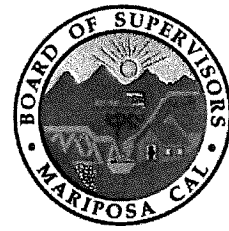


MARIPOSA COUNTY

Planning • 209-966-5151



RESOLUTION - ACTION REQUESTED 2016-389

MEETING: July 19, 2016

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Print Services Agreement for Large Format Plotter

RECOMMENDATION AND JUSTIFICATION:

Approve a Four-Year Agreement with ARC Document Solutions to Provide Large Format Print Services for the Planning Department; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The current department plotter is outdated and is no longer supported by the computer system. Repair parts for the existing unit need to be purchased through a third party supplier as the manufacturer no longer produces parts.

Having a four-year print services agreement will allow the Planning Department to have access to new technology at a low monthly cost without having to purchase equipment that becomes quickly outdated. Maintenance costs are the responsibility of the vendor. The new plotter also has a large format scanner which will enable the department to scan large prints, so that items can be archived digitally. The printer will be primarily used by the GIS personnel in the Planning Department.

Annual expenses will be approximately \$2,388 plus \$0.15 per square foot of printed material. The Planning Department has funds allocated for this expense in current and future budgets.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Agreements that are longer than one year require Board approval. The Board has approved similar agreements for copy machine services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not signing the agreement would mean that the Planning Department would not be able to produce large format maps which is an important component of the GIS and planning program for the County.

FINANCIAL IMPACT:

FY 2016-2017 funds for the Agreement have been included in the requested Planning Budget.

ATTACHMENTS:

160706 revised ARC MPS Agreement CNTY of Mariposa Planning Dept. (PDF)

Promo Flyer (PDF)

CAO RECOMMENDATION

Requested Action Recommended


Mary Hodson, CAO 6/7/2016

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier

ON-SITE SERVICES AGREEMENT:
**COUNTY OF MARIPOSA,
 PLANNING DEPT.**

This On-Site Services Agreement is by and between:

Company
 ARC Document Solutions (ARC)
 2430 Mariner Square Loop
 Alameda, CA 94501
 (800) 360-2679
 Account Executive: (Robert Bennett)

Client
 County of Mariposa, Planning Dept.
 5100 Bullion Street, 1st Floor
 Mariposa, CA 95338
 (209) 966-5151
 Contact: (Emily Ebba Meriam)

SUMMARY

ARC will provide the Equipment, Software, and Services outlined below. The Term of this Agreement shall be for (48) forty eight months ("Term"), beginning on the date of installation. Thereafter, the term of this Agreement shall be automatically renewed for additional twelve (12) month periods unless otherwise terminated by either party.

| QUANTITY | EQUIPMENT & SOFTWARE | INCLUDED |
|----------|----------------------------|--|
| 1 | HP T2530 MFP Color Plotter | 36-inch Thermal Inkjet Plotter, Two Automatic Front-Loading Roll Feeds, Smart Roll Switching, Sheet Feed, Integrated Output Stacker, Media Bin, Automatic Cutter, Scanner, Adobe PostScript, Touchscreen, Ethernet, 128GB Memory, 320GB Hard Disk Drive. |
| 1 | Abacus PCR Software | Device Management Only |

| RATES | PRICE | INCLUDED |
|-------------------------------------|------------------|--|
| Monthly Base Charge / Promo Pricing | \$ 199 /month | |
| Large Format Plots | \$ 0.15 /sq ft | Maintenance, Ink, 20lb Bond Roll |
| | \$125 / Flat fee | Delivery, Installation, Network and Training |

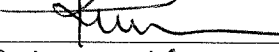
NOTE: No Monthly Minimum
 ARC to dispose of the clients HP Designjet 750C at no cost.
 Terms and Conditions as noted on the attached promotional flyer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written below.

"County of Mariposa, Planning Dept." a Political subdivision of the State of California.

By: 
 Name: John Carrier
 Title: Board Chair
 Date: 7-20-16

"ARC" [AMERICAN REPROGRAPHICS COMPANY, L.L.C.], a California limited liability company

By: 
 Name: Tyler Kurunera
 Title: VP
 Date: 07-06-16

TERMS AND CONDITIONS

1. **SERVICE LEVEL:** During the Term, ARC shall provide onsite service and/or remote service (when access is allowed by County of Mariposa, Planning Dept.) during normal business hours ("Services"). Diagnosis will be performed within a 4-8 hour time-frame and resolution, when feasible within 48 hours.
 2. **RATES:** ARC will provide the Services, Equipment, and Software listed above at the specified rates. ARC reserves the right to adjust rates due to price increases from our suppliers or changes in volume.
 3. **ONGOING SUPPORT, INSTALLATION, RELOCATIONS & REINSTALLATIONS:** ARC and County of Mariposa, Planning Dept. agree to meet as needed to discuss service, volumes, and/or new technologies. County of Mariposa, Planning Dept. agrees the Equipment shall not be relocated without the prior written approval of ARC. Relocation and software re-installation fees will be assessed at the time of the request at \$150.00 per hour. County of Mariposa, Planning Dept. agrees not to allow any sub-tenants with additional networks to use or access ARC Equipment without the prior approval of ARC.
 4. **BILLING:** Billing will be provided by ARC once per month based on meter. Any meter/tracking data difference will be charged/credited to County of Mariposa, Planning Dept.'s overhead account. If required, third-party invoices will be provided to County of Mariposa, Planning Dept. at reimbursable rates. Payment due from County of Mariposa, Planning Dept. will be provided on monthly statement. Special billing reports and requirements beyond ARC's standard billing statement, project invoices and data backup are available upon request for an additional fee.
 5. **PAYMENT:** ARC's monthly payment terms are Net 30. Payment will be due and payable within thirty (30) calendar days of the date of each invoice at the address listed on the invoice. If County of Mariposa, Planning Dept.'s payment is not received within ten (10) days after notice of delinquency, ARC may elect to terminate this Agreement effective immediately upon written notice and will take possession of all Equipment and Software listed above. In the event of termination for non-payment, County of Mariposa, Planning Dept. will pay ARC an amount equal to double the outstanding balance. Without written pre-authorization, payments from County of Mariposa, Planning Dept. are expected in company check, a bank transfer or via a debit card. No payments via credit card, PayPal, Western Union or any other method that doesn't provide 100% payment of the invoice value shall be accepted. In addition to the above-noted sums, County of Mariposa, Planning Dept. shall be responsible to pay all applicable sales and use taxes for the Equipment, software, consumables and Services provided under the Agreement.
 6. **TERMINATION & OWNERSHIP:** Client may terminate this Agreement prior to the expiration of the Term, without cause, upon ninety (90) days prior written notice to ARC. Similarly, ARC may elect, without cause to terminate this Agreement upon ninety (90) days prior written notice and take immediate possession of the Equipment and Software. During the Term of this Agreement the Equipment and Software shall remain the sole property of ARC.
 7. **INSURANCE AGAINST DAMAGE TO PROVIDED EQUIPMENT:** County of Mariposa, Planning Dept., at its own expense, shall obtain and maintain in full force and effect, without interruption during the Term of the Agreement, insurance for the Equipment for its full replacement value against all types of loss or casualty, including theft, fire, flood and earthquake coverage, and County of Mariposa, Planning Dept. shall be responsible for any repair or replacement of the Equipment during the Term made necessary by County of Mariposa, Planning Dept.'s act or omission, or by any misuse or abuse of the Equipment.
 8. **CONFIDENTIAL INFORMATION AND DISCLOSURE:** N/A
 9. **INDEMNIFICATION:** The parties hereby agree to indemnify and hold each other, their parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all third party claims, actions, losses, judgments, or expenses, including reasonable attorneys' fees, arising from or in any way connected with the Services performed and the Equipment and Software provided during the term of this Agreement. ARC is not responsible for any negligent acts or omissions of County of Mariposa, Planning Dept. under this Agreement, including County of Mariposa, Planning Dept.'s breach of its obligations under this Agreement. County of Mariposa is not responsible for any negligent act or omissions of ARC under this agreement, including ARC's breach of its obligations under this agreement.
 10. **DISPUTE AND GOVERNING LAW:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator. Such judgment may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees. Except as otherwise specifically stated, this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule.
 11. **WAIVER OF BREACH:** No waiver of any provision of this Agreement shall be effective unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced.
 12. **ACCEPTANCE:** This Agreement constitutes the entire agreement between ARC and County of Mariposa, Planning Dept. and supersedes all prior oral or written agreements, and any and all representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof. County of Mariposa, Planning Dept. acknowledges that County of Mariposa, Planning Dept. has read, understands and accepts the entire contents of this Agreement.
- **Certified equipment is not reserved until signed agreement is received.