

## ATTACHMENT A

### **MAINTENANCE/REPAIR SERVICES AGREEMENT WITH C3 OFFICE SOLUTIONS LLC DBA C3 TECH FOR COPIER MAINTENANCE AND REPAIR SERVICES**

THIS MAINTENANCE/REPAIR SERVICES AGREEMENT ("Agreement") is made and entered into as of this 24th day of January, 2023 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and C3 Office Solutions LLC, a California limited liability company, doing business as ("DBA") C3 Tech ("Contractor"), whose address is 1536 E. Warner Avenue, Santa Ana, California 92705, and is made with reference to the following:

#### **RECITALS**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to perform maintenance and/or repair services for City ("Project").
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance and/or repair services described in this Agreement.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

#### **1. TERM**

The term of this Agreement shall commence on the Effective Date, and shall terminate on January 23, 2028, unless terminated earlier as set forth herein.

#### **2. SERVICES TO BE PERFORMED**

2.1 Contractor shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). As a material inducement to City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contractor is experienced in performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow community professional standards with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances, in performing the Work required hereunder, and that all materials will be of good quality.

2.2 Contractor shall perform all Work required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary for the Project.

### 3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Contractor to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Contractor's control.

3.4 For all time periods not specifically set forth herein, Contractor shall respond in the most expedient and appropriate manner under the circumstances, by fax, hand-delivery or mail.

### 4. COMPENSATION TO CONTRACTOR

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Two Hundred Sixty Thousand Four Hundred Forty Three Dollars and 60/100 (\$260,443.60)**, without prior written amendment to the Agreement.

4.2 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name and/or classification of employee who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit B to this Agreement, or specifically approved in writing in advance by City.

4.4 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 execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B.

## **5. PROJECT MANAGER**

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Samantha Sanchez to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

## **6. ADMINISTRATION**

This Agreement will be administered by the City Manager's Office. City's Information Technology Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

## **7. CITY'S RESPONSIBILITIES**

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Contractor's Work schedule.

## **8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE**

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform

the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Contractor certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws and legally recognized professional standards.

8.3 Contractor represents and warrants to City that it has, shall obtain and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

## **9. RESPONSIBILITY FOR DAMAGES OR INJURY**

9.1 City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

## **10. INDEPENDENT CONTRACTOR**

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

## **11. COOPERATION**

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with Contractor on the Project.

## **12. CITY POLICY**

Contractor shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

### **13. PROGRESS**

Contractor is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

### **14. INSURANCE**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

### **15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS**

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

### **16. SUBCONTRACTING**

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Contractor shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

### **17. OWNERSHIP OF DOCUMENTS**

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

## **18. CONFIDENTIALITY**

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

## **19. RECORDS**

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **20. WITHHOLDINGS**

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

## **21. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS**

City reserves the right to employ other contractors in connection with the Project.

## **22. CONFLICTS OF INTEREST**

22.1 Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

22.2 If subject to the Act and/or Government Code §§ 1090 et seq., Contractor shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

## **23. NOTICES**

23.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

23.2 All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Information Technology Manager  
City Manager's Office  
City of Newport Beach  
100 Civic Center Drive  
PO Box 1768  
Newport Beach, CA 92658

23.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Tricia Sanchez  
C3 Office Solutions LLC dba C3 Tech  
1536 E. Warner Avenue  
Santa Ana, CA 92705

## **24. CLAIMS**

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Contractor shall be required to file any claim Contractor may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

## **25. TERMINATION**

25.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.



25.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

## **26. LABOR**

26.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

26.2 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

26.3 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

26.4 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

## **27. STANDARD PROVISIONS**

27.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

27.2 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

27.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

27.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all

preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

27.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

27.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

27.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

27.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

27.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

27.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

27.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

27.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 12/20/22

By:   
Aaron C. Harp  
City Attorney

**CITY OF NEWPORT BEACH,**  
a California municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Noah Blom  
Mayor

**ATTEST:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

**CONTRACTOR: C3 Office Solutions  
LLC dba C3 Tech**, a California limited  
liability company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jose Antonio Sanchez  
Chief Executive Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tricia Sanchez  
Managing Member

**[END OF SIGNATURES]**

Attachments:      Exhibit A – Scope of Services  
                            Exhibit B – Schedule of Billing Rates  
                            Exhibit C – Insurance Requirements

# EXHIBIT A

## SCOPE OF SERVICES

**Objective:**

Contractor will provide maintenance and repair services related to the approximately twenty-six (26) copiers owned and operated by the City. These services shall support copiers located at the Civic Center, Library, Recreation, Utilities, Fire, Police and Public Works facilities.

**Description:****PROJECT OVERVIEW**

The City owns 26 copiers ("Equipment") throughout the following locations: Civic Center, Police Department Headquarters, Lifeguard Headquarters, OASIS Senior Center, Central Library, Utilities Department, Marina Park and Municipal Operations Corporate Yard. These units require proactive maintenance and, on an as-needed basis, repairs. The City's IT staff maintains the City's technology infrastructure, including the networking and general management of copiers but a contractor is needed to provide the maintenance and repair services on the units.

The Equipment list, attached hereto, includes the latest meter counts for all copier units. Since the meter counts have run higher than originally anticipated, the City reserves the right to replace copier units as-needed and with any make/model that best suits the City's needs.

**Contractor Responsibilities**

Contractor shall provide preventative maintenance on Equipment. Maintenance shall be performed on-site at the City location of each unit in accordance with manufacturer's specifications and recommendations for each respective unit.

Contractor shall guarantee a one (1)-hour return on service calls, providing an estimated time of arrival ("ETA") for a technician, not to exceed four (4) hours after the initial service call response.

Contractor shall provide customized billing as directed by the City. Billing may be segregated by department, accounting codes, or any other methodology cited by the Project Manager.

Contractor shall proactively monitor Equipment and provide for the automatic shipment and replenishment of toner supplies when levels reach 25%.

Contractor shall remotely log in to the City's network with granted access over firewall to support designated City staff on an as-needed basis.

Contractor shall provide emergency loaner units for any Equipment that cannot be repaired within two (2) business days.

Contractor shall only use original equipment manufacturer parts and toner when servicing or repairing Equipment.

Contractor shall provide quarterly reviews to monitor Equipment performance and City satisfaction and serviceability.

Contractor shall configure Equipment for the appropriate network *or* PC environments based upon the network discovery performed.

Contractor shall train City Information Technology ("IT") staff member(s) of the City's designation on server setup and configuration.

Contractor shall train City IT staff member(s) of the City's designation on workstation printer setup and configuration.

Contractor shall train City IT staff member(s) of the City's designation on the use of the print driver in a "train-the-trainer" format

Contractor shall generate server and workstation printer test pages.

Contractor agrees that any and all information viewed through and during the performance of Services in accordance with this Agreement is confidential and may not be disclosed without City consent unless ordered by law.

### **City Responsibilities**

City shall provide Contractor with a list of all Equipment covered under this Agreement, including primary contacts associated with each piece of Equipment. City shall endeavor to notify Contractor in the event there are changes to the Equipment or contact list.

City shall be responsible for any and all staple and paper supplies.

City shall ensure clear and unobstructed access for Contractor's personnel to all Equipment covered in this Agreement.

City shall grant firewall access to the Contractor for purposes of remote log in to support designated City staff on an as-needed basis.

### **ATTACHMENTS**

1. List of the all the City Owned Copiers

#	Location	Address	Department/Floor	Main Contact	Telephone	Email	Equipment Model	Serial No.	Installation Date	Mono Pages (Avg. Monthly vol.)	Color Pages (Avg. Monthly vol.)
<b>CIVIC CENTER</b>											
1	Customer Service Center	100 Civic Center Drive	Bay 1A	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	SHARP MX-6070V	8510020Y00	05/07/2019	7,965	2,132
2	Community Development (Planning)	100 Civic Center Drive	Bay 1B	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	TOSHI BA E-STUDIO 6506AC	CHGG20529	10/20/2017	10,462	4166
3	Emergency Operations Center	100 Civic Center Drive	Basement	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	SHARP MX-5071	1506750Y00	05/18/2022	100	200
4	Community Development	100 Civic Center Drive	Bay 1C	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	SHARP MX-6070V	95129261	03/01/2019	7,931	4,203
5	Community Development (Permits)	100 Civic Center Drive	Bay 1C	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	RICOM MP 5055	C36R801367	04/25/2017	6,255	N/A
6	Community Development Lobby	100 Civic Center Drive	Bay 1C	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	SHARP MX-5071V	15090448	11/05/2021	200	100
7	Community Development (Building)	100 Civic Center Drive	Bay 1D	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	TOSHI BA E-STUDIO 6506AC	2513527Y00	10/27/2017	9,845	3,022
8	IT Services	100 Civic Center Drive	Bay 1E	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	SHARP MX-6070V	8510020Y00	02/06/2018	1,181	2,007
9	Human Resources Department	100 Civic Center Drive	Bay 2A	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	TOSHI BA E-STUDIO 6506AC	CHFG18718	07/27/2017	9,814	2,935
10	Fire Department	100 Civic Center Drive	Bay 2B	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	SHARP MX-6070V	8512182600	09/18/2018	5,511	3,522
11	Finance Department	100 Civic Center Drive	Bay 2C	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	TOSHI BA E-STUDIO 6506AC	CHFG18715	07/20/2017	5,464	2,162
12	Public Works Department	100 Civic Center Drive	Bay 2D	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	TOSHI BA E-STUDIO 6506AC	CHBG16327	04/10/2017	8,200	4,800
13	Executive Offices (City Manager / Attorney)	100 Civic Center Drive	Bay 2E	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	TOSHI BA E-STUDIO 6506AC	CHHG21172	11/17/2017	6,838	3,602
14	Executive Offices (City Clerk)	100 Civic Center Drive	Bay 2E	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	TOSHI BA E-STUDIO 5506AC	CHBG16072	04/10/2017	7,816	2,154
15	Council Chambers	100 Civic Center Drive	Council Chambers	Mike Wojciechowski	949-644-3088	<a href="mailto:mwojo@newportbeachca.gov">mwojo@newportbeachca.gov</a>	SHARP MX-5071S	1506737Y00	05/04/2022	100	200
<b>LIFEGUARD HEADQUARTERS</b>											
16	Lifeguard Headquarters	70 Newport Pier	Admin Office	Michael Halphide	949-644-3047	<a href="mailto:mhalphide@nbf.d.net">mhalphide@nbf.d.net</a>	SHARP MX-5071V	9503106900	11/06/2019	1,029	1,030
<b>OASIS SENIOR CENTER</b>											
17	OASIS Senior Center	801 Narcissus	Admin Office	Jessica Battoli	949-644-3245	<a href="mailto:jbattoli@newportbeachca.gov">jbattoli@newportbeachca.gov</a>	SHARP MX-5070V	8513367700	10/24/2018	1,866	3,622
<b>CENTRAL LIBRARY</b>											
18	Central Library	1000 Avocado Ave.	Admin Office	Francine Jacome	949-717-3809	<a href="mailto:fjacome@newportbeachca.gov">fjacome@newportbeachca.gov</a>	SHARP MX-5070V	8512836100	04/11/2018	6,071	5,732
<b>PUBLIC WORKS - CORPORATE YARD</b>											
19	Municipal Operations General Services Yard	592 Superior Ave.	Admin Office (Building A)	Marie Lindeman	949-644-3061	<a href="mailto:mlindeman@newportbeachca.gov">mlindeman@newportbeachca.gov</a>	SHARP MX-5071	95141517	09/10/2019	1,982	3,817
<b>UTILITIES DEPARTMENT</b>											
20	Utilities Department Headquarters	949 W. 16th Street	Admin Office	Kristen Burger	949-644-3012	<a href="mailto:kburger@newportbeachca.gov">kburger@newportbeachca.gov</a>	SHARP MX-6070N	7507264200	04/17/2017	3,758	2384
<b>MARINA PARK</b>											
21	Marina Park	1600 W. Balboa Blvd.	Admin Office (Building A)	Racquel Valdez	949-644-3158	<a href="mailto:rvaldez@newportbeachca.gov">rvaldez@newportbeachca.gov</a>	SHARP MX-5071S	1506586Y00	05/12/2022	754	1,679
22	Marina Park	1600 W. Balboa Blvd.	Admin Office (Building B)	Racquel Valdez	949-644-3158	<a href="mailto:rvaldez@newportbeachca.gov">rvaldez@newportbeachca.gov</a>	SHARP MX-5071S	1506667Y00	05/12/2022	1169	2,724
<b>POLICE DEPARTMENT</b>											
23	Police Department Headquarters	870 Santa Barbara Drive	Traffic Office	Brain Dakin	949-644-3793	<a href="mailto:bdakin@nbpd.org">bdakin@nbpd.org</a>	TOSHI BA E-STUDIO AC500S	SCNGH31823	10/30/2018	281	727
24	Police Department Headquarters	870 Santa Barbara Drive	Detectives Office	Brain Dakin	949-644-3793	<a href="mailto:bdakin@nbpd.org">bdakin@nbpd.org</a>	TOSHI BA E-STUDIO AC500S	SCNHH37849	10/30/2018	3,743	3,544
25	Police Department Headquarters	870 Santa Barbara Drive	Records Office	Brain Dakin	949-644-3793	<a href="mailto:bdakin@nbpd.org">bdakin@nbpd.org</a>	TOSHI BA E-STUDIO AC500S	SCFCH45992	07/19/2018	11,733	2,071
26	Police Department Headquarters	870 Santa Barbara Drive	Support Services Office	Brain Dakin	949-644-3793	<a href="mailto:bdakin@nbpd.org">bdakin@nbpd.org</a>	TOSHI BA E-STUDIO AC500S	SCFKG63958	07/19/2018	5,937	2,122

# EXHIBIT B

## SCHEDULE OF BILLING RATES

### Black & White Copies

	Copy Rate (per copy)	Average Monthly Volume	Black & White Yearly Total
Year 1	0.0045	90,000	\$4,860.00
Year 2	0.0050	90,000	\$5,346.00
Year 3	0.0054	90,000	\$5,880.60
Year 4	0.0060	90,000	\$6,468.66
Year 5	0.0066	90,000	\$7,115.53

### Color Copies

	Copy Rate (per copy)	Average Monthly Volume	Color Yearly Total
Year 1	0.045	70,000	\$37,800.00
Year 2	0.0495	70,000	\$41,580.00
Year 3	0.0545	70,000	\$45,738.00
Year 4	0.0599	70,000	\$50,311.80
Year 5	0.0659	70,000	\$55,342.98

### Totals

	Black & White Yearly	Color Yearly	Total
Year 1	\$4,860.00	\$37,800.00	\$42,660.00
Year 2	\$5,346.00	\$41,580.00	\$46,926.00
Year 3	\$5,880.60	\$45,738.00	\$51,618.60
Year 4	\$6,468.66	\$50,311.80	\$56,780.46
Year 5	\$7,115.53	\$55,342.98	\$62,458.51
<b>Contract NTE</b>			<b>\$260,443.60</b>

Pricing includes any and all labor; materials; equipment; supervision; travel and expenses; and insurance to provide the contractual services.



## EXHIBIT C

### INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
  - A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.
  - B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
  - C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this



Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.
- B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.
- C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

- A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice

of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor sixty (60) calendar days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
- C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for 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.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

- G. City Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
- H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.