

TO: BOARD OF TRUSTEES
FROM: SUPERINTENDENT

CONSENT COMMUNICATION NO. 14-2009/10-CC-BS

Prepared by the Office of Vice President Business Services
for Presentation to the Board of Trustees
September 14, 2009

**SUBJECT: RATIFY CONTRACT RENEWAL FOR CARD METER SYSTEMS
(CMS)**

A. BACKGROUND

Card Meter Systems (CMS) provides coin operated equipment to service the Antelope Valley College Library and Learning Center. CMS is responsible for the collection and count of all monies from the equipment. A monthly usage report for the equipment is also provided for the District. Revenues are listed by piece of equipment, usage type, and pricing levels. The pricing structure of the agreement is based on the student and general public charges for copy services. In consideration for CMS placing equipment in the library and learning center, there is no charge to the District. The District shall rebate equal to 8% of all revenues collected on copies in excess of the monthly minimum as per the contract.

B. BUDGET IMPLICATIONS

Estimated revenues of \$1,000 will be deposited in the general fund to defray the costs of providing the service to students and the general public.

C. RECOMMENDATION

It is recommended that the Board of Trustees ratify the contract renewal for CMS.

Respectfully submitted,

Jackie L. Fisher, Sr.
Superintendent/President

Prepared by:



Deborah Wallace
Vice President Business Services

Office of Business Services

Consent Communication No. 14-2009/10-CC-BS

September 14, 2009

RATIFY CONTRACT RENEWAL FOR CARD METER SYSTEMS (CMS)

File - 8-24-09
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Document Management and Support Services Agreement

This agreement dated August 4, 2009 by and between Card meter System, Inc. at 4729 E Sunrise Dr #458, Tucson, AZ 85718 (hereafter CMS) and Antelope Valley College (hereafter Customer) at 3041 West Avenue K. Lancaster, Ca.93536-5426..

Installation and operation

CMS will install all software and hardware components (as set forth in **Equipment** below) of the agreed upon solution and will ensure its functionality and operation. So that the solution is not adversely affected, CMS requires and the customer agrees that no changes to the Customer network, operating system, servers or client software will be altered or removed without prior notification to CMS. CMS fee is inclusive of normal installation charges. Customer and CMS will perform a pre-installation walk thru. Customer agrees to complete the pre-installation checklist and return checklist to CMS prior to CMS ordering or assembling any equipment or performing any services for the customer.

Contract additions/modifications

CMS and Customer agree that additional services may require a signed amendment to this agreement, where such is deemed necessary, said agreement shall be executed prior to implementation of such additional services.

Insurance

CMS will carry and keep in force workers compensation insurance for its employees and automotive and general commercial liability insurance.

Warranties

CMS will warrant all equipment and software provided by CMS for the term of this agreement for all equipment, products and software provided as part of this agreement as either the manufacturer, Dealer, servicing agent or distributor of all products provided. In the event there is a defect, Malfunction or failure, CMS will repair, replace or remedy any malfunctioning equipment and software products provided by CMS as part of this agreement.

CMS warranty does not cover damage caused by abuse, vandalism, misuse, mishandling, misapplication and computer viruses.

Hours of Service

CMS will provide regular support

Monday through Friday	8:00 AM to 5:00 PM (MST)
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These hours may be adjusted as deemed appropriate by CMS and approved by the customer and/or as mutually requested by the Customer and agreed upon in writing by both parties, dependent upon volume, workload and other requirements.

The Customer understands and acknowledges that service hours for holidays will be adjusted to CMS' calendared holidays as indicated below.

- Christmas Day
- Thanksgiving Day
- Independence Day
- New Years Day
- Memorial Day
- Labor Day
- Martin Luther King Jr. Day
- President's Day
- Easter
- Veterans Day
- Columbus Day

Weekend and after hour services

CMS provides weekend and after hours support and service as part of its Document Services Agreement. Phone and e-mail support are provided at no charge Monday-Friday 8-5 PM MST with all others times and support functions billed at \$150.00 per hour.

Term

The term of this Agreement shall be for a period of Thirty Six (36) months with a two-year renewal option. Beginning 7/01/2009

Assignment

CMS agrees not to assign or transfer any of its obligations under this agreement

without the prior written consent of the customer, whose consent shall not be unreasonably withheld.

Equipment

Location	Quantity	Equipment Description
Main Library	4	- New B/W Savin Copiers with Coin, Card and Bill Acceptance - Platen Cover - Paper Bank (500 sheet x 2) - Small Cabinet - ITC Coin/Bill units (existing)
	1	Hp Printer 4200
	1	Coin Changer (existing)
	1	Validator (existing)
	1	CMS Diginet Release station Using Customer PC
Learning Center	1	Hp Printer 4200 (existing)
	1	Validator (existing)
	1	CMS Diginet Release station Using Customer PC (existing)

Services

CMS will provide all equipment including toner supplies and paper. CMS and Customer may add additional services, personnel and/or equipment by amending these agreements.

CMS will deliver and install/provide the equipment proposed by CMS at CMS expense. Customer agrees to provide adequate space, electrical, computer and network requirements.

CMS will service the Equipment according to a CMS established service timetable and will deliver toner and paper to the customer.

CMS will collect and count all the money from the equipment provided and CMS will produce a monthly usage report for the customer. This report shall include a listing of all equipment by location, volume on each piece of Equipment, revenues by piece of Equipment, usage type (public or staff), pricing level and chargeable services if any..

Customer agrees to assist CMS with paper, toner and printer cartridge security, Customer also agrees to load paper, toner, Print cartridges and remove paper jams.

Chargeable services

It is CMS intent that all fees and charges are included except for items as they relate to taxes, filing fees and other State, Federal and local charges. In the event the customer places service demands on CMS outside of the proposed solution, such as causing service issues by changing operating systems, print drivers, network configurations, computer hardware, failures due to viruses and any other such items that would create a service issue. In these instances CMS will invoice and the Customer agrees to reimburse CMS at the rate of \$150.00 per hour for calls created in this manner. CMS recommends that any changes of this nature be brought to the attention of CMS prior to implementing so that CMS may assist/guide the customer through the process to avoid any downtime or performance issues.

Training

CMS will provide necessary training for key customer staff so that personnel will be able to effectively operate all software and/or hardware provided.

Financial Considerations

- A. Pricing Structure- Customer shall charge students and general public the sum of \$0.15 (fifteen cents) per black and white copy/print and \$0.65 (Sixty five cents) per color copy/print. Staff copies shall be accounted for at \$0.10 (the cents) per black and white copy/print and \$0.35 (Thirty five cents) per color copy/print.
- B. In consideration for CMS placing all equipment at no cost to customer, maintaining said equipment, providing necessary supplies, collecting all cash and credit from the Equipment, and providing usage reports to customer, customer agrees that CMS shall retain all revenues collected from the Equipment for all copies made up to a total of 8,000 monthly copies, the Monthly Minimum. Note, Customer's historic monthly copy output has been in excess of 35,000 copies.
- C. Customer shall receive a rebate equal to 8% of all revenues collected on copies in excess of the Monthly Minimum. Customer shall have a monthly allowance of 1000 Black & White staff copies. All staff copies in excess of said monthly allowance shall be charged to Customer at the rates of \$0.10 per black and white copy and \$0.35 per color copy.

Early Contract Termination

CMS or Customer will be able to cancel this agreement by providing a 60 days notice to either party. At this point both parties agree to pay each other any pending charges (CMS billed charges or Customer rebates).

Attorney Fees

In the event of any dispute arising out of this AGREEMENT, the prevailing party shall be entitled to reimbursement from the non-prevailing party for all attorney fees and expenses reasonably and necessarily incurred in resolving the dispute.

Governing Law

This Document Services Agreement shall be governed by the laws of the State of Arizona.

Taxes, fees and licenses

Customer will be responsible for any and all applicable taxes as it relates to the operation of this program and any licenses and other fees as billed or charged.

Notices

All notices that may be required between the parties shall be made in writing to the addresses set forth above unless changed in writing.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives on the dates set for below.

By: Deborah Wallace
DEBORAH WALLACE

Typed Name:
DEBORAH WALLACE

Title:
VICE PRESIDENT, BUSINESS SERV.

Date:
8-10-09

By: Randy Nason

Typed Name:
Randy Nason

Title:
SERVICE MANAGER

Date:
8-5-09

ON BEHALF OF
CESAR ORTIZ
C.O.O.