

The term of this Agreement is from February 1st 2024 to January 31st 2027 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions. This contract is subject to the terms and conditions of the Sourcwell contract #030321 ("Sourcwell Contract") which is incorporated into this agreement by its sole reference.

4. **SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.

5. COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- ☒ A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total leasing and printing Services compensation amount of **Three Hundred Forty Seven Thousand Four Hundred Twenty Two Dollars (\$347,422)**; including, Additional Services for a not to exceed total maximum compensation of **Three Hundred Eighty Two Thousand One Hundred Sixty Four Dollars and Twenty Cents (\$382,164.20)**.

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- ☒ CITY has set aside the sum of **Thirty Four Thousand Seven Hundred Forty Two Dollars and Twenty Cents (\$34,742.20)** for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

- ☒ CONTRACTOR'S compensation rates for each additional term shall be the same as the original term

7. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS". For purposes of this Section 7, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set

forth in "Appendix ___ Claims for Public Contract Code Section 9204 Public Works Projects".

☒ **This project is not a 9204 Public Works Project.**

- 8. INVOICING.** Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Nichol Banks, Dept.: Administration Services, Revenue Division, Telephone: (650) 329-2125, Email: Frank.Lee@CityofPaloAlto.org. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt. Should the CITY dispute an invoice, Xerox requires that the CITY provides CONTRACTOR written notice describing the item(s) and reason(s) you are disputing the invoice amount. CONTRACTOR agrees to work with the CITY to resolve the dispute, and will issue an adjustment invoice, as required. Pending the resolution of the dispute, the CITY is expected to pay all undisputed amounts, including the Minimum Lease Payment which is not subject to dispute at any time.

GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.
- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.

- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business. CITY is responsible for all applicable taxes, fees, or charges of any kind, (including interest and penalties) assessed by any governmental entity on the Agreement or the amounts payable under the Agreement ("Taxes"), which will be included in CONTRACTOR's invoice, unless CITY provides proof of its tax exemption status.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.
- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
- I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance

standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.

- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement. CONTRACTOR agrees, upon 10 business days written request to make available to the CITY financial and other records that are required to substantiate the Services and accurate billings under this Agreement. The terms "books and records" includes invoices or orders associated with this Agreement. This term does not include Contractor personnel information or other Contractor proprietary information.
- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all

policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.

- O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement. CONTRACTOR does not agree to indemnify the CITY due to any negligent or willful act on the part of the CITY, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a CONTRACTOR officer, employee, or agent.
- P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation,

housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

Q. WORKERS' COMPENSATION. CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.

R. TERMINATION. The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. Termination under this provision shall not apply to orders received and equipment installed prior to the effective date of termination. In the event the Agreement is terminated, individual lease placements will continue until their scheduled expiration date, and continue to be governed by, and be subject to, the terms and conditions of the individual lease Agreement and the Sourcewell Contract.

The CITY and CONTRACTOR hereby agree lease orders are based on a firm 36-month equipment installation commitment and cannot be terminated except for fiscal year funds non-appropriation or uncured Xerox default. Cancellation for any other reason will result in a charge equal to the sum of the remaining payments less unearned maintenance and supply charges discounted at 4% per annum. If CONTRACTOR fails to perform any of its material obligations under this Agreement in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination provided CONTRACTOR has failed to cure its shortfall within 30 days of receipt of the CITY's written notice of default. The CITY can terminate the affected Services or Equipment without penalty if the performance failure is not corrected to the contracted specification. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for uncured CONTRACTOR's default, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.

- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.
- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.
- U. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of California.
- V. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written. In the event of a conflict between the provisions in this Agreement, the parties agree the order of precedence shall be this Agreement, followed by the Sourcewell Contract.
- W. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement. In order to terminate the Agreement due to funding non-appropriation, CONTRACTOR requires that the CITY sends CONTRACTOR written notice, within 30-days of its governing body's decision not to appropriate funds, stating that the CITY's governing body failed to appropriate funds and that the governing body was unable to find an assignee within the CITY's organization to continue the Agreement. The notice must certify that the canceled equipment is not being replaced by equipment performing similar

functions during the ensuing fiscal year and indicate that the decision to cancel the Agreement was not initiated by any individual involved in the Agreement's management or execution. In addition, the CITY will be required to return the equipment to Xerox. The CITY will then be released from its obligation to make any further payments beyond those through the end of the last fiscal period for which funds have been appropriated.

X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:

- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by Contractor on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including, but not limited to, Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONTRACTOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

Y. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Z. PREVAILING WAGES

☒ **This Project is not subject to prevailing wages.** CONTRACTOR is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the Agreement is not a public works contract, if Agreement does not include a public works construction project of more than

\$25,000, or the Agreement does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

AA.DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the Agreement is awarded."

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY's request.

☐ [For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

BB. CONTRACT TERMS. All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager

Approved as to form:

City Attorney or Designee

XEROX CORPORATION

Officer 1 DocuSigned by:
By *Chaley Henderson*
80664C8D2B8D446...
Name Chaley Henderson
Title Finance Director
Telephone: 952-806-6160

Officer 2 DocuSigned by:
By *Michelle Yoshino*
55467704DA8E48F
Name Michelle Yoshino
Title Xerox General Manager
Telephone: 714262-8854

EXHIBIT A SCOPE OF SERVICES

PRINTING AND EQUIPMENT SERVICES

The CITY will trade in previously leased older model equipment to CONTRACTOR. The CONTRACTOR will lease to the CITY on three (3) pieces of equipment for delivery and set up. The VR280 (versant 280 press), VR280STND (ex standalone ps) and DPS120 (nuvera 120EA system) models are for printing equipment along with furnishing supplies and maintenance services are performing at:

- High quality, high performance;
- Reliable service, very little downtime;
- applicable network printing options.

CONTRACTOR will lease printing equipment to include maintenance services and supplies for a thirty (36) month term of the following equipment and printing services:

DPS120 (Nuvera 120 EA System) Equipment No. 1 model creates Black and White Impression Specifications:

- Dual Basic finishing model
- Feed Module 4 Tray
- Imposition License
- Image Quality Pack
- Disk Overwrite
- Productivity Pack
- Postscript & P
- Xerox Performance Publisher Advanced Document Toolkit
- Customer Education
- Analyst Services

VR280 (Versant 280 Press) Equipment No. 2 model creates Colored Impression Specifications:

- Advanced Oversized High Capacity Feeder
- Crease/2 Side Trimmer
- Envelope Supply Kit
- Book maker/ Inline Spectrum
- Professional Book Maker Finisher
- Square Fold Trimmer
- Top Tray Aligner
- USB Enablement Kit
- Production Ready Interposer
- Production Ready 2/3 Punch
- Extra Large Sheet Feeder Support Kit

VR280STND (EX Standalone PS) Equipment model creates Advance Colored Impression Specifications:

- Color Profiler Suite
- Compose With Lac
- Advanced Faci Kit
- Efi Performance Package
- Customer Education
- Analyst Services

All of the above are the software components for the printing system

Maintenance & Service Requirements

CONTRACTOR leasing printing equipment services responses shall include but not limited to the following:

- Click charge needs to include service, repairs, parts, labor, and IT support.
- Response to service requests within 1 hour
- Maintenance/repair calls must be performed within twenty-four (24) hours of request for service.
- The maximum allowable downtime for any one piece of equipment is forty-eight (48) hours.
- CONTRACTOR assumes all responsibility for hardware performance due to service parts and components.
- Contractor will assume responsibility for disposal of and recycling of all service parts.
- CONTRACTOR will supply CITY with a call completion notification in electronic format.
- A “loaner” machine must be placed in the building for any equipment that cannot be repaired and restored to normal operating service within five (5) days.
- New equipment training within 2 days of install.
- Excluded from the requirements are delays resulting from acts of nature, accidents, or extreme weather conditions.
- The CITY requires help desk support for all CITY staff users on all multifunction peripheral (MFP) to specifically:
 - Provide a single point of contact for CITY staff;
 - Unlimited phone support on all initial service calls during normal business hours.
 - Unlimited network support during normal business hours, 8:00 A.M. to 4:30 P.M. Monday through Friday, with exception of statutory holidays.
 - Unlimited on-site training.

Printer Removal, Delivery, Set-up and Acceptance:

CONTRACTOR’s leasing printer equipment removal, delivery and set up will be inclusive to CITY location. Basic installation is to include initial operating supplies (except paper). A pre-delivery walkthrough of each site and equipment location will be coordinated with

the CITY to ensure access and power requirements are acceptable. An operator's manual is to be delivered with each machine.

Equipment and Supply Maintenance Requirements:

CONTRACTOR equipment maintenance standard will consist of but not limited to the following:

- Consumable supplies must meet original equipment manufacturers specifications.
- CONTRACTOR assumes all responsibility for hardware performance due to consumable supplies i.e. Xerox supplies, toner, waste containers and drum cartridges. (CITY is responsible for replenishing paper supply)
- Covers all network printers included in contract.
- CONTRACTOR retains ownership of all consumable inventory.
- CONTRACTOR to be responsible for all toner, fix/repair, maintenance and/or replacement of all output devices.
- Hardware must meet specifications and minimum uptime requirements.
- Preventative Maintenance Schedules planned and completed according to manufacturers' recommended service schedules.
- Exclusive utilization of Original Equipment Manufacturer (OEM) parts and supplies for replacements.

Various Printing Services (As Needed)

During operational use of the leased equipment no. 1 through 3, the CITY will process various printing(s) as needed. The CITY will allocate a not to exceed budget in the amount of \$67,780.12 set forth in Section 5, compensation for the original term of Agreement to cover all printing cost reference in "Attachment A – Lease Equipment & Printing Rates".

ATTACHMENT A LEASE EQUIPMENT & PRINTING RATES

EQUIPMENT NO. 1:

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. DPS120 (NUVERA 120 EA SYSTEM)	<ul style="list-style-type: none"> - Dual Basic Fin Mod - Feed Module 4 Tray - Imposition License - Image Quality Pack - Disk Overwrite - Productivity Pack - Postscript & Ppml Sw - Xpp Adv Doc Toolkit - Customer Ed - Analyst Services 	Lease Term: Purchase Option:	36 months FMV	- Xerox 120 DPS S/N TB7004179 Trade-In as of Payment 87	3/29/2024

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band Rate	Per Print	
1. DPS120	\$3,997.45	1: Black and White Impressions	All Prints	\$0.0039	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$3,997.45	Minimum Payments (Excluding Applicable Taxes)			

EQUIPMENT NO. 2 & 3:

Item	Product Description	Term Information		Trade Information	Requested Install Date
1. VR280 (VERSANT 280 PRESS)	<ul style="list-style-type: none"> - Advanced Ohcf - Crease/2 Side Trmr - Envelope Sup Kit - IdmW/ Inline Spectr - Pr Book Mkr Fin - Sq Fold Trimmer - Top Tray Aligner - Usb Enablement Kit - PrdRdy Interposer - PrdRdy 2/3 Punch - Xls Support Kit 	Lease Term: Purchase Option:	36 months FMV	- Xerox V180 PERF S/N 1AB190284 Trade-In as of Payment 75	3/29/2024

2. VR280STND (EX STANDALONE PS) - ColorProfilerSuite - ComposeWithLac - AdvancedFaciKit - Efi Performance Pkg - Customer Ed - Analyst Services	Lease Term: Purchase 36 months Option: FMV	- Xerox V180FFPS S/N 4BP809287 Trade-In as of Payment 75	3/29/2024
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Monthly Pricing

Item	Lease Minimum Payment	PrintCharges			Maintenance Plan Features
		Meter	VolumeBand	Per Print Rate	
1. VR280	\$2,681.62	1: Color Impressions	All Prints	\$0.0356	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Black and White Impressions	All Prints	\$0.0085	
		3: Color Large Impressions	All Prints	\$0.0030	
		4: Extra Long Impressions	All Prints	\$0.0356	
2. VR280STND	\$1,088.76	N/A	N/A	N/A	- Full Service Maintenance Included
Total	\$3,770.38	Minimum Payments (Excluding Applicable Taxes)			

EXHIBIT "A-1"

GENERAL SERVICES TASK ORDER

Contractor hereby agrees to perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Contractor shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.

ISSUE DATE

Purchase Requisition No.

1A. MASTER AGREEMENT NUMBER

1B. TASK ORDER NO.

2. CONTRACTOR

3. PERIOD OF PERFORMANCE: START: COMPLETION:

4. TOTAL TASK ORDER PRICE: \$ _____

BALANCE REMAINING IN MASTER AGREEMENT \$ _____

5. BUDGET CODE: _____

COST CENTER _____ COST ELEMENT _____ WBS/CIP _____ PHASE _____

6. CITY PROJECT MANAGER'S NAME/DEPARTMENT _____

7. DESCRIPTION OF SCOPE OF SERVICES

MUST INCLUDE:

- WORK TO BE PERFORMED
- SCHEDULE OF WORK
- BASIS FOR PAYMENT & FEE SCHEDULE
- DELIVERABLES
- REIMBURSABLES (with "not to exceed" cost)

8. ATTACHMENTS: A: Scope of Services B: _____

**I hereby authorize the performance of
the work described above in this Task Order.**

**I hereby acknowledge receipt and acceptance
of this Task Order and warrant that I have
authority to sign on behalf of Contractor.**

APPROVED:

CITY OF PALO ALTO

APPROVED:

COMPANY NAME: _____

BY: _____

Name _____

Title _____

Date _____

BY: _____

Name _____

Title _____

Date _____

EXHIBIT B SCHEDULE OF PERFORMANCE

☒ CONTRACTOR shall perform the Services so as to complete each task within the time period specified below. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONTRACTOR and CITY so long as all work is completed within the term of the Agreement. Upon request CONTRACTOR shall provide a detailed schedule of work consistent with the schedule below.

Task: Equipment & Services	Completion Dates (as specified below) from NTP
1. DPS120 (Nuvera 120 EA Systems) Leasing and Printing Service – Year 1 of 3	January 31, 2025
2. VR280 (Versant 280 Press) Leasing Printing Service – Year 1 of 3	January 31, 2025
3. VR280STND Full Maintenance Service – Year 1 of 3	January 31, 2025
4. DPS120 (Nuvera 120 EA Systems) Leasing and Printing Service – Year 2 of 3	January 31, 2026
5. VR280 (Versant 280 Press) Leasing Printing Service – Year 2 of 3	January 31, 2026
6. VR280STND Full Maintenance Service – Year 2 of 3	January 31, 2026
7. DPS120 (Nuvera 120 EA Systems) Leasing and Printing Service – Year 3 of 3	January 31, 2027
8. VR280 (Versant 280 Press) Leasing Printing Service – Year 3 of 3	January 31, 2027
9. VR280STND Full Maintenance Service – Year 3 of 3	January 31, 2027

EXHIBIT C SCHEDULE OF FEES

☒ Compensation based upon fee schedule

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

BUDGET SCHEDULE

TASK: MONTHLY EQUIPMENT LEASE & SERVICES	NOT TO EXCEED ANNUAL AMOUNT
Task 1 (Year 1 of 3) (DPS120 [Nuvera 120 EA Systems] Leasing and Printing Service)	\$47,969.40
Task 2 (Year 1 of 3) (VR280 [Versant 280 Press] Leasing Printing Service)	\$32,179.44
Task 3 (Year 1 of 3) (VR280STND Leasing & Full Maintenance Service – Year 1 of 3)	\$13,065.12
Task 4 (Year 2 of 3) (DPS120 [Nuvera 120 EA Systems] Leasing and Printing Service)	\$47,969.40
Task 5 (Year 2 of 3) (VR280 [Versant 280 Press] Leasing Printing Service – Year 2 of 3)	\$32,179.44
Task 6 (Year 2 of 3) (VR280STND Leasing & Full Maintenance Service)	\$13,065.12
Task 7 (Year 3 of 3) (DPS120 [Nuvera 120 EA Systems] Leasing and Printing Service)	\$47,969.40
Task 8 (Year 3 of 3) (VR280 [Versant 280 Press] Leasing Printing Service – Year 3 of 3)	\$32,179.44
Task 9 (Year 3 of 3) (VR280STND Leasing & Full Maintenance Service)	\$13,065.12
Sub-total for Leasing Cost	\$279,641.88
Printing Service Budget for Years 1 thru 3 (As needed)	\$67,780.12
Reimbursable Expenses (if any)	\$0
Total for Lease, Printing Services and Reimbursable Expenses	\$347,422
Additional Services (if any, per Section 4)	\$34,742.20
Maximum Total Compensation	\$382,164.20

EXHIBIT D INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE EMAILED TO: PURCHASINGSUPPORT@CITYOFPALOALTO.ORG