

## **CITY OF UPLAND AGREEMENT FOR GENERAL SERVICES**

### **1. PARTIES AND DATE**

This Agreement for Managed Print Services (“Agreement”) 12th day of August, 2024 by and between the City of Upland, a municipal corporation organized under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 (“City”) and Sharp Electronics Corporation, through its Sharp Business Systems division, a New York Corporation with its principal place of business at 100 Paragon Drive, Montvale, New Jersey 07645 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

### **2. RECITALS**

#### **2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain Managed Print services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Managed services to public clients, is licensed in the State of California, and is familiar with the plans of City.

#### **2.2 Project.**

City desires to engage Contractor to render such services for the Printing Services project (“Project”) as set forth in this Agreement.

### **3. TERMS**

#### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 22, 2024 to July 21, 2027 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

#### **3.2 Compensation.**

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$375,000 without written approval of City Manager.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. The City Manager may approve Extra Work up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$50,000.00). In no event shall the total sum of the agreement (basic compensation and Extra Work) exceed fifty thousand dollars (\$50,000.00). Any Extra Work in excess of this amount shall be approved by the City Council. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

### **3.3 Responsibilities of Contractor.**

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents 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 pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance

(a) PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits..

### 3.3.2 Schedule of Services/Time for Performance.

(a) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(b) Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

(c) Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to

perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Christopher Hart.

3.3.5 City's Representative. City hereby designates Richard Jeganathan, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.3.6 Contractor's Representative. Contractor hereby designates Christopher Hart, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all direct damages provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold

City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any third-party claim or direct damages arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.3.10 Insurance.

(a) Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause. The City will provide a ten (10) cure period following written notice in the event of failure to provide and maintain all required insurance.

(b) Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement. Sharp will provide insurance coverage for the general liability policy via a combination of general and excess coverages.

(2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(c) Insurance Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(1) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured

Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(3) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.

(d) Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(e) Waiver of Subrogation. All required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees and agents or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications 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 and insurance clauses from each of its subcontractors.

(f) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. 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 and not replaced immediately so as to avoid a lapse in the required coverage, 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.

(h) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(i) Enforcement of Agreement Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

(j) Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

(k) Additional Insurance Provisions

(1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(2) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(3) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit the Contractor's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(4) Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

(l) Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, and agents as additional insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement

shall be endorsed to name the City, its officials, officers, employees and agents as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

3.3.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.4.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be

Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any third party claim or direct damages and liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor caused by the Contractor.

3.4.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Termination of Agreement.**

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.6 Indemnification.**

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees and agents free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner caused by any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, or the actions of Contractor regarding the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782,

Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City. Contractor is not responsible for and will not indemnify the Vendor for any indirect damages to include lost revenues, lost profits, incidental, special, punitive or consequential damages.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees and agents. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees and agents.

### **3.7 General Provisions.**

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. 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 under this Agreement.

#### **3.7.2 Independent Contractors and Subcontracting.**

(a) Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

(b) Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Sharp Electronics Corporation  
100 Paragon Drive  
Montvale, New Jersey 07645  
Attn: Legal Department

**City:**

City of Upland  
460 N. Euclid Avenue  
Upland, CA 91786  
Attn: Information Technology Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.7.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.7.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.7.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.11 Assignment or Transfer. Contractor shall have the right to assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City..

3.7.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees and agents except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.18 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, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.7.19 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

**SIGNATURE PAGE FOR AGREEMENT FOR GENERAL SERVICES  
BETWEEN THE CITY OF UPLAND AND  
SHARP ELECTRONICS CORPORATION, THROUGH ITS SHARP BUSINESS SYSTEMS  
DIVISION**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF UPLAND**

**SHARP ELECTRONICS CORPORATION,  
THROUGH ITS SHARP BUSINESS  
SYSTEMS DIVISION**

*Approved By:*

DocuSigned by:  
*Stephen Parker*

\_\_\_\_\_  
Stephen Parker for Michael Blay  
City Manager

**[If Corporation, TWO SIGNATURES,  
President OR Vice President AND  
Secretary OR Treasurer REQUIRED]**

*Attested By:*

DocuSigned by:  
*Keri Johnson*

\_\_\_\_\_  
Keri Johnson  
City Clerk

DocuSigned by:  
*Moonsun Park*

By: \_\_\_\_\_  
Its: CFO

Printed Name: Moonsun Park

*Approved as to Form:*

Signed by:  
*Stephen Deutsch*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

Signed by:  
*Kevin A. Fox*

By: \_\_\_\_\_  
Its: Vice-President & Corporate Secretary

Printed Name: Kevin A. Fox

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

Sharp Inc. will be responsible for supplying printing and copying equipment across all designated city facilities. Sharp will conduct an initial site assessment, deliver and set up machines, and provide training to city staff on proper usage and troubleshooting. Additionally, the company will offer ongoing maintenance services. Sharp ensures minimal downtime through technical support and repair services to guarantee the City equipment remains fully operational.

## **EXHIBIT "B"**

### **SCHEDULE OF SERVICES**

- Site walk-through to verify power outlets, space for the new copiers, current units, etc.
- 5-day testing period with trial machine.
- 3-4 day city-wide printer installation. During the install training will be provided with additional training the week after the installation. Training support is ongoing with Sharp.

## EXHIBIT "C" COMPENSATION

### Upland Fleet Model Pricing

**SBS MFP Configuration and Pricing**

Recommendation based on Desired speeds

City of Upland RFP for Managed Print Services

The models chosen are based on what the City has designated as Desired Replacement Engines. There are many more Sharp models of various speeds and sizes. We can provide additional options if we feel there are better fits based on the final assessment. The CPC service rates quote below are inclusive of all parts, consumables, and labor. There are no hidden fees or hourly wages in our proposal. This Pricing Sheet includes a Desktop model (MX-C303WH) that lines up to a blank entry under "Desired Replacement Engine".

Address	Location	Model	Total	B/W	Color	Estimated BW AMV based on 34 months	Estimated Color AMV based on 34 months	Finisher	Desired Replacement Engine	Desired Replacement Finisher	SBS Model	SBS Included paper savetta	OCR	SBS Included Accessories	SBS Device 36 (Month Lease price)	SBS Fee Option cost (36 Month Lease)
1275 E SAN BERNARDINO	ANIMAL SHELTER	BIZHUB C458	803933	215401	588532	6,335	17,310	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
1370 N BENSON	PUBLIC WORKS BACK ROOM	BIZHUB C458	586897	277426	309471	8,160	9,102	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
1370 N BENSON	PUBLIC WORKS/VLBT	BIZHUB C454E COPIER/PRINTER	278504	204409	74095	6,012	2,179	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
1370 N BENSON	PUBLIC WORKS/Front DESK	BIZHUB C458	438836	206794	232052	6,082	6,825	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
1499 W 13TH ST	DETECTIVE BUREAU	BIZHUB C454E COPIER/PRINTER	47772	21292	26480	626	779	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
1499 W 13TH ST	POLICE DEPT DISPATCH	BIZHUB C3851FS COPIER/PRINTER	177311	152744	24567	4,492	723	Desktop Color		Internal Staple	MX-C303WH	2 (desktop configuration)	Yes	Internal Staple	\$ 72.59	Included
1499 W 13TH ST	POLICE REPORT WRITING ROOM	BIZHUB C458	492182	235395	256797	6,923	7,553	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
1499 W 13TH ST	RECORDS DIV/POLICE DEPT	BIZHUB C754E FINITE/COPR	2105495	548122	561670	16,121	16,520	Booklet	75-85ppm Color	Three hole punch, staple, non-booklet	MX-8081	4	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 281.89	\$ 10.06
1499 W 13TH ST	UPSTAIRS COPY ROOM	BIZHUB C458	263557	144387	119268	4,247	3,508	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
1499 W 13TH ST	WATCH COMMAND OFFICE	BIZHUB C351	36402	20485	15917	603	468	Desktop Color		Internal Staple	MX-C303WH	2 (desktop configuration)	Yes	Internal Staple	\$ 72.59	Included
250 N 3RD AVENUE	SENIOR CENTER FRNT DESK	BIZHUB C458	691331	151528	539803	4,457	15,877	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
450 N EUCLID AVE	LIBRARY ADMIN	BIZHUB C458	291866	96278	195588	2,832	5,753	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
450 N EUCLID AVE	LIBRARY LITERACY	BIZHUB C454E COPIER/PRINTER	386502	133557	251145	3,981	7,387	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
450 N EUCLID AVE	LIBRARY REFERENCE	BIZHUB C3851FS COPIER/PRINTER	40725	20025	20700	589	609			Internal Staple	MX-C303WH	2 (desktop configuration)	Yes	Internal Staple	\$ 72.59	Included
450 N EUCLID AVE	LIBRARY TS/EMPLOYEE AREA	BIZHUB C454E COPIER/PRINTER	510241	302713	207528	8,903	6,104	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
460 N EUCLID AVE	CITY HALL - CITY MANAGER	BIZHUB C3851FS COPIER/PRINTER	117360	54132	63208	1,592	1,859	Desktop Color		Internal Staple	MX-C303WH	2 (desktop configuration)	Yes	Internal Staple	\$ 72.59	Included
460 N EUCLID AVE	CITY HALL - FINANCE DIVISION	BIZHUB C454E COPIER/PRINTER	436322	332918	103404	9,752	3,041	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
460 N EUCLID AVE	CITY HALL - FINANCE DIVISION	BIZHUB C454E COPIER/PRINTER	947896	657497	290399	19,338	8,541	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
460 N EUCLID AVE	CITY HALL - FINANCE DIVISION	BIZHUB C3851FS COPIER/PRINTER	258397	163323	95074	4,904	2,796	Desktop Color		Internal Staple	MX-C303WH	2 (desktop configuration)	Yes	Internal Staple	\$ 72.59	Included
460 N EUCLID AVE	CITY HALL - CITY CLERK	BIZHUB C458	547973	386371	161602	11,364	4,753	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
460 N EUCLID AVE	CITY HALL COPY RM	BIZHUB B08 MONOCHROME MFP - B0 PPM	696435	696435	N/A	20,483		Booklet	65-85ppm Color	Three hole punch, staple, non-booklet	BP-50C65	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 193.24	\$ 10.06
460 N EUCLID AVE	DEVELOPMENT SERVICES	BIZHUB C454E COPIER/PRINTER	674666	458997	215669	13,500	6,343	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
460 N EUCLID AVE	DEVELOPMENT SERVICES	BIZHUB C458	630254	317956	312298	9,352	9,185	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
460 N EUCLID AVE	DEVELOPMENT SERVICES	BIZHUB C458	797124	399831	397293	11,760	11,685	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
460 N EUCLID AVE	HR DEPT	BIZHUB C458	582921	319845	263076	9,407	7,738	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
651 W 15TH ST	RECREATION DIVISION	BIZHUB C458	150699	84517	66156	2,486	1,946	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	3	Yes	Three hole punch, stapling finisher (non-booklet)	\$ 146.39	\$ 10.57
<b>Total</b>						<b>194,340</b>	<b>156,582</b>								<b>\$ 3,619.49</b>	

## EXHIBIT "C"

### COMPENSATION

#### Maintenance Per Image Rate

**SBS MFP Configuration and Pricing City of Upland RFP for Managed Print Services**

The CPC service rates are inclusive of all parts, consumables, and labor. There are no hidden fees or hourly wages in our proposal.

Address	Location	Model	Total	B/W	Color	Estimated B/W AM based	Estimated Color AMY	Finisher	Desired Replacement Engine	Desired Replacement Finisher	SBS Model	SBS B/W Maintenance Per Image	SBS Color Maintenance Per Image Rate
1275 E SAN BERNARDINO	ANIMAL SHELTER	BIZHUB C458	803933	215401	588532	6,335	17,310	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
1370 N BENSON	PUBLIC WORKS BACK ROOM	BIZHUB C458	586897	277426	309471	8,160	9,102	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
1370 N BENSON	PUBLIC WORKS/FLEET	BIZHUB C454E COPIER/PRINTER	278504	204409	74095	6,012	2,179	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
1370 N BENSON	PUBLIC WORKS/FRONT DESK	BIZHUB C458	438836	206784	232052	6,082	6,825	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
1499 W 13TH ST	DETECTIVE BUREAU	BIZHUB C454E COPIER/PRINTER	47772	21292	26480	626	779	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
1499 W 13TH ST	POLICE DEPT DISPATCH	BIZHUB C385F5S COPIER/PRINTER	177311	152744	24567	4,492	723		Desktop Color	Internal Staple	MX-C303WH	\$ 0.0033	\$ 0.033
1499 W 13TH ST	POLICE REPORT WRITING ROOM	BIZHUB C458	492182	235395	256787	6,923	7,553	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
1499 W 13TH ST	RECORDS DIV/POLICE DEPT	BIZHUB C754E PRINTER/COPIER	2105495	548122	561670	16,121	16,520	Booklet	75-85ppm Color	Three hole punch, staple, non-booklet	MX-8081	\$ 0.0033	\$ 0.033
1499 W 13TH ST	UPSTAIRS COPY ROOM	BIZHUB C458	263857	144387	119268	4,247	3,508	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
1499 W 13TH ST	WATCH COMMAND	BIZHUB C3351	36402	20485	15917	603	468		Desktop Color	Internal Staple	MX-C303WH	\$ 0.0033	\$ 0.033
250 N 3RD AVENUE	SENIOR CENTER FRNT DESK	BIZHUB C458	691331	151528	539803	4,457	15,877	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
450 N EUCLID AVE	LIBRARY ADMIN	BIZHUB C458	291866	96278	195588	2,832	5,753	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
450 N EUCLID AVE	LIBRARY LITERACY	BIZHUB C454E COPIER/PRINTER	386502	135357	251145	3,981	7,397	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
450 N EUCLID AVE	LIBRARY REFERENCE	BIZHUB C385F5S COPIER/PRINTER	40725	20025	20700	593	603			Internal Staple	MX-C303WH	\$ 0.0033	\$ 0.033
450 N EUCLID AVE	LIBRARY TSI/EMPLOYEE AREA	BIZHUB C454E COPIER/PRINTER	510241	302713	207528	8,903	6,104	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
460 N EUCLID AVE	CITY HALL - CITY MANAGER	BIZHUB C385F5S COPIER/PRINTER	117360	54132	63208	1,592	1,859		Desktop Color	Internal Staple	MX-C303WH	\$ 0.0033	\$ 0.033
460 N EUCLID AVE	CITY HALL - FINANCE DIVISION	BIZHUB C454E COPIER/PRINTER	436322	332918	103404	9,792	3,041	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
460 N EUCLID AVE	CITY HALL - FINANCE DIVISION	BIZHUB C454E COPIER/PRINTER	947996	657497	290399	19,338	8,541	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
460 N EUCLID AVE	CITY HALL - FINANCE DIVISION	BIZHUB C385F5S COPIER/PRINTER	258397	163323	95074	4,804	2,796		Desktop Color	Internal Staple	MX-C303WH	\$ 0.0033	\$ 0.033
460 N EUCLID AVE	CITY HALL - CITY CLERK	BIZHUB C458	547973	386371	161602	11,364	4,753	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
460 N EUCLID AVE	CITY HALL COPY RM	BIZHUB 808 - MONOCHROME MFP - 80 PPM	696435	696435	N/A	20,483		Booklet	65-85ppm Color	Three hole punch, staple, non-booklet	BP-50C65	\$ 0.0033	\$ 0.033
460 N EUCLID AVE	DEVELOPMENT SERVICES	BIZHUB C454E COPIER/PRINTER	674666	458997	215669	13,500	6,343	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
460 N EUCLID AVE	DEVELOPMENT SERVICES	BIZHUB C458	630254	317956	312298	9,352	3,185	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
460 N EUCLID AVE	DEVELOPMENT SERVICES	BIZHUB C458	797124	399831	397293	11,760	11,685	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
460 N EUCLID AVE	HR DEPT	BIZHUB C458	682921	319845	263076	9,407	7,738	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
651 W 15TH ST	RECREATION DIVISION	BIZHUB C458	150699	84517	66156	2,486	1,946	Booklet	45ppm Color	Three hole punch, staple, non-booklet	BP-50C45	\$ 0.0033	\$ 0.033
<b>Total</b>						<b>194,240</b>	<b>158,582</b>						

