



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Shasta Union High School District (SUHSD) Master Enabling Agreement
2. Contractor:	Ray Morgan Company
3. Cooperative Agency Agreement Name and Agreement Number:	Office Equipment and Related Technology and Services – RFP SUHSD R6 - 2019
4. Cooperative Agency Initial Agreement Term:	Start Date: June 10, 2020 End Date: June 10, 2025
5. Cooperative Agency's Agreement-Options to extend:	Five (5) one-year periods after June 10, 2025
6. Cooperative Agency Amended Term:	N/A
7. Cooperative Agency Remaining Options to Renew:	Five (5) one-year options
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: Upon Execution End Date: June 10, 2025
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$269,220 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Office Equipment and Related Technology and Services – RFP SUHSD R6 - 2019 ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from Upon Execution through June 10, 2025, unless terminated earlier by the City, with five (5) one-year options to renew.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for leasing services of equipment to provide imaging, copying, printing, and scanning of a wide variety of City documents available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed (\$269,220) for the purchase of leasing services of equipment to provide imaging, copying, printing, and scanning of a wide variety of City documents. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black, City Manager

RAY MORGAN COMPANY

By: _____

Signature

Greg Martin

Print name

President

Title:

ATTEST:

Eliza R. Garza CMC, City Clerk

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

APPROVED AS TO FORM:

By:

Signature

Deputy City Attorney

Print name

Title:

EXHIBIT A

The COOP's Solicitation, Solicitation Response, fully executed Agreement and exhibits and any associated documents are incorporated herein by reference and will be available on file in Procurement through the duration of the Agreement term.

EXHIBIT B INSURANCE REQUIREMENTS

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit 1: Insurance Requirements for Most Contracts (Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a

waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same

requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

Exhibit C

City of Stockton
A Ray Morgan Company
Canon Proposal
C910 & DP140

Offer Expires **5/31/2021**

A Ray Morgan Proposal *for* **City of Stockton**

Proposal Date: 3/10/2021

Proposal Expiration Date: *Must be ordered and installed by May 31st, 2021*

Canon ImagePress C910

Pricing is based on Shasta

Canon ImagePress C910

Equipment Detail Investment Breakout

Equipment	Qty	Base Price	Shasta Discount	Your Price	Total	60 Mo. Lease
Canon ImagePress C910 Main Engine, 3238C032AA	1	\$38,100	\$18,866	\$19,234	\$19,234	\$330
ImagePress 90 ppm Speed License, 3244C001AA	1	\$35,200	\$22,413	\$12,787	\$12,787	\$220
Duplex ImageReader K1, 3241C002AA	1	\$5,200	\$2,340	\$2,860	\$2,860	\$49
Multi-Drawer Paper Deck, 1136C005AA	1	\$10,320	\$4,644	\$5,676	\$5,676	\$97
PrismaSync Print Server, 3914C025AA	1	\$13,000	\$5,850	\$7,150	\$7,150	\$123
PrismaSync Speed Lic Act, 4007C043AA	1	\$15,000	\$2,250	\$12,750	\$12,750	\$219
Operator Attention Light, 8117B044BA	1	\$950	\$300	\$650	\$650	\$11
Booklet-Finisher W1, 0118C002AA	1	\$16,400	\$7,380	\$9,020	\$9,020	\$155
Puncher Unit BS1, 5738B002AA	1	\$945	\$381	\$564	\$564	\$10
Multi Function Pro Puncher B1, 0258C005AA	1	\$15,000	\$3,000	\$12,000	\$12,000	\$206
High Durability Comb 19 Hole Die, 0259C018AA	1	\$3,000	\$804	\$2,196	\$2,196	\$38
Surge Protectors	3	\$110		\$110	\$329	\$6
Lease Payoffs (<i>Assumes PO by December, last pmnt Jan.</i>)	1	\$28,582		\$28,582	\$28,582	\$491
Delivery/Installation	1	\$0		\$0	\$0	\$0
Professional Services/Training Non-Contract	1	\$2,500		\$2,500	\$2,500	\$43
Subtotal Equipment		\$184,307			\$116,298	\$1,997
2nd Quarter Promotional Discount, <i>Must be ordered and installed by May 31st, 2021</i>					-\$20,000	-\$343
Equipment Total					\$96,298	\$1,653
less 0% downpayment					\$96,298	

Options:	Qty	Base Price	Shasta Discount	Your Price	Total	60 Mo. Lease
ImagePress C810 Speed License, 3245C001AA	1	\$24,000	\$16,100	\$7,900	\$7,900	\$135.64

Finance

Finance - Lease		Monthly
60 Month, FMV, <i>Special Promotional Rate, Must be ordered and installed by March 31st, 2021</i>		\$1,653

Service & Supplies	Base	Allow	Color Over	BW Over	Total	Monthly
C910 Service & Supplies	\$1,120	40,000	0.028	0.0080	\$1,120	\$1,120

A Ray Morgan Proposal for City of Stockton

Proposal Date: 3/10/2021

Proposal Expiration Date: *Must be ordered and installed by May 31st, 2021*

Canon VarioPrint DP-140

Pricing Based on Shasta Contract

Canon VarioPrint DP-140						
Equipment Detail Investment Breakout						
Equipment	Qty	Base Price	Shasta Discount	Shasta Price	Total	60 Mo. Lease
VarioPrint DP-Line Main Engine, 8116B060AA	1	\$43,500	\$14,964	\$28,536	\$28,536	\$490
VarioPrint 140 Base License 8116B118AA	1	\$33,000	\$11,352	\$21,648	\$21,648	\$372
External Paper Input Module, 8116B069AA	1	\$10,000	\$3,440	\$6,560	\$6,560	\$113
Booklet-Finisher W1 Pro, 0118C002AA	1	\$16,400	\$5,642	\$10,758	\$10,758	\$185
Puncher Unit BS1, 5738B002AA	1	\$945	\$325	\$620	\$620	\$11
Operator Attention Light D1, 8117B044BA	1	\$950	\$427	\$523	\$523	\$9
Color Scan to file/email, 5870B001AA	1	\$450	\$155	\$295	\$295	\$5
Decurler Set Item, 8116B070AA	1	\$6,700	\$2,305	\$4,395	\$4,395	\$75
POC Kit, 8117B025AA	1	\$125	\$10	\$115	\$115	\$2
Multifunction Pro Puncher B1, 0258C005AA	1	\$15,000	\$5,160	\$9,840	\$9,840	\$169
High Durability Comb 19 Hole Die, 0259C018AA	1	\$3,000	\$1,032	\$1,968	\$1,968	\$34
Surge Protector	1	\$500	\$150	\$350	\$350	\$6
Delivery/Installation	1	\$0		\$0	\$0	\$0
Professional Services/Training Non-Contract	1	\$2,500			\$2,500	\$43
Subtotal Equipment		\$133,070			\$88,108	\$1,513
2nd Quarter Promotional Discount, Must be ordered and installed by May 31st, 2021					-\$22,000	-\$378
Equipment Total					\$66,108	\$1,135
less 0% downpayment					\$66,108	

Options:	Qty	Base Price	Shasta Discount	Your Price	Total	60 Mo. Lease
VarioPrint DP130 Base License, 8116B075AA	1	\$17,000	\$5,848	\$11,152	\$11,152	\$191
VarioPrint DP115 APPE Base License, 8116B079AA	1	\$7,700	\$4,000	\$3,700	\$3,700	\$64

Finance

Finance - Lease			Monthly
60 Month, FMV			\$1,135
60 Month \$1.00 Buy Out			\$1,659

Service & Supplies	Base	Allow	Over	Monthly
DP140 Service & Supplies	\$351.00	90,000	0.0039	\$351



Current Cost Vs. Proposed Investment Canon C910, DP140

Current Cost

Equipment Service and Supplies	Color	BW	Cost per Month
Current Equipment Lease inc Sales Tax			\$3,746
C800 Base Service	35,000		\$1,015
C800 Overages	9,675	9,426	\$347
DP135		200,000	\$780
Total Current Cost	44,675	209,426	\$5,888

Proposed Investment

New Equipment Lease: C910 & DP140			\$2,789
C910 Base	40,000		\$1,120
C910 Overages	4,675	9,426	\$206
VarioPrint DP140		90,000	\$351
Overages BW		4,214	\$21
Total Proposed Investment	44,675	103,640	\$4,487

Total Financial Savings

<i>Total Savings per Month</i>	<i>\$1,401</i>
<i>Total Savings Per Year</i>	<i>\$16,808</i>
<i>Total Savings Over 60 Months</i>	<i><u>\$84,040</u></i>