SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated <u>December 3, 2024</u> and is between Jones-Walbaum Corporation dba American Business Machines, a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

- A. The County has a need for three high-speed, high-volume digital black and white copiers and one high-speed, high-volume digital color copier.
- B. On July 16, 2024, the County issued Request for Proposal ("RFP") No. 25-004 for the lease and maintenance of three high-speed, high-volume digital black-and-white copiers and one high-speed, high-volume digital color copier, which closed on August 12, 2024. Nine proposals were received during that period; eight proposals were deemed responsive, and one proposal was deemed non-responsive. Each responsive bid was reviewed by a panel of three representatives from the Internal Services Department and a recommendation was made to award the Contractor.
- C. The County desires to engage the Contractor to lease and maintain three high-speed, high-volume digital black and white copiers and one high-speed, high-volume digital color copier. The Contractor is qualified and willing to provide the specified equipment and subsequent services as detailed in this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

- 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A.
- 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.
- 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1.4 **Equipment Details.** The Contractor shall provide all products and product related services as described in Exhibit A. The products provided include but are not limited to: three Canon varioPRINT 130 QUARTZ Black and White Production Printer units and one Canon imagePRESS V700 Color Production Printer unit ("Copier Units"), along with the included accessories as noted in the attached Exhibit E, which is hereby incorporated by this reference.

Article 2

County's Responsibilities

2.1 The County shall provide a County Representative ("County Representative") to represent the County, who will work with the Contractor to carry out the Contractor's obligations under this Agreement. The County Representative will be the County's Internal Services Department – Graphic Communication Services (ISD-Graphics) Manager, and/or their designee.

Article 3

Compensation, Invoices, and Payments

- 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the lease of its Copier Units and performance of its services under this Agreement as described in Exhibit B.
- 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor under this Agreement is \$506,952 for the entire potential 60-month lease. A 20% buffer amount, which totals \$84,492, is included in the maximum compensation for the purchase of any optional accessories listed in Exhibit B.

The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further

- 5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.
- 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.
 - (A) A notice delivered by personal service is effective upon service to the recipient.
 - (B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
 - (C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
 - (D) A notice delivered by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.
- 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds

are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

- (A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.
- (B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.
- (C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:
 - (1) Obtained or used funds illegally or improperly;
 - (2) Failed to comply with any part of this Agreement;
 - (3) Submitted a substantially incorrect or incomplete report to the County; or
 - (4) Improperly performed any of its obligations under this Agreement.
- 6.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.
- 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.
- 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

- 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.
- 7.2 **Verifying Performance**. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.
- 7.3 **Benefits**. Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of the Contractor's employees, including compliance with Social Security withholding and all related regulations.
- 7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

- 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.
 - 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 10

Inspections, Audits, and Public Records

- 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.
- 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.
- 10.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:
 - (A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.
 - (B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County, unless such disclosure is prohibited by court order.

- (C) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
- (D) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning with section 7920.200) ("CPRA").
- (E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).
- (F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.
- 10.4 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the

CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

- 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.
- 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the County before commencing the transaction or immediately after.
- 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

- 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.
- 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

- 12.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.
- 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. The Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.
- 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.
 - 12.6 **Days.** Unless otherwise specified, "days" means calendar days.
- 12.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.
- 12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.
- 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.
- 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

- 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.
- 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.
 - 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:
 - (A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.
 - (B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.
- 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.
 - (A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
 - (B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

- (C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- (D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- (E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.
- 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Agreement on the date stated in the introductory clause. Jones-Walbaum Corporation dba American **COUNTY OF FRESNO Business Machines** Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno Ryan Jónes, Genefal Manager 821 18th Street Attest: Bakersfield, CA 93301 Bernice E. Seidel Clerk of the Board of Supervisors County of Fresno, State of California For accounting use only: Org No.: 8905 Account No.: 7888 Fund No.: 1020 Subclass No.:10000

27

28

Exhibit A

Scope of Services

1. Equipment Specifications

A. Equipment:

The Contractor shall lease to the County the following Copier Units for a term of sixty (60) months:

- Three (3) Canon varioPRINT 130 QUARTZ Black and White Production Printer units.
- ii. One (1) Canon imagePRESS V700 Color Production Printer unit.

 The Copier Units supplied by the Contractor shall be all new. The County will not accept remanufactured equipment, newly rebuilt equipment, or any unit with used parts.

B. Equipment Uptime:

- The Contractor guarantees that the Copier Unit shall run continuously eight (8) hours per day, Monday through Friday, with at least ninety-five percent (95%) uptime.
- ii. The Contractor guarantees that the Copier Unit shall perform as specified under normal operating conditions in the County work environment, and must be able to continuously perform at or beyond the specified performance requirements, as described in Exhibit E.

C. Equipment Specifications:

- The Contractor guarantees that each of the Canon varioPRINT 130
 QUARTZ Black and White Production Printer units shall produce a minimum of one hundred and thirty (130) copies per minute and contain a minimum of five (5) large capacity drawers.
- ii. The Contractor guarantees that the Canon imagePRESS V700 Color Production Printer shall produce a minimum of seventy (70) copies per minute, contain a minimum of three (3) large capacity drawers, and communicate with the FIERY color server.

28

Exhibit A

- iii. All Copier Units shall possess the following specifications:
 - a. Automatic document handlers
 - b. Image quality controls
 - c. Paper weights from 16# to 167# (12 pt.)
 - d. A maximum of 1/16" registration bounce from copy to copy
 - e. Produce proof copies
 - f. Finish and staple at least 100 sheets of paper
 - g. Two (2) and three (3) hole punch options
 - h. Inter-leafing dividers and covers
 - i. Print on tabs through the print driver
 - j. Printing and control of tabs on the front side of the copiers

2. Support Services

A. Miscellaneous Support Services:

- The Contractor shall perform all maintenance, including the cleaning,
 lubrication, and ordinary adjustments necessary to maintain the Copier
 Unit in good operating condition.
- ii. The Contractor shall replace all mechanical and electrical parts that become damaged and/or worn during the term of this Agreement, unless the damage is caused by fire, act of God, vandalism, or the County's misuse or neglect.
- iii. The Contractor shall provide all operating supplies and consumables, except paper, for the Copier Unit.
- iv. The Contractor shall provide factory-certified service technicians to respond to the County's service calls.
- In the event there is a large job the that County cannot handle, the
 Contractor shall offer its services at a wholesale price.

B. Response Times:

28

Exhibit A

- i. The Contractor shall respond to the County's service requests within one(1) hour.
- ii. The Contractor shall provide a four (4) hour response time for all maintenance and/or service calls in which services will be performed within the same window. The Contractor's authorized technician shall be on-site during this four (4) hour response time.

D. Downtime:

- In the case that any piece of a Copier Unit fails to perform as required in this Agreement, the Contractor shall ensure that all measures are taken to rectify any performance issues.
 - a. In the event that any of the Copier Units experiences downtown that would impact the County's ability to complete print jobs, the Contractor shall run those print jobs in-house and deliver them back to the County in time for the County to meet the specific deadlines of each print job.
- ii. The Contractor shall provide loaner equipment to the County during normal business hours (7AM-4PM) for any unit that has downtime exceeding forty-eight (48) hours, or two (2) consecutive business days.
 - a. The Contractor's Service Loaner Equipment Policy: In the event that an item of equipment is inoperable for a period in excess of forty-eight (48) hours or two (2) business days, the Contractor shall deliver to the County a loaner Copier Unit, upon the County's written request, until the original Copier Units is restored to good working order.

E. Preventive Maintenance

 The Canon varioPRINT 130 QUARTZ Black and White Production Printer units do not have a required or recommended preventative maintenance (PM) schedule. These Copier Units will communicate to an operator when

Exhibit A

a part is needed for maintenance or replacement, at which time the Contractor shall perform the required maintenance and/or parts replacement.

- ii. The Canon imagePRESS V700 Color Production Printer unit's PM scheduled is per manufacturer specification. As the machine gets into the millions of pages, PMs can take sixty (60) to ninety (90) minutes.
- iii. Regular and Prevenative Maintenance of Supplies:
 - a. FM Audit Software At no extra charge, the Contractor shall deploy its FM Audit Software at the inception of this Agreement for the Contractor to provide automatic supply replenishment. The FM Audit Software allows for the ability to remotely monitor toner supply levels, paper levels, and errors occurring at any device on the network. The FM Audit Software also allows the County to remotely monitor the Copier Units.

F. Training

- The Contractor shall provide unlimited training to the County on an asneeded basis at no additional cost to the County.
- ii. Training shall include a complete overview of the hardware, scan to e-mail and file, and print drivers examples (Secure Print and Print to Fax). The Contractor shall also review all copier and printing applications to provide customization with items, such as Quick Menu, to provide shortcuts by user or customized settings to enhance the Canon Product experience.
- The Contractor's corporate trainers shall provide detailed individual and/or team training to the County's staff upon written request from the County.

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

A. Lease Costs:

The County agrees to pay the Contractor \$3,465.99 per month for sixty (60) months for the lease of copier equipment as described in Section B below. In no event shall compensation paid for the lease of the Copier Units exceed \$207,959.40 during the entire potential sixty month (five-year term) of this Agreement.

Lease Term	Monthly Lease	Tax Rate	Total Monthly Lease		
	Amount	(8.35%)	Cost		
60 Months	\$3,198.88	\$267.11	\$3,465.99		

B. Full -Service Support Costs/Maintenance: Base Rate for Service (Per Print Copy):

Full-Service Support costs shall include all parts, labor, service calls, maintenance, travel, and toner. Service per copy shall be billed in arrears for actual usage at the below started rates. In no event shall the compensation paid for Full-Service Support performed exceed the maximum compensation of this Agreement. The amount added to compensation for copies per month is based on an estimated use of 25,000 color copies per month and 1,000,000 black and white copies per month.

Copier Equipment	Black & White Rate	Color Rate
Canon varioPRINT 130 QUARTZ	\$0.0027 per/page	N/A
Canon Color imagePRESS V700	\$0.0079 per/page	\$0.35 per/page

C. Optional Accessories:

Optional Accessories will only be added upon written request of the County and are subject to the pricing as listed below.

Exhibit B

OPTIONAL ACCESSORIES FOR IMAGEPRESS 130 QUARTZ MONTHLY

MONTHLY Total							Total	
Item Number	Description	Accessory		YMENT	9-	les Tau		
Kem Hamber	DESCRIPTION	Accessory		THEN	Ja	ies i an	Г	ginenc
8117B002BA	IDP DUOTRAY	Duo Paper Tray C1	\$	59.00	4	4.93	•	63.93
5388B002AA	5388B002AA	Form Assist Module II	\$	5.00		0.42		5.42
8117B026AA	VPDP SF BTA1	Bulk Tray Small Format-A1	\$	20.00		1.67		21.67
5594C002AA	BKLTFN AG1UL	BOOKLET FINISHER-AG1		183.00		15.28	4	198.28
5936C004AA	HCSTACK JIST	High Capacity Stacker-J1Set		220.00		18.37		238.37
7168B034AA	HCS COVB1	HCS End Module Cover	\$	2.00		0.17		2.17
5936C006AA	DFDADFINB1ST	DFD Adapter and Finisher Bridge-B1		253.00		21.13		274.13
5418B002AA	POWERLIFT-A1	PowerLift-A1(includes 5 pallets)	\$	71.00		5.93		76.93
5461B001AA	5461B001AA	Additional Pallets for Powerlift (5 pallets)	\$	12.00		1.00		13.00
1142C004AA	DOCINS R1ST	Document Insertion Unit-R1Set	\$	72.00		6.01		78.01
5224C001AA	PPFLD UNT K1	Paper Folding Unit-K1	\$	156.00		13.03		169.03
4056V496	MFPROPUNC-1	Multi Function Professional Puncher-C1	\$	214.00		17.87		231.87
0259C001AA	LL 3-H PUNCH	Loose Leaf 3-Hole Punch (round) LTR-B1	\$	15.00		1.25		16.25
0259C002AA	LL 5-H PUNCH	Loose Leaf 5-Hole Punch (round) LTR-B1	\$	15.00		1.25		16.25
0259C003AA	V-BLIND 11-H	Velo Bind 11-Hole Punch (round) LTR-B1	\$	15.00		1.25		16.25
02000001111	. CENTE II II	ONLY A SAMPLE OF PUNCH OFFERINGS	*	13,00	\$	1.20	\$	10.25
4078V262	DIEPF 75-120	Perforation Die 75-120 GSM	\$	41.00		3.42		44.42
4078V263	DIEPF120-300	Perforation Die 120-300 GSM	\$	41.00		3.42		44.42
0259C016AA	44 HLPNCH B1	High Durability Color Coil 44-Hole Punch (round) LTR-B1	\$	50.00		4.18		54.18
0259C017AA	3 HL PNCH B1	High Durability Loose Leaf 3-Hole Punch (round) LTR-B1	\$	17.00		1.42		18.42
0259C018AA	19 HLPNCH B1	High Durability Plastic Comb 19-Hole Punch (rect) LTR-B1	\$	54.00		4.51		58.51
5225C001AA	BKLET TRM G1	Booklet Trimmer-G1	\$	154.00		12.86		166.86
5226C004AA	2KNFTRMCV ST	2-Knife Trimmer And Conveyor Set	\$	641.00				694.52
1398C008AA	DEC D1SET	Decurler Set Item	\$	30.00		7.52		97.52
6079B002AA	COPY C1	Copy Control Device-C1	\$	3.00		0.25		3.25
6082B001AA	REMOVABLE HD	Removable HD Kit-C1	\$	4.00		0.23		4.33
3806V864	CONSTAP C1	CONVENIENCE STAPLER-C1	\$	5.00		0.42		5.42
3057V761	BLM35 BK MKR	Plockmatic BLM35 Booklet Maker		276.00				299.05
3057V762	BLM50 UPG KT	BLM50 Upgrade Kit		230.00		19.21		249.21
3057V765	CF50 CFD MOD	CF50 Cover Feeder Module	\$	72.00		6.01		78.01
3057V763	FTR50 TRM MD	FTR50 Trimmer Module	\$	175.00		14.61	_	189.61
3057V764	BF50 BFD MOD	BF50 Book (Square) Fold Module	_	176,00		14.70		190.70
3057V767	BST4000-1BT	BST4000-1Belt Stacker Module	\$	82.00	_	6.85		88.85
3263V632	RTM3550ROTA	SDD Rotator RTM3550		303.00				328.30
7168B002BA	DFD KIT-A1	DFD Interface Kit-A1	\$	12.00		1.00		13.00
7168B016BA	DFD KT 860B1	DFD PATH-B1(H=860)	\$	12.00		1.00		13.00
5873B001AA	MULTIC1	Multiple Queue-C1	\$	14.00		1.17		15.17
5874B001AA	STREAMING-C1	Streaming-C1	\$	44.00		3.67		47.67
5878B001AA	E-SHREDDI-C1	E-shredding-C1	\$	17.00		1.42		18.42
5876B001AA	DP LINK-C1	DP Link-C1	\$	46.00		3.84		49.84
5880B001AA	KDK LINK-C1	KDK Link-C1	\$	46.00		3.84		49.84
22302001111	I SELVERN OF	Transfer of	Ι Φ	40.00	Ι Φ	3.04	Φ.	43.04

Exhibit B

1	l
2	
3	
4	
5	
6	
7	
8	
9	l
10	l
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	

27

28

Item Number	OPTIONA Description	LACCESSORIES FOR IMAGEPRESS V700 Accessory	Month	ly Payment	e.	iles Tax	Total	l Payment
)	2420101011	NACC 33011	PROPERTY	угаушен	- 50	nes rax	1010	troyment
1228C001AA	LGSHT TRY B1	Long Sheet Feeding and Catch Tray-B1	S	26.00	\$	2.17	S	28.17
3097C001AA	LNG SHT TRC1	Long Sheet Catch Tray-C1	S	4.00	S	0.33		4.33
5219C001AA	LS CATCH B1	Long Sheet Catch Tray XL-B1	S	25.00	S	2.09		27.09
5214C002AA	MLTDRW PD-E1	Multi-Drawer Paper Deck-E1	S	149.00	S	12.44		161.44
8928B001AA	ENVLP ATC-F1	ENVELOPE ATCHMT-F1	S	2.00	\$	0.17		2.17
8929B001AA	ENVP ATCH-G1	ENVELOPE ATCHMT-G1	5	14.00	5	1.17		15.17
4370C001AA	ENVEL ATC H1	Envelope Attachment-H1 for Multi Drawer Paper Deck-E1	\$	14.00	S	1.17		15.17
8930B001AA	TAB ATTCH F1	TAB ATTACHMENT-F1	\$	2.00	S	0.17		2.17
5228C001AA	SENSINGUT B1	Sensing Unit-B1	\$	421.00	S	35,15	_	456.15
5002C002AA	PWR CBL 120V	Power Cable 120V	\$	1.00	\$	0.08		1.08
5594C002AA	BKLTFN AG1UL	BOOKLET FINISHER-AG1	\$	194.00	\$	16.20		210.20
5224C001AA	PPFLD UNT K1	Paper Folding Unit-K1	\$	177.00	\$	14.78		191.78
5225C001AA	BKLET TRM G1	Booklet Trimmer-G1	\$	170.00	\$	14.20		184 20
5226C004AA	2KNFTRMCV ST	2-Knife Trimmer And Conveyor Set	\$	641 00		53.52		694.52
1142C004AA	DOCINS R1 ST	Document Insertion Unit-R1 Set	\$	73.00		6.10	_	79.10
4056V496	MFPROPUN C-1	Multi Function Professional Puncher-C1	\$	245.00		20.46		265.46
0259C001AA	LL 3-H PUNCH	Loose Leaf 3-Hole Punch (round) LTR-B1	\$	15.00	_	1.25		16.25
0259C002AA	LL 5-H PUNCH	Loose Leaf 5-Hole Punch (round) LTR-B1	\$	15.00	S	1.25	S	16.25
0259C003AA	V-BLIND 11-H	Velo Bind 11-Hole Punch (round) LTR-B1	S	15.00	S	1.25	S	16.25
		ONLY A SAMPLE OF PUNCH OFFERINGS				1.20	_	10.40
0259C016AA	44 HLPNCH B1	High Durability Color Coil 44-Hole Punch (round) LTR-B1	S	50.00	\$	4.18	S	54.18
0259C017AA	3 HL PNCH B1	High Durability Loose Leaf 3-Hole Punch (round) LTR-B1	\$	17.00	S	1.42	S	18.42
0259C018AA	19 HLPNCH B1	High Durability Plastic Comb 19-Hole Punch (rect) LTR-B1	\$	54.00	S	4.51		58.51
0259C019AA	CREASE DIE	Crease Die	S	56 00	S	4.68		60.68
4078V262	DIEPF 75-120	Perforation Die 75-120 GSM	\$	52.00	S	4.34	S	56,34
4078V263	DIEPF120-300	Perforation Die 120-300 GSM	S	52.00	S	4 34	S	56.34
8002A017AA	I1PRO3SPECTR	X-Rite i1Pro 3 Spectrophotometer	5	23.00	S	1.92	S	24.92
3806V864	CON STAP C1	CONVENIENCE STAPLER-C1	S	5.00	S	0.42	S	5.42
1266V426	U.SLIM KBD	USB Keyboard (Cherry)	S	2.00	S	0.17		2.17
5229C001AA	INSPECTUT B1	Inspection Unit-B1	\$	879.00		73.40		952.40
4181C012AA	PS INSPECTIO	Inspection Unit Installation and Training Professional Services	3	685.00		57.20		742 20
6275C002AA	STATELIM SET	STATIC ELIMINATOR-A1 Set	\$	338.00		28 22		366.22

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:					
Name:		Date:			
Job Title:					
(2) Compar	ny/Agency Name and Address:				
(3) Disclose party to)	ure (Please describe the nature of	the self-dea	ling transaction you are a		
(4) Explain Corporation	why this self-dealing transaction in Code § 5233 (a)	s consisten	t with the requirements of		
(5) Authorized Signature					
Signature:		Date:			

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, the Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) Commercial General Liability. Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) Professional Liability. Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made Additional Requirements
- (A) Verification of Coverage. Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

Exhibit D

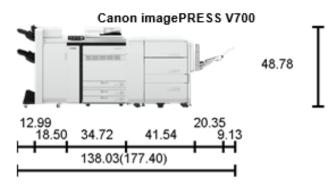
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) County's Entitlement to Greater Coverage. If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

Exhibit D

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) County's Remedy for Contractor's Failure to Maintain. If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) Subcontractors. The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Equipment Details





Product Description

Space And Power Requirements

	Net or	omponer	nt size	Tra	y-open	size	Size 1	lor instal	lation	Weight	Additional	
Product name	W	D	н	W	D	н	W	D	н		Power	Plug Image
	inch	inch	inch	inch	inch	inch	inch	inch	inch	<u>u</u>	Supply	
Canon imagePRESS V700	34.72	34.33	40.94	34.72			74.09	108.6 6	40.94	572.00	200-240V/ 20A/NEM A6-20	(
imagePRESS V900 Series Main Engine											0	
Staple Finisher-AG1	31.50	31.18	48.78	35.04	31.18	48.78	31.50	60.00	48.78	286.00	120V/15A/ NEMA5-1 5	\odot
Color Image Reader-P1 Set	25.71	23.35	8.62	25.71			25.71	23.35	8.62	50.60	n	
Multi Drawer Paper Deck-E1	37.99	31.50	42.52	37.99			37.99	31.50	42.52	391.60	110-127 V/7.0 A/NEMA 5-15	\odot
Paper Deck Connection Kit-B1	1.57			1.57			1.57			83.60	n	
Stack Bypass-D1	13.31			18.03			13.31			-	n	
Stack Bypass Alignment Tray-D1	20.35			20.35		-	20.35			-	n	
Long Sheet Feeding and Catch Tray-B1	29.49			29.49			29.49			-	n	
Puncher Unit-BS1(2/3H)										6.60	n	
IPR SERVER P400 & Control Panel Set											120V/15A/ NEMA5-1 5	\odot
Total	138.0 3	34.33	48.78	138.0 3	31.18	48.78						

The dimensions shown for each accessory are its net size. The total dimensions shown include spacing and accessory overlap.

imagePRESS V900/V800/V700

Specifications

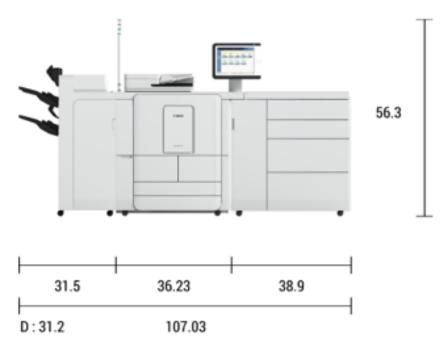
* Optional.

		imagePRESS V900	imagePRESS V800	imagePRESS V700			
Print Speed	Letter	Up to 90 ipm	Up to 81 ipm	Up to 71 ipm			
(Simplex/Duplex)	11" x 17"	Up to 45 ipm Up to 40 ipm		Up to 35 ipm			
	12" x 18"	Up to 42 ipm	Up to 40 ipm	Up to 35 ipm			
	13" x 19"	Up to 40 ipm	Up to 38 ipm	Up to 33 ipm			
	13" x 30"	Up to 23 ipm	Up to 22 ipm	Up to 19 ipm			
Scan Speed* (Letter, 300 dpi)			Up to 270 ipm				
Print Resolution	Maximum	2400 x 2400 dpi					
Paper	Standard	Up to 1,650 Sheets					
Capacity	Maximum	Up to 10,400 Sheets					
Paper Size	Standard	3.9" x 5.8" to 13" x 19.2"					
	Optional	5	5" x 7.2" to 13" x 51	.2"			
Paper Weight	Standard	14 lb. Bond to 110 lb. Cover					
	Optional	14 II	b. Bond to 130 lb. C	Cover			
Automatic	Standard	3.	9" x 5. 8 " to 13" x 19	.2"			
Duplexing	Optional	5.5" x 7.2" to 13" x 30"					
Envelopes		#10 Business, Monarch, 6" x 9", 9" x 12", 10" x 13", DL, ISO-C5					
Print Servers		PRISMAsync Print Server imagePRESS Server N500 imagePRESS Server P400 imagePRESS Printer Board					

As an ENERGY STAR® Partner, Canon U.S.A., Inc. qualified these models as meeting the ENERGY STAR® energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR are registered U.S. marks. Canon, imagePRESS, and the GENUINE logo are consistent fundaments of Canon Inc. in the light of States and more also be presisted transfer.



VarioPRINT 130 QUARTZ - SPACE AND POWER DETAIL



INCLUDED SYSTEM COMPONENTS

Product item code	Product name	Power Supply	Plug Image
8116B179	varioPRINT series QUARTZ Main Engine Base Model Set (MFP Model)	208-240V/20A/NEMA 6-20	
8539B079	varioPRINT 130 QUARTZ with Print Operator Care		
8117B025	POC Kit-B1	OC Kit-B1 -	
5593C002	Staple Finisher-AG1	120V/15A/NEMA 5-15	
5738B002	Puncher Unit-BS1	From the finisher	
8117B114	External Paper Input Module- E1 Set	120V/15A/NEMA 5-15	
8117B044	Operator Attention Light-D1		
5868B001	DocBox-C1		
5870B001	Color scan to file/e-mail-C1		

varioPRINT 140 SERIES QUARTZ

Specifications

		varioPRINT 140	varioPRINT 130	varioPRINT 115			
Print Speed	Letter	Up to 140 ipm	Up to 130 ipm	Up to 115 ipm			
(Duplex)	11" x 17"	Up to 73 ipm	Up to 68 ipm	Up to 60 ipm			
Monthly Duty Cycle		Up to 2.3 Million	Up to 2.1 Million	Up to 1.8 Million			
Print	dpi		600 x 2400				
Resolution	lpi		200				
Paper	Standard	Up to 4,000 Sheets					
Capacity ¹¹	Maximum ¹²	Up to 12,000 Sheets					
Paper Size ¹³	Standard	5.5" x 7.17" to 12.6" x 19.2"					
Paper Weight ¹³	Standard	13 lb. Bond to 110 lb. Cover					

OPTIONS

Feeding Options

- · Bulk Tray Small Format-A1
- External Paper Input Module-E1
- · Duo Paper Tray-C1
- Form Assist Module II
- · Document Insertion Unit-R1

Finishing Options

- Staple Finisher-AG1
- Booklet Finisher-AG1
- Puncher Unit-BS1
- · High Capacity Stacker-J1
- · DFD Adapter and Finisher Bridge-A2
- PowerLift-A1

- · Paper Folding Unit-K1
- Multi Function Professional Puncher-C1
- · Booklet Trimmer-G1
- · Two-Knife Booklet Trimmer-B1
- Output Tray
- Decurler-D1
- · SDD Square Fold Booklet-Maker
- · SDD Square Fold Booklet-Maker with Two-Knife Trimmer
- Plockmatic BLM50/35 Booklet-Maker
- GBC eWire Pro

Print Server

· PRISMAsync Print Server







Canon





As an ENERGY STAR® Partner, Canon U.S.A., Inc. qualified these models as meeting the ENERGY

¹¹ Capacity based on 20 lb. Bond.

¹² Maximum capacity is for Letter-sized sheets with ePIM and Duo Tray option in trays 3 and 4.

¹³ See Customer Expectations Document and Approved Media List for detailed media specifications and supported media detail.

Quantity (1) imagePRESS V700 (as configured below)

ImagePRESS V700 PRICING CONFIGURATION

ltem #	Model Name	Item Description
5765C002AA	IPR V900 ME	imagePRESS V900 Series Main Engine
5772C003AA	IPRV700 LIC	imagePRESS V700 Speed License
5788C004AA	IPSVR P400ST	iPR Server P400 & Control Panel Set
3077B130AA	CPSV4X SW 1Y	Fiery Color Profiler Suite
5606C002AA	CLRIMG P1 ST	Color Image Reader-P1 Set
5217C001AA	STACK BPS D1	Stack Bypass D1
3243C001AA	STACK BYP D1	Stack Bypass Tray-D1
5215C001AA	PDPATH KITB1	Paper Deck Path KIT-B1
5593C002AA	STPLFN AG1UL	STAPLE FINISHER-AG1
5738B002AA	PNCH UNT-BS1	PUNCHER UNIT-BS1(2/3H)
5261C001AA	OPEATTNLGTA1	Operator Attention Light-A1

Quantity (3) varioPRINT 130 QUARTZ (as configured below)

VarioPRINT 130 QUARTZ CONFIGURATION

Item #	Model Name	Item Description
8116B179AA	VPDP SET MFP	varioPRINT140 Series QUARTZ Base Engine
8539B079AA	VPDP130 LIC	varioPRINT 130 Base Speed License Set with POC
8117B114AA	EPIM E1 SET	External Paper Input Module-E1 Set
5593C002AA	STPLFN AG1UL	STAPLE FINISHER-AG1
5868B001AA	DOCBOX-C1	DocBox-C1
5870B001AA	COL SCAN	Color scan to file/e-mail-C1
8117B044BA	ATTN LGHT D1	Operator Attention Light-D1