



# Managed Print Services Agreement

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

*Shirley L. Murphy 8/6/20*  
DEPUTY COUNTY COUNSEL DATE

Date:	
Contract #:	
P.O. #:	Pending
Sales Rep:	Julie Ann Lozano

BILL TO	EQUIPMENT LOCATION
San Benito County Probation 400 Monterey Street Hollister CA 95023	San Benito County Probation 400 Monterey Street Hollister CA 95023
Billing Contact: Lorriane Carrasquillo Email: lcarrasquillo@cosb.us Phone/Fax: (636) 407-0	Key Operator: Lorraine Carras Phone: 831 636-4070 Email: lcarrasquillo@pvusd.net Meter Contact Preference: Fax Number: Equip <input type="checkbox"/> Fleet view <input type="checkbox"/> Fax <input type="checkbox"/> Email <input checked="" type="checkbox"/>

**MAINTENANCE AGREEMENT TERMS:**

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

This contract covers the below equipment and **includes** the following when box is checked:

Labor <input checked="" type="checkbox"/>	Parts <input checked="" type="checkbox"/>	4 Hour Avg. Response <input checked="" type="checkbox"/>	Drum Units <input checked="" type="checkbox"/>	Firmware Upgrades <input checked="" type="checkbox"/>
Black Toner <input checked="" type="checkbox"/>	Blk. Developer <input checked="" type="checkbox"/>	Loaner Unit if Needed <input checked="" type="checkbox"/>	Fuser Units <input checked="" type="checkbox"/>	IT Support** <input type="checkbox"/>
Color Toner <input checked="" type="checkbox"/>	Clr. Developer <input checked="" type="checkbox"/>	Preventative Maintenance <input checked="" type="checkbox"/>	Transfer Units <input checked="" type="checkbox"/>	External Fiery Controller** <input type="checkbox"/>

Other: \_\_\_\_\_

Paper, staples and equipment moves are not included in contract, unless specifically listed above. There will be a nominal shipping fee assessed on contract invoices for supply delivery fees. MBS guarantees and average 4 hour response time during normal business hours, Monday - Friday, 8AM to 5PM, holidays excluded.

Toner usage will be monitored and may be limited to 125% of the manufacturers' guaranteed image yields.

\*\* IT Support and/or External Fiery Controller is included only if **Value-Added** Support and/or **Fiery Support** options below are purchased.

MONTHLY BASE BILLING FEE			OVERAGE COST PER IMAGE:	
TYPE	Mo. Fee	Included	TYPE	Cost Per Image/Scan
BW MFP Images	\$42.75	4,500	BW MFP Images	\$0.0095
Color MFP Images			Color MFP Images	
BW Printer Images			BW Printer Images	
Color Printer Images			Color Printer Images	
Scans	No Charge	1,000	Scans	N/A
Base Billed in Advance: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly				

**ADDITIONAL COVERAGE OPTIONS:**

Value-added IT Support (for connected devices): **\$35.00 per month, billed with BW Base** Yes  No

Value-added IT (VIT) support includes unlimited on-site, as well as telephone help-desk support during normal business hours for IT service relating directly to the device(s) below. VIT support includes diagnosis and repair of printing and/or scanning issues associated with the device(s) below. VIT also include re-installation of print drivers, addition of new scan users, etc. as needed. VIT support does not cover IT support for other devices not included on this contract, support for software not purchased from MBS or support required as a result of changes to the network or server to which the device is connected. Customer is responsible for providing software licenses if software purchased from MBS requires re-installation. Minimum VIT agreement term is 1 year and is renewed automatically with the hardware agreement at MBS then prevailing rate. VIT **DOES NOT** include network or IT services which are not directly connected to the device(s) listed below.

Controller Support (for Fiery or e-Copy Scan Stations): \_\_\_\_\_ per month Yes  No

External & internal controller fee covers repair and/or replacement of the Fiery internal OR external controller hardware and/or e-Copy scan station hardware that is external to the MFP device. This fee will be billed with the contract base.

**EQUIPMENT:**

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
Mono 4052				
Mono 4052				
Mono 4052				

**MAINTENANCE AGREEMENT ACCEPTANCE:**

I have read and agree to the terms & conditions outlined above and on page two (2) of this maintenance agreement and choose to purchase the agreement at this time. I understand that this agreement is automatically renewed annually at the end of the contract term at MBS' then prevailing rates. This contract may be canceled by either party, with 30 days written notice.

I decline this maintenance agreement and understand that all future service calls will be chargeable. Fees will be based upon MBS' current hourly labor rate plus applicable travel time. Parts and supplies will be available at the manufacturer's suggested retail pricing. Guaranteed priority 4 hour average service response time is not available for equipment not under maintenance agreement.

CUSTOMER ACCEPTANCE			MBS ACCEPTANCE	
Authorized Signature	Print Name	Date	Signature	Date

## MBS Business Systems Terms and Conditions

1. References made to "MBS" shall mean Monterey Bay Systems or MBS Business Systems. Machines sold by MBS are eligible for a service contract immediately upon the delivery of the equipment. If service contract is requested at any other time, machine must first be inspected by MBS. Customer shall bear any and all costs necessary to bring machine up to specifications. Machines not sold initially by MBS which are accepted for a service contract after inspection are not covered for parts the first 60 days.
2. This is an annual contract that will automatically renew yearly after the initial period unless cancelled by customer by written notice at least thirty (30) days prior to anniversary date. Said automatic renewal is to provide uninterrupted coverage to customer. This contract may increase in cost annually to adjust with equipment age and/or change in consumable/parts pricing. This Agreement shall not be assignable or transferable by Customer without MBS's prior written consent. MBS may terminate this Agreement if Equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. Equipment may not be relocated without the prior written approval of MBS.
3. The pricing of this Agreement is based upon a single sided, 8.5" X 11" images and/or a single sided, 8.5"X14". 11X17 images and/or 8.5X11 two-sided images will be counted as two images. In the event of early termination by the Customer, all remaining charges shall become immediately due and owing. Customer shall pay all applicable sales tax, installation and freight charges. If Customer fails to make any payment when due, Customer agrees to pay MBS interest at the rate of one and one-half percent (1.5%) per month or the maximum interest rate permitted by law, whichever is less on any such overdue or outstanding balances. Customer shall pay a \$35.00 service charge on any and all returned checks.
4. This Agreement does not cover IT support beyond the specific equipment and included hardware listed on the front of this Agreement, unless the **Value-added IT Support YES** box is checked on the front of this document. All network support beyond the initial installation and/or scope of the Value-added IT Support (if checked) will be chargeable at MBS's standard time and materials rates, unless covered by a separate network support agreement.
5. All required preventive maintenance and emergency service necessary to keep the Equipment in efficient operating order will be performed by MBS during its regular business hours (8:00 a.m. - 5:00 p.m., Monday through Friday, except holidays).
6. MBS will replace without charge, parts which have been broken or worn through normal use and are necessary to machine servicing and maintenance adjustments, including consumables (as indicated on front of this agreement) such as toner, developer, drums and fuser rollers within the limits of their suggested yield. (Paper and Staples are excluded). Additional toner requested beyond 125% of manufacturer's average yield specifications is subject to additional charges.
7. Customer will be responsible for the daily care and cleaning of the top glass, dusting equipment, replenishing toner, clearing obvious paper jams, and reporting meter reads. It is the customer's responsibility to provide a key operator who shall be responsible for normal operator functions listed above. In addition, it is the customer's responsibility to provide MBS with meter readings as needed. If current meter reading is not submitted after repeated requests, MBS will use an estimated meter reading based on service history for billing period. Customer agrees that MBS will not be held accountable to make adjustments, repairs or replacements if MBS is not provided reasonable access to the equipment. Service calls for normal operator functions (adding or changing supplies, removing misfeeds, cleaning glass, etc.) will be subject to a time and material service charge at MBS's then current rate. Additional chargeable services include but are not limited to:
  - a) Repairs resulting from causes other than normal use: Customer's willful act; negligence or misuse; Customer's use of supplies (including paper) or spare parts which do not meet published specifications and which cause abnormally frequent service calls or service problems; accident, failure or variances of electrical power; failure to provide air conditioning, heat or humidity control as required; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes. MBS will make every effort to inform Customer of potential problem prior to resorting to a chargeable service call.
  - b) Subsequent repairs made when personnel other than those of MBS or its assigned Servicing Dealer perform service.
  - c) Transportation and relocation - repairs resulting from unauthorized relocation of equipment by anyone other than MBS.
  - d) Work which Customer requests to be performed outside regular business hours.
8. When in MBS's opinion the Equipment becomes of advanced age or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through MBS's routine preventive maintenance service, or if work beyond the scope of this Agreement is required, MBS shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, MBS shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment. Removed parts replaced by MBS shall become property of MBS. MBS shall have full and free access to the equipment to provide service thereon. Neither MBS nor an assigned Servicing Dealer shall be responsible for any delays in servicing the Equipment due to the inability or delay in obtaining a necessary part or supply.
9. MBS assumes no liability for operator error or damage caused by customer.
10. MBS's obligations and warranties under this agreement are in lieu of (A) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose, which are specifically waived and (B) all other obligations or liabilities for damages including, but not limited to: 1) personal injury or property damage, or 2) loss of profit or other consequential damages arising out of or in connection with this agreement or the maintenance service caused directly or indirectly by strikes, accidents, climatic conditions, or reason of similar nature beyond its control. Customer agrees that if MBS caused any injury or damage to customer or customer's property, which said claim is not otherwise waived herein, customer agrees that the maximum amount that MBS shall have to pay customer for said injury or damage is an amount equal to the services rendered to the customer that caused said injury or damage.
11. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written.
12. MBS reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement. If Customer fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this Agreement, Customer agrees that all payments due under said Agreement shall be accelerated and Customer shall be liable for all payments due under the full term of this Agreement that are unpaid or the reasonable cost of all services completed by MBS for the benefit of Customer, whichever is greater. If Customer breaches any term or condition of this Agreement, Customer agrees to reimburse MBS for all attorney fees and costs MBS expends to enforce the terms and conditions of this Agreement against Customer. Further, this Agreement shall be interpreted exclusively under the laws of the State of California.