

AGREEMENT FOR CANON COPIER MAINTENANCE SERVICES BETWEEN CITY OF TEMECULA AND INNOVATIVE DOCUMENT SOLUTIONS

This Agreement for Canon Copier Maintenance Services ("Agreement") is made and effective as of **July 1, 2019**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Innovative Document Solutions**, an S corporation (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

The term of this Agreement shall commence on **July 1, 2019**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, unless sooner terminated, or extended, pursuant to the provisions of this Agreement.

The City may, upon agreement, extend this Agreement for up to two (2) additional two (2) year term(s). In no event shall this Agreement be extended beyond **June 30, 2028**.

2. SCOPE OF WORK

Contractor shall perform all of the work described in the Scope of Work, attached hereto as Exhibit "A" and incorporated by reference herein ("Scope of Work"), and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform the work (collectively, "Work"). All Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work, Exhibit A.

3. PAYMENT

a. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated by reference herein, based upon the price per impression rate set forth in Exhibit B. The per impression rates set forth in Exhibit B are all inclusive as to maintenance, supplies, parts, and labor. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed One-Hundred Ten Thousand dollars (\$110,000) each fiscal year for a total, not to exceed amount of Five-hundred fifty thousand dollars (\$ 550,000.00) for the five (5) year term of this Agreement, unless this Agreement is sooner terminated, or extended and additional payment is approved as provided in this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement per year as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

c. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

4. PERFORMANCE AND WARRANTY

Contractor shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement. Contractor warrants that, for not less than 30 days, Contractor's Work shall be free of defects and in compliance with all Canon specifications for the subject copier. Any Work that proves defective during the warranty period shall be re-performed by Contractor at no cost to City, and a new warranty period will begin as to such re-performed Work.

5. CITY APPROVAL

All services shall be furnished and Work performed and completed subject to City's approval and satisfaction.

6. WAIVER OF CLAIMS

On or before making final request for payment under Paragraph 3 above, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. The acceptance by Contractor of the final payment shall constitute a waiver of all claims against City under or arising out of this Agreement, except those previously made in writing and requested for payment.

7. SUSPENSION OR TERMINATION OF AGREEMENT

a. The City may at any time, for any or no reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of the Work, such suspension or termination shall not affect any other required Work. The Contractor may only terminate for cause and only after a failure by the City to cure any default after not less than ten (10) days' prior, written notice of default and demand to cure is personally served on the City.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the Work satisfactorily performed up to the time of termination, provided that the Work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City for all unpaid Work, pursuant to Section entitled "**PAYMENT**" herein.

8. DEFAULT OF CONTRACTOR

a. The Contractor's failure to comply with any of the provisions of this Agreement shall constitute a default. In the event that Contractor is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any Work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of Work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, at the City's option, the Contractor may be served with a notice of default and demand to cure. The Contractor shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. INDEMNIFICATION

The Contractor shall defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers (collectively, "Indemnitees") from and against any and all claims, demands, stop notices, losses, defense costs or expenses, including attorney fees and expert witness fees, and/or liability of any kind or nature which any of the Indemnitees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the sole negligence of any of the Indemnitees.

10. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: One million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds, as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will mail thirty (30) days' prior written notice to the City.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Contractor shall within two (2) business days of notice from insurer, personally deliver written notice to the City's Risk Manager of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-: VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

g. By executing this Agreement, Contractor hereby certifies:

I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

h. All required policies of insurance shall be endorsed to waive the right of subrogation. Contractor waives all rights of subrogation.

11. TIME OF THE ESSENCE

Time is of the essence in this Agreement.

12. INDEPENDENT CONTRACTOR

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

14. CONTRACTOR'S INDEPENDENT INVESTIGATION

No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Agreement, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Agreement out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Agreement. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

15. CONTRACTOR'S AFFIDAVIT

After the completion of the Work contemplated by this Agreement, Contractor shall file an affidavit with the City Manager stating that all workers and persons employed, all firms supplying materials, and all subcontractors on the Work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

16. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

17. BOOKS AND RECORDS

Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Agreement, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City. Contractor shall maintain complete records of all services performed pursuant to this Agreement for not less than two (2) years after such performance.

18. UTILITY LOCATION

City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215 in the event any of the Work requires subsurface installations.

19. REGIONAL NOTIFICATION CENTERS

Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4216, et seq., in the event any of the Work requires subsurface installations.

20. DISCRIMINATION

Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

21. WRITTEN NOTICE

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Contractor: Innovative Document Solutions
Kevin W. Heitritter
26855 Jefferson Avenue, #F
Murrieta, CA 92590

22. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor. At no time will Contractor subcontract any performance required hereunder without the City's prior, written consent.

23. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

24. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit hereto, the provisions of this Agreement shall govern.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

Innovative Document Solutions

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Michael S. Naggar, Mayor

By: _____
Kevin W. Heitritter, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
Sandi Heitritter, Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONTRACTOR

Innovative Document Solutions
Contact Person: Kevin Heitritter
26855 Jefferson Avenue, #F
Murrieta, CA 92562
951.676.8885
Kevin@idsprintwise.com



PM Initials: 
Date: 

EXHIBIT “A”

SCOPE OF WORK

Contractor recognizes and agrees that this Agreement is for the purpose of establishing a contractual relationship between the **City of Temecula** and the Contractor, for the future repairs, and maintenance of **Canon Copiers** at the various locations upon real and personal property of the City. Work will include maintenance services, and emergency call-out. The work is set forth as follows:

- A.** The Contractor will provide maintenance and service for 56 copiers/printers housed in various City operated facilities. New or replacement copiers/printers may be added to the agreement as necessary throughout the term. The City will pay for maintenance and services based on a price per impression structure with no monthly minimum or maximum number of impressions. The price per impression is inclusive of any and all charges for the items listed within Section B of this Scope of Work.
- B.** The scope of the maintenance and support services included in this Agreement include
 - i. Consumables:** Contractor will provide full service and maintenance coverage, including all consumables, with the exception of paper and staples for each of the copiers/printers covered under this Agreement.
 - ii. Preventative/Scheduled Maintenance:** Contractor will provide routine cleaning and preventative maintenance, in accordance with manufacturers recommendations, on each of the copiers/printers covered under the agreement
 - iii. Support**
 - 1. The Contractor will be an authorized dealer of Canon Copiers/Printers, and technicians will at all times herein, be currently certified by Canon to support the covered equipment.
 - 2. The Contractor will respond to service and maintenance requests within two (2) working hours, and a technician will be on site within four (4) hours of the request.
 - 3. Technicians must be available from 8:00 a.m. through 5:00 p.m. PST Monday through Friday excluding holidays.
 - iv. Parts Repair or Replacement:**
 - 1. All parts and labor charges for maintenance and repairs for each of the copiers/printers covered under this Agreement, will be covered in full and included in the price per impression. No additional bills

for extra charges will be submitted without prior written agreement signed by both parties.

2. Contractor will provide and install a loaner Canon copier/printer with similar or better features if a copier/printer is out of service more than two (2) working days.

EXHIBIT “B”

PAYMENT RATES AND SCHEDULE

The cost per impression for each of the City’s existing Canon copiers/printers is defined below. The current copy/print rates will apply through the entirety of this five-year agreement and will not increase. These rates include all maintenance, supplies, parts, and labor required for the proper operation of the copiers/printers.

Black and White Copiers				
No.	ID	Location	Model	B/W Rate
1	3665	Fire copy room	1025	0.01
2	4394	Econ Dev	1025	0.01
3	4395	Com Dev Reception	1025	0.01
4	4396	Fire St. 73 Ent. Cir.	1025	0.01
5	4397	SW Station Traffic	1025	0.01
6	4431	PW Reception	3225	0.01
7	4861	Lobby	1025	0.01
8	4862	CSD Reception	1025	0.01
9	4964	Plan Tech Counter	4051	0.0078
10	4988	Theater Office	1025	0.01
11	5077	Reference Counter	1025	0.01
12	5078	Skate Park	1025	0.01
13	5079	I.L.L. Office	1025	0.01
14	5080	Children’s Area	1025	0.01
15	5083	Library Manager	1025	0.01
16	5084	Front Counter	1025	0.01
17	5396	Mall PD Storefront	1025	0.01
18	5397	Jefferson Rec Center	1025	0.01
19	5419	Public Copier	4225	0.01
20	5429	Public B&W	4225	0.01
21	5539	MRC	1025	0.01
22	5540	Com Dev Admin	1025	0.01
23	5541	Genealogy	1025	0.01
24	5542	Fire St. 92 Wolf Creek	1025	0.01
25	5553	CRC Aquatics	4225	0.01
26	5554	Records Mgmt	4225	0.01
27	5555	Bldg & Safety	4225	0.01
28	5556	Children’s Museum	4225	0.01
29	5779	Cashier	4225	0.01
30	6284	Central Svcs	8505	0.0045
31	6286	Central Services	6565	0.0045

Color Copiers					
No.	ID	Location	Model	B/W Rate	Color Rate
32	4376	Central Svcs	5051	0.0074	0.05
33	4378	City Clerk	5051	0.0074	0.05
34	4955	I.T. Copy Room	5051	0.0074	0.05
35	4963	PW CIP	5030	0.0074	0.05
36	4965	CM Copy Room-Black	5051	0.0074	0.05
37	4966	PW Copy Room	5030	0.0074	0.05
38	4972	CSD Copy Room	5030	0.0074	0.05
39	4973	TVE2	5030	0.0074	0.05
40	5073	FOC Copy Room	5235	0.0074	0.05
41	5330	Southwest Station	2230	0.0074	0.05
42	5331	History Museum	2230	0.0074	0.05
43	5411	Homework Center	2230	0.0074	0.05
44	5425	Staff Workroom	5235	0.0074	0.05
45	5426	Public Color	5235	0.0074	0.05
46	5430	Children's Workroom	5235	0.0074	0.05
47	5523	Comm Theater	2230	0.0074	0.05
48	5524	TCC	2230	0.0074	0.05
49	5525	Senior Center	2230	0.0074	0.05
50	5571	CRC	5235	0.0074	0.05
51	6274	Finance	5550	0.0074	0.05
52	6285	Central Svcs	7565	0.007	0.047
53	6300	HR	3530	0.0074	0.05
54	6407	Planning	5550	0.0074	0.05
55	6427	OTSF P.D.	256iF	0.01	0.068
56	6456	Birdsall Park	256iF	0.01	0.068