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COUNTY of EL DORADO

Procurement & Contracts

BLANKET PURCHASE ORDER

PURCHASE ORDER NO.

BP20160710

DATE	REQUISITION NO.	TYPE	BLANKET PO#	PAGE	DELIVERY DATE	EXPIRATION DATE	THIS NUMBER MUST BE ON ALL INVOICES, PACKING LISTS, AND RELATED PAPER WORK.
05/27/16		BP		01		06/30/21	

VENDOR

XEROX CORPORATION
P O BOX 827598
PHILADELPHIA

PA 191827598

SHIP TO

THIS IS NOT AN ORDER
SEE SPECIFIC ORDERS
AGAINST BLANKET FOR
SHIP TO ADDRESS

REQUESTOR	F.O.B. POINT	TERMS
RP2	DESTINATION	NET 30

NOTE CONDITIONS ON REVERSE

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
001			986-01 RENTS/LEASES: COPIER, 60-MONTH LEASE FOR THE APPROXIMATE PERIOD 07/01/16 THROUGH 06/30/21. - XEROX D110CP - HIGH CAPACITY FEEDER D4 STAPLER FINISHER 2-3 HOLE/STAPLE SERIAL # - PRICING & ACCESSORIES IN ACCORDANCE WITH QUOTE DATED: 05/27/2016 - LEASE RATE: \$866.61 / MONTH - REPLACING: XEROX 4110EPS SERIAL #YKNO01123 - BOS APPROVAL: 06/28/2016 #PENDING - EXEMPT FROM COMPETITIVE BIDDING: PURCHASING ORDINANCE 3.12.160 C COMPETITIVE BIDDING WOULD PRODUCE NO ECONOMIC BENEFIT TO THE COUNTY. - INSTALL ADDRESS: COUNTY OF EL DORADO INFORMATION TECHNOLOGIES 360 FAIR LANE PLACERVILLE, CA 95667	866.6100	
002			986-05 PER COPY RATE: BLACK CONTINUED, NEXT PAGE	.0039	

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items for the County of El Dorado.

SFX TOTAL INDEX SUB-OBJECT USER CODE

VENDOR COPY

Purchasing Agent
(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00)
R 17217

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RR	DESTINATION	NET 30

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003			COST PER COPY - BLACK & WHITE CONSUMABLE SUPPLIES INCLUDED 900-01 SVCS:FREIGHT; PAID INVOICE TO: COUNTY OF EL DORADO INFORMATION TECHNOLOGIES 360 FAIR LANE PLACERVILLE, CA 95667 CONTRACT ADMINISTRATOR: RICK BLAKE, SENIOR BUYER OR SUCCESSOR CONTRACTOR SHALL COMPLY WITH THE INSURANCE REQUIREMENTS STATED IN EXHIBIT "A" ATTACHED HERETO AND MADE BY REFERENCE A PART HEREOF. CONTRACTOR SHALL NOT BEGIN WORK UNTIL ALL INSURANCE REQUIREMENTS NOTED IN THE AFOREMENTIONED EXHIBIT "A" HAVE BEEN MET. THIS ORDER SHALL BE EFFECTIVE AFTER VENDOR HAS SIGNED BELOW & RETURNED TO THE COUNTY ACKNOWLEDGING ACCEPTANCE OF THE TERMS & CONDITIONS CONTAINED HEREIN & ON THE REVERSE & CONTINUED, NEXT PAGE		

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R 17218

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VENDOR

XEROX CORPORATION
P O BOX 827598
PHILADELPHIA

PA 191827598

SHIP TO

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AGAINST BLANKET FOR
SHIP TO ADDRESS

REQUESTOR	F.O.B. POINT	TERMS
RB	DESTINATION	NET 30

NOTE CONDITIONS ON REVERSE

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
			<p>THAT THE UNDERSIGNED INDIVIDUAL EXECUTING THIS ORDER IS FULLY AUTHORIZED TO DO SO BY LAW OR OTHER APPROPRIATE INSTRUMENT & TO BIND UPON THE OBLIGATIONS SET FORTH HEREIN.</p> <p>X _____ PRINT NAME TITLE</p> <p>X _____ CONTRACTOR/CONSULTANT SIGNATURE</p> <p>X _____ (DATE)</p> <p>BUSINESS LICENSE #038020 RENEWAL DATE: 01/01/2017</p>		
				CONTRACT AMOUNT:	75,000.00

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO:

ARLEEN LOEWEN
(530) 621-7686 EXT 7686

VENDOR NUMBER : 500519

SFX TOTAL INDEX SUB-OBJECT USER CODE
REQUESTING DEPT: INFORMATION TECHNOLOGIES
360 FAIR LANE

PLACERVILLE

CA 95667

VENDOR COPY

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items for the County of El Dorado.

Purchasing Agent
(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00) R 17219

Lease Pricing PROPOSAL



Presented to EL DORADO, COUNTY OF

By Cara Sherman

On 5/27/2016

Negotiated Contract : 072671900

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. D110CP (D110 COPIER/PRINTER)	<ul style="list-style-type: none"> - High Capacity Feeder - Standard Install - D4 Stapler Finisher 2-3 Hole - Convenience Stapler 	Lease Term: 60 months Purchase Option: FMV	- Xerox 4110EPS S/N AKG484042 Trade-In	5/19/2016
2. FFSRVR (FFPS SVR-D95/110/125)	<ul style="list-style-type: none"> - Controller Stand - D110 Cp Serv License - Freeflow VI Compose - Vsel-required On Cp - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox EPSCNTRL S/N YKN001123 Trade-In	5/19/2016

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. D110CP	\$479.27	1: Total	All Prints	\$0.0039	- Consumable Supplies Included for all prints
2. FFSRVR	\$387.34	N/A	N/A	N/A	- Full Service Maintenance Included
Total	\$866.61	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of EL DORADO, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement.

Pricing is subject to credit approval and is valid until 6/26/2016.

For any questions, please contact me at (916)200-6443



072671900

EXHIBIT "A"

GENERAL INSURANCE REQUIREMENTS (September 2012)

Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

STANDARD TERMS AND CONDITIONS

By shipping on this order, the Vendor warrants that they have read and are in compliance with these instructions.

1. Taxes: County is exempt from payment of Federal Excise Tax; Federal tax should not be included in any prices contained herein.

2. Alterations: No alteration in any of the terms, conditions, delivery, price, quantities, specifications or services of this contract will be effective without prior consent of the Purchasing Agent of the County.

3. Failure to Deliver: If Vendor fails to deliver an article or service of the quality or quantity, in the manner or within the time called for by this contract: such article or service may be bought from any source by Purchasing Agent and if a greater price than named in the contract be paid for such article or service, the excess price will be charged to and collected from Vendor or sureties on its bond if bond had been required; or, the County may terminate the contract for default; or, the County may return deliveries already made and receive a refund. For any exception to the delivery date as specified on this Purchase Order, the Vendor shall give prior notification and obtain approval thereto from the Purchasing Agent of the County. Failure or refusal of Vendor to perform any work or service or do any act required under this contract shall constitute a default.

4. Force Majeure: Vendor shall not be liable for any delay or failure to deliver any or all the goods if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God. The County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for the County to receive the goods. When either Vendor or the County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.

5. Proposal, Quotation and Attachments: This contract incorporates by reference on the face of this form, the provisions of any related bid request issued by County, any bid submitted by Vendor, or both. This contract incorporates by reference on the face of this form, the provision of any attachments. Vendor agrees that in the event of conflicting language between this contract and Vendor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the Vendor's terms and conditions attempting to nullify County terms and conditions or to resolve language conflicts in favor of the Vendor's terms and conditions.

6. Warranty:

6.1 Warranty For Goods: Vendor warrants to the County and/or County customers that any and all goods covered by this contract will be new unless otherwise specified and will conform to the drawings, specifications, samples, description and time provisions furnished by the County and will be of first-class material and workmanship and free from defect. In the event of a defect, malfunction or failure of the goods to conform with this warranty, the County shall have the right to require the Vendor to repair or replace the goods without charge within five (5) business days from being notified of the defect. If the Vendor cannot replace the goods and repair either is not commercially practicable or cannot be made within such five (5) business day period, the County shall have the right to require the Vendor to refund the purchase price. Defective goods rejected by the County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by the County for any reason, including, without limitation, the County's acceptance of the goods or the County's failure to notify Vendor thereof. Further, the failure of the County to reasonably specify any defects in rejected goods shall not prevent the County from relying on the defect to establish a breach, even though the Vendor could have cured the defect on proper notification.

6.2 Warranty for Services: Vendor warrants to County that any and all materials and equipment furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the Vendor. In the event the County elects to have said work performed by the Vendor, the Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County; however, in no event shall such period exceed fifteen (15) calendar days. If the Vendor shall fail or refuse to comply with its obligations under this section, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

7. Termination: At any time and without cause, the County shall have the right, at its sole discretion, to terminate this contract by giving seven (7) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.

8. Identification: Purchase Order number must appear on all invoices, packing lists, shipping notices, instruction manuals, and any correspondence. Invoices must be fully itemized and show date, weights, sizes, quantities, discounts, etc. Render separate invoices for each Purchase Order.

9. Cash Discounts: In connection with any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received if the latter date is later than the date of delivery and/or performance. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of the County warrant or check. Payment shall be made within thirty- (30) days following County's receipt of itemized invoices in triplicate. Payment shall be made at the prices stipulated herein for goods or materials delivered or services rendered and accepted less deductions, if any, as herein provided. Payment on partial deliveries or services may be made whenever amounts due so warrant or when requested by the Vendor and approved by the County.

10. Assignment: This contract may not be assigned in whole or in part without the prior written consent of the County.

11. Independent Capacity: In the performance of this Purchase Order, agents and employees of the Vendor shall act in an independent capacity and not as officers, employees or agents of the County.

12. Indemnity: The Vendor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damages to property or any economic or consequential losses, which are claimed to or in any way arise out of, or connected with the Vendor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Vendor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

13. Nondiscrimination: Vendor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.

14. Patent Indemnity: The Vendor agrees to hold the County, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this contract, and agrees to defend, at Vendor's sole expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.

15. Applicable Law and Forum: This contract shall be construed and interpreted according to the substantive law of the State of California excluding the law of conflicts. Any action to enforce the terms of this contract or for the breach thereof shall be brought and tried in the County of El Dorado.

16. Funding: Funds for this Purchase Order are available on a fiscal year basis. Should funds not be available, this Purchase Order shall be cancelled in its entirety.

17. Business License: It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.