

**PROFESSIONAL SERVICES AGREEMENT FOR COPIER PURCHASE AND
MANAGED-PRINT SERVICES BETWEEN THE CITY OF APACHE JUNCTION AND
ARIZONA OFFICE TECHNOLOGIES**

This Agreement is made as of the 20th day of July 2016 (the "Effective Date") by and between THE CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and ARIZONA OFFICE TECHNOLOGIES ("AOT"), an Arizona limited liability company, ("Contractor"), both of which may be hereinafter referred to collectively as the "Parties", for the project entitled "Copier Purchases and Managed Print Services."

RECITALS

A. City desires to retain a contractor to assist in a comprehensive purchase of citywide copiers and managed print services (the "Work") called for in the cooperative State of Arizona Contract # ADSP013-050379 and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. City and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

C. City has complied with the public bidding requirements under Arizona Revised Statute Title 34 and Apache Junction City Code Article 3-7.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CONTRACTOR'S DUTIES & EXHIBITS:** Contractor agrees to perform the professional services detailed in the attached Exhibit A. The Parties also agree that the following exhibits are considered critical contract documents in addition to this agreement: Exhibit B Contractor Rate Sheet, Exhibit C Background Security Investigation Process, Exhibit D AOT Sales Order Form and Exhibit E Managed Print Services Agreement.

2. **COMPENSATION:** In accordance with the terms and conditions of this Agreement, City shall compensate Contractor for professional services in an amount not to exceed \$88,832.88 for the purchase of copiers and an additional \$36,000 a year for maintenance services, in accordance with the price sheet set forth in Exhibit D and E, any overages must be approved by the city manager or his designee. Said approval shall not be unreasonably withheld.

3. **CONTRACTOR BILLING:** Contractor shall bill City monthly on the toner and prints and/or copies for color and black and white prints including but not limited to the printing overage of the allotted monthly usage. City shall pay such billings within thirty (30) calendar days from the date of receipt of the billing.

4. **TERM/RENEWAL:** This Agreement shall be effective beginning on August 2, 2016 and shall remain in full force and effect until June 30, 2019, unless otherwise terminated as set forth herein. Following the initial Term, the Parties may renew or extend this Agreement annually for an additional 2 (two) years. Such renewals shall be executed in writing by the Parties.

5. **CITY'S SCOPE OF WORK:** City shall furnish Contractor with all data, information and other supporting services specified in Exhibit A.

6. **CONTRACTOR'S STANDARD OF PERFORMANCE:** While performing the services, Contractor shall exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Contractor shall be responsible for all errors and omissions Contractor commits in the performance of this Agreement.

7. **NOTICES:** All notices to the a Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

If to City: City of Apache Junction
 Heather Hodgman
 575 East Baseline Ave
 Apache Junction, AZ 85119

If to Contractor: Arizona Office Technologies
 Alesia Delgado
 4320 East Cotton Center Boulevard, Suite 100
 Phoenix, AZ 85040

8. **INSURANCE:** Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for the deductible and/or self retention and City, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name City, its agents, officers, officials and employees as Additional Insureds.

REQUIRED COVERAGE

Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or any replacements thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Contractor's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's Commercial General Liability insurance.

Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation

Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Contractor certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such

provisions before commencing the performance of the work of this Agreement.”

If Contractor has no employees for whom workers’ compensation insurance is required, Contractor shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Contractor employs any employees subject to coverage.

In case any work is subcontracted, Contractor will require subcontractors to provide Workers’ Compensation and Employer’s Liability insurance to at least the same extent as required of Contractor.

Certificates of Insurance

Prior to commencing work or services under this Agreement, Contractor shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Contractor’s insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney’s Office, shall comply with the terms of this Agreement, and shall be issued and delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119.

In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. Policies or certificates and completed forms of City’s Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City as an additional insured. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

“Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy.”

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to City.

9. **APPLICABLE LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

10. **FORCE MAJEURE:** Neither City nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Contractors, subcontractors, vendors or investors desired by Contractor in connection with the obligations under this Agreement. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

11. **TERMINATION:** This Agreement may be terminated by either Party for any reason upon six (6) months' written notice. If this Agreement is

terminated, City shall be reimbursed from Contractor the amount paid for any undelivered and/or unaccepted products or services. Upon termination, City agrees to pay for all delivered, accepted, and properly invoiced services that were provided up to the announced Termination Date.

12. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify City, its elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services Contractor may be legally liable.

13. BUSINESS AND PRIVILEGE TAX LICENSE AND PAYMENT OF PRIVILEGE AND USE TAXES: Contractor represents and warrants that any license necessary to perform the work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Article 8-2 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement. Contractor also acknowledges that the tax provisions of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege tax license and/or other licenses as may be required by the city code. Any activity by subcontractor within the corporate city limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. If there are taxable activities, a business license shall be converted to a transaction privilege tax license by the Contractor and any subcontractors through the City Clerk's Office. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

14. RECORDS: Records of Contractor's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

15. **RIGHT OF CITY TO CONTRACT WITH OTHERS:** Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Contractor.

16. **WAIVER OF TERMS AND CONDITIONS:** The failure of City or Contractor to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

17. **COMPLIANCE WITH FEDERAL AND STATE LAWS:** Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

18. **ENTIRE AGREEMENT:** This Agreement and any attachments represent the entire agreement between City and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent

inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

19. **SEVERABILITY**: City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

20. **ACCURACY OF WORK**: Acceptance of services or work by City shall not relieve Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Contractor shall make all necessary revisions or corrections resulting from errors and omissions on the part of Contractor without additional compensation.

21. **CONFLICTS OF INTEREST**: This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

22. **TIME IS OF THE ESSENCE**: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

23. **PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL**: The Parties acknowledge A.R.S. § 35-393.03, as amended, which forbids entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.

24. **EQUIPMENT MAINTENANCE AND WARRANTY**:

This Agreement covers both the labor and the materials or adjustments, repair and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided for the term of the Agreement. This provision shall also be considered the warranty for the term on all equipment and parts. Damage to

the equipment or its parts arising out of misues, abuse, negligence or causes beyond AOT's control are not covered.

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repairs or replacement of parts.

All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement: photoconductor unit for facsimile or multi-functional equipment, Copy Printers excludes thermal head, supplies (ink and masters) and paper, Micro Equipment: exposure lamps and glass guides, software, unless specified otherwise within this Agreement, connected equipment will be covered up to the computer/network connection, service calls caused by computer/network will be charged at the current hourly labor rate (Exhibit A).

The charge for maintenance under this Agreement shall be the amount set forth in Exhibit B. City understands that use of non-AOT provided supplies that cause excessive service calls or that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges when due.

All equipment sold by AOT is designed to give excellent performance when operated within the following guidelines: equipment must be placed in normal office setting, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes.

IN WITNESS WHEREOF, Contractor and City have executed this Agreement as of the date first set forth above.

CONTRACTOR:

Arizona Office Technologies an Arizona limited liability company/ corporation


By: BRIAN KELLEY
Its: CFO

CITY:

CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation

By: John S. Insalaco
Its: Mayor

ATTEST:

Kathleen Connelly, City Clerk

APPROVED AS TO FORM:

By:  7.21.16
R. Joel Stern, City Attorney

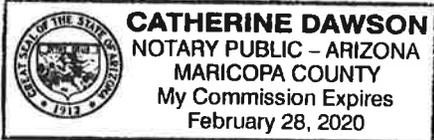
STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing was subscribed and sworn to before me this 20th day of JULY, 2016, by BRIAN KELLEY as CFO of Arizona Office Technologies (AOT), an Arizona limited liability company].

C. Dawson
Notary Public

My Commission Expires:

2/28/2020

(seal) 

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this ____ day of _____, 20__, by John S. Insalaco, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

(seal)

EXHIBIT A

SCOPE OF WORK

Hours of Service

Contractor shall process service and problem request assignments Monday-Thursday from 7:00 AM to 6:00 PM. For plotters, a designated vendor will process problem requests. For emergencies, Contractor will make after-hours and weekend service calls for a fee of \$219 an hour subject to City providing one business day advance notice or after a commercially reasonable time once city staff is aware of the issue. City Representative will encourage city staff to wait until the next business day or utilize a work-around solution to avoid these fees. Fees for this service will be invoiced in the city's next monthly bill.

Section 1: Managed Print Service ("MPS") Device Add/Move/Change/Remove Procedures

1. The following add/move/change/remove process shall be used for all MPS devices which includes printers, copiers and multi-function (all in one) devices. Currently, plotters are not a part of the MPS program and will be maintained by their current provider.
 - a. Any customers contacting either the City help desk or Contractor directly to perform a device add, move, change or remove request shall be directed to the City Representative. Information Technology Department and Contractor shall not process any service requests unless they are initiated by an authorized City Representative or his/her designee.

2. The City Representative or his/her designee shall review the request, collect required information, and will obtain departmental approval to proceed with the requested action;
 - a. If the request is for a new device, or a change to an existing device, the City Representative shall contact Contractor for an assessment. Contractor will schedule an assessment within three (3) business days with the City Representative and make recommendations on specific device make/models/features.
 - b. Any new device costs, or costs associated with changes that increase the monthly fees, must be approved by the City Representative.

3. Contractor shall implement changes as documented:
 - a. For move/remove requests, Contractor will schedule a date and time with the City Representative for actions needed within two (2) business days. Move or remove times shall be a four (4) hour window agreed to by Contractor and City. Contractor will contact the Information Technology department if any post-installation work is needed at the time of install, such as change/removal of print queues, or device driver updates.

- b. For new/changed requests, Contractor will use the agreed upon implementation date and time requested by the City Representative. Install times shall be a four (4) hour window agreed to by Contractor and the City. Contractor will call the Information Technology department if any post-installation work is needed at the time of the install, such as change/removal/creation of print queues, or device driver updates.
 - c. Contractor shall confirm device is operational with City Representative, and provides any required staff training within two (2) business days.
 - d. Contractor shall update their billing and toner replenishment system (if needed) with required device information. This includes removing any removed/retired devices from billing.
 - e. Contractor will update all service requests by the end of business day that service was performed.
4. Should Contractor encounter issues during installation, they shall contact the Information Technology department.
5. Contractor shall return any removed City-owned devices to Surplus Property located at 575 East Baseline Ave, for disposal processing within two (2) business days after installation of new equipment.

Section 2: MPS Device Incident Handling Procedures

The following process shall be used for problem calls on MPS devices. Plotters are not part of the MPS program and are being maintained by another vendor.

1. The City IT Department Help Desk will perform initial device troubleshooting including actions such as:

- a. Attempt to print the same/similar document from a different PC.
- b. Reinstall print driver on workstation.
- c. Verify network connectivity.
- d. If after normal Contractor support hours, Help Desk may attempt to map the customer to a different printer as a work around.

2. If after troubleshooting, escalation is needed, the Help Desk will:

- a. Verify if the device is under maintenance with Contractor or another third party vendor. If no maintenance vendor is shown, the device is ineligible for Contractor maintenance.
- b. If the issue appears to be hardware related, Help Desk will:
 - i. If device is not under Contractor maintenance, inform City Representative that the device is not covered by any maintenance vendor.

- ii. Contractor shall examine device (if under MPS program). Contractor will be on site at customer location within four (4) hours of request. Contractor shall restore the device to full service within one (1) business day or provide the option of a loaner. Contractor will update or close all problem requests by end of business day in which the request was initiated. While onsite, Contractor shall perform any needed preventative maintenance per manufacturer schedule if needed.
 - c. If the issue appears to be driver related, Help Desk will
 - i. Assign IT Technician to review the issue.
 - d. If the issue appears to be Network related (cannot Ping device), Help Desk will:
 - i. Power off device
 - ii. Reset network cable
 - iii. Power on device
 - iv. Attempt to Ping device again
 - v. Print device configuration page
 - vi. If still unable to Ping device, contact Contractor shall examine device.
- 3. The assigned work group that resolves the issue shall confirm with the customer that their device is working again, prior to closing the task.

Section 3: MPS Device Replacement/Loaner Procedures

The following process shall be used when an MPS device needs to be replaced with a loaner device:

1. For problem tickets, Contractor shall make every attempt to return the device to full service within one (1) business day. In the event Contractor determines this is not possible, a loaner device shall be provided. Loaners must meet all minimum City MPS device requirements (see Section 5) and must be installed within two (2) business days of the request. Plotters are currently not covered under the MPS agreement and are serviced by another provider. A loaner program is not available for plotters.

Section 4: MPS Device Toner Replenishment Procedures

The following process shall be used for toner replenishment for all MPS program devices: Plotters are not part of the MPS program, and toner replenishment is the sole responsibility of the department. Any unregistered devices not covered by the MPS program are also not covered by the Contractor toner replenishment program and are the sole responsibility of the department.

1. Contractor shall proactively monitor MPS program devices that are capable of sending low toner alerts and drop ship replacement toner directly to the department. Contractor shall maintain the appropriate drop ship location and contact for all such devices.
2. If an emergency request, Contractor shall attempt to locate and supply toner from onsite Contractor stock or local warehouse during same or next business day. If emergency requires after hours activity by Contractor, the City will be charged a fee of \$219 an hour subject to City providing one business day advance notice or after a commercially reasonable time once city staff is aware of the issue.
3. If a normal request (non-emergency), Contractor shall generate toner order which is shipped to the department.
4. City Representative shall supply Contractor the correct address and contact names for toner drop shipments for each of their assigned devices and/or facility locations. Should this information change for a device/facility, it is the City Representative's responsibility to communicate this change to Contractor.

Section 5: MPS Device Minimum Requirements

Any new devices introduced by Contractor into the City's environment or any City-Pool devices to be used as loaners or redeployed within the departments must meet the following minimum criteria. (Any exceptions to these minimums must be approved in advance by the City Representative):

1. The device must be able to be network connected, and be monitored by Link360 for usage and toner alerts.
2. The device must have toner/parts that are still generally available for public purchase.
3. The device must not utilize inkjet cartridges.
4. All new devices shall support secured print capabilities.
5. Contractor will only utilize new devices officially added to the Contractor rate sheet. Any devices not on the current Contractor rate sheet must meet City's security requirements and rates are vetted and approved via a formal contract amendment process through the City Representative.

Section 6: New Device Confirmation

Device adds, moves or changes that have been agreed upon between Contractor and the City Representative will require the following information to be provided. Contractor will assist the City Representative with completing this information. The following information is needed:

1. Business justification (reason for new device, move or change)

2. Master Agreement number and vendor code
3. Manufacturer and Mode number
4. Payment rate information (from Contractor rate sheet)
 - a. Base Payment
 - b. Base Volume
 - c. Overage Rate
5. Installation date
6. Term End Date
7. Training Date
8. Features Enable (scan/fax/secure print)
 - a. If scan feature enable, provide "scan to" folder location
 - b. If Fax feature enable, i.e. phone line available? If not, including accounting for new phone line installation.
 - c. If secure print, set up is desires, specify this
9. Network drop availability whether a new network drop is needed, including accounting for drop installation
10. Delivery location (building name, address, floor, location)
11. Toner shipment address and contact
12. Whether this device is replacing any existing devices. Tracking numbers of existing devices shall be listed.

Section 7- MPS Device Reliability and Life Cycle Replacement

Devices are expected to be reliable, and compatible with the City technological environment.

Devices shall be kept current with technology changes on a periodic life cycle basis.

Contractor shall re-evaluate devices deployed during the annual department assessments, and make recommendations to customers on changes that should be considered. The following guidelines are to be followed:

1. Contractor shall recommend device replacements if any of the following apply:
 - a. When devices reaches Contractor recommended "end of life"
 - b. When supplies or consumables are no longer generally available for purchase on the retail market
 - c. When the device is no longer compatible with the City's standard IT environment
 - d. When a more efficient/cost effective device would provide significant benefit to the customer
2. Contractor shall first attempt to meet new devices needs out of the pool of City owned devices before recommending new purchased devices. If a pool device is available that meets the customer needs, it shall be utilized.
3. Contractor shall replace devices that have chronic service or operational issues.

Section 8: MPS Link360 Audit Reprint System Availability

Contractor shall manage, maintain and monitor the Link360 audit device reporting and metering system installed at the City. The following procedures shall be utilized:

1. The Link360 audit system shall be generally available 24 hours day, 7 days a week, 365 days a year. Contractor shall monitor Link360 audit system on a daily basis, and report to the City any issues detected. If actions are required by City personnel to remedy issues detected:
 - a. Contractor will contact the City Representative
 - b. City staff will analyze issue and work with Contractor on resolution.
 - c. If there is an extended outage of the Link360 audit system, the City shall alert customers that automated toner monitoring is impacted, and that if they have toner issues they shall contact the City Representative directly.
 - d. It is essential that Link360 audit be operational during month-end billing cycles where automated meter reads are ended for all monitored devices. Contractor and City staff shall immediately address all Link360 issues on a priority basis during these time periods.

2. Contractor shall notify the City of any needed maintenance or downtime to the Link360 audit system in advance., Contractor shall send notifications to the CMT email addresses at least one (1) business day in advance of the planned maintenance.

Section 9: MPS Roles and Responsibilities

Contractor shall have resources assigned to the following roles in servicing the City account under the MPS contract at all times. Contractor shall notify the City in writing when there are changes in assigned personnel to any of these roles:

1. Account Management Team- Contractor shall maintain an Account Management Team ("AMT"), which shall be available during normal business hours (M-Th, 7AM-6PM). It is expected that all City inquiries to AMT members shall be acknowledged within one (1) business day of receipt and that a timeline for response will be supplied as part of the confirmation of receipt of the question or issue. The AMT shall be responsible for the following items.
 - a. Processing contract changes needed and addressing any issues or questions about the contract and services delivered under the contract.
 - b. Serve as escalation point for resolution of all service issues, performance issues, contractor personnel issues.
 - c. Respond to all billing or usage reporting questions, issues and disputes.

2. Maintenance Technicians- Any maintenance technicians must receive a City background clearance before being allowed to enter City facilities to service devices.

3. Sales/Assessment Specialist (“SAS”)- Contractor shall maintain a SAS who shall be available during normal business hours (M-Th, 7AM -6PM) to handle customer inquiries. The SAS shall be responsible for the following items.
 - a. Assisting departments in processing requests for device add/move/change and remove requests.
 - b. Performing annual assessments for each City department, where their installed device base is reviewed and recommendations made on any changes required/suggested.
 - c. Maintain a Link360 Specialist who is available during normal business hours (M-Th, 7AM – 6PM) to handle audit issues.

The City shall have resources assigned to the following roles under the MPS contract at all times. The City shall notify Contractor in writing when there are any changes in assigned personnel to any of these roles.

4. Contract Management Team- The City shall assign a CMT which shall be available during normal business hours (M-Th, 7AM-6PM). The City CMT shall be responsible for the following items.
 - a. Processing contract changes needed and addressing any issues or questions about the contract; Renewals of the contract when term expires and determining whether there is cause for termination.
 - b. Receives, approves and processes monthly invoices for payment from Contractor for all departments.
 - c. Resolution of any service billing or usage disputes with any City department. City departments shall not be contacted directly regarding any billing or service issues or disputes and all communication on these items must be through the City CMT.
 - d. Reviewing Contractor performance on defined service level requirements and taking actions to remedy any deficiencies. This includes the handling of any issues with assigned Contractor personnel to the City account.
 - e. Approval authority for any MPS contract device add/move/change/remove requests.
 - f. Processing background clearances for any new Contractor personnel assigned to service the City account.
5. IT Technicians- The City shall maintain IT technicians onsite at the City at all times during normal business hours (M-Th, 7AM-6PM) to assist Contractor with device issues as needed.

Table 1- Contractor Personnel Assignments

Role	Primary Contact	Secondary Contact
Account Manager	Andrew Belew 480-518-5590 Andrew.belew@aot-xerox.com	David Hague 602-369-3279 David.hague@aot-xerox.com
Sales Associate	Andrew Belew 480-518-5590 Andrew.belew@aot-xerox.com	David Hague 602-369-3279 David.hague@aot-xerox.com
Billing	Jacque Brewer 602-346-3148 Jacque.brewer@aot-xerox.com	Alesia Delagado 602-346-3064 Alesia.delagado@aot-xerox.com
Link360	Andrew Belew 480-518-5590 Andrew.belew@aot-xerox.com	David Hague 602-369-3279 David.hague@aot-xerox.com

Table 2- City Personnel Assignments

Role	Primary Contact	Secondary Contact
Contract Management Team (Contract Administrator)	Heather Hodgman 480-474-8500 hhodgman@aicity.net	Earl Simmers 480-474-5147 esimmers@aicity.net
Add/Move/Change/Remove Approvers	Heather Hodgman 480-474-8500 hhodgman@aicity.net	Earl Simmers 480-474-5147 esimmers@aicity.net
Billing	Joel Sanderson 480-474-5064 jsanderson@ajcity.net	Sandra Teeples 480-474-5127 steeples@aicity.net
IT Technicians (including Link360 Audits)	Heather Hodgman 480-474-8500 hhodgman@aicity.net	Earl Simmers 480-474-5147 esimmers@aicity.net

EXHIBIT B
CONTRACTOR RATE SHEET

COLOR MFP

Xerox Model	BASE PRICE, TAX NOT INCLUDED	BW Monthly Base Service	Color service rate	Print Speed	Scan Speed	Type of unit	Functions	Finishing options
Xerox 6605	\$ 513.00	\$ 20.00	\$0.05	36 PPM	80 IPM	Desktop	copy, print, scan, FAX (optional)	
Xerox 6655	\$ 2,248.00	\$ 36.00	\$ 0.05	36 PPM	80 IPM	Desktop	copy, print, scan, FAX (optional)	
Xerox 7225	\$2,830.24	\$ 28.00	\$ 0.05	25 PPM	80 IPM	Stand alone	copy, print, scan, FAX (optional)	2/3 hole punch, Staple.Booklet Maker,stacker, oversized high capacity tray
Xerox 7845	\$ 5,027.40	\$ 40.00	\$ 0.05	45 PPM	80 IPM	Stand alone	copy, print, scan, FAX (optional)	2/3 hole punch, Staple.Booklet Maker,stacker, oversized high capacity tray
Xerox 7855	\$7,132.60	\$ 60.00	\$ 0.05	55 PPM	130 IPM	Stand alone	copy, print, scan, FAX (optional)	2/3 hole punch, Staple.Booklet Maker,stacker, oversized high capacity tray

MONOCROME MFP

Xerox Model	BASE PRICE, TAX NOT INCLUDED	BW Monthly Base Service	Color service rate	Print Speed	Scan Speed	Type of unit	Functions	Finishing options
Xerox 3655	\$1,353.07	\$ 17.60	NA	36 PPM	80 IPM	Desktop	copy, print, scan, FAX (optional)	
Xerox 5335	\$ 2,850.00	\$ 44.00	NA	35 PPM	80 IPM	Stand alone	copy, print, scan, FAX (optional)	2/3 hole punch, Staple.Booklet Maker,stacker, oversized high capacity tray

Xerox 5945	\$ 4,834.88	\$ 66.00	NA	45 PPM	80 IPM	Stand alone	copy, print, scan, FAX (optional)	2/3 hole punch, Staple.Booklet Maker,stacker, oversized high capacity tray
------------	-------------	----------	----	--------	--------	-------------	------------------------------------	--

**MONOCHROME
Printer**

Xerox Model	BASE PRICE, TAX NOT INCLUDED	Monthly Base Service	Color service rate	Print Speed	Scan Speed	Type of unit	Functions	Finishing options
Xerox 3610	\$ 425.00	\$.012 Per BW print	NA	36 PPM	NA	Printer	Print BW Only	

COLOR PRINTER

Xerox Model	BASE PRICE, TAX NOT INCLUDED	Monthly Base Service	Color service rate	Print Speed	Scan Speed	Type of unit	Functions	Finishing options
Xerox 6600	\$513.00	\$.012 Per BW print	\$0.085 per print	36 PPM	NA	Printer	Print Color/BW	

Finishing options	2/3 hole punch	staple	stack	up to 30 page Booklets	Price	
Booklet maker	x	x	x	x	*varies per model	*NOT AVAILABLE FOR ALL MODELS
Professional finisher	x	x	x		*varies per model	*NOT AVAILABLE FOR ALL MODELS
Basic Finisher		x	x		*varies per model	*NOT AVAILABLE FOR ALL MODELS
Oversized high capacity tray	*NOT AVAIABLE FOR ALL MODELS				*varies per model	*NOT AVAILABLE FOR ALL MODELS

EXHIBIT C

BACKGROUND SECURITY INVESTIGATION PROCESS

Contractor personnel who work in any City facility and/or have access to any City data shall be required to successfully pass a background investigation conducted by City as set forth below. Contractor personnel assigned to support City public safety departments may be required to undergo additional and/or more rigorous background investigations. Background investigations will be conducted at no charge to Contractor and in accordance with City's standard processes which may be updated from time to time.

City shall have final authority when security clearance of Contractor Personnel (employees, subcontractors or other agents) is required as well as to determine the nature of the security clearance up to and including fingerprinting.

1. If City determines fingerprints are required, Contractor shall arrange to have fingerprint cards prepared by an accredited law enforcement agency or other authorized agency and then returned to the department designated by City. Contractor shall be responsible for the costs incurred to prepare the fingerprint cards and return them to City.
2. Upon completion of the background investigations, City will notify Contractor of the results. Contractor personnel who do not successfully pass the background investigation will have their access revoked or will not be granted access. Contractor shall allow only those Contractor personnel who have successfully passed the background investigation to have access. Contractor's obligation to comply with such responsibilities shall be a material term of this Agreement.
3. All access granted to Contractor personnel under this Agreement shall be monitored and/or escorted unless otherwise specifically authorized in writing by City. Any unauthorized access by Contractor personnel shall be deemed a material breach of this Agreement and shall be a basis for immediate termination of this Agreement and consequential liquidated damages.

EXHIBIT D
AOT SALES ORDER FORM

AOT ARIZONA OFFICE TECHNOLOGIES					
4320 E. Cotton Center Blvd. 8100, Phoenix, AZ 85040 602-346-3000					
3501 E. Speedway Blvd. Bldg 145, Tucson, AZ 85718 520-699-3200					
6737 Corral Ave., Prescott, AZ 86301 928-380-3100					
DATE: 5/24/2016					
A Xerox Company EQUIPMENT SALES ORDER					
Ship To		Bill To			
Customer #		Customer #			
Name City Of Apache Junction		Name			
Address 300 E. Superstition Blvd.		Address			
City, State Apache Junction, AZ Zip 85119		City, State Zip			
Phone 480-474-8500		Phone			
Fax					
Key Operator: Heather Hodgman		Key Op Phone: 480-474-8500			
Key Op Email: hhodgman@AJCity.Net		Key Op Fax: -			
Qty.	Product Code	Description	Serial No.	Unit Price	Total
1		Xerox WC 8655			
2		Xerox WC 7225			
1		Xerox WC 5335			
2		Xerox WC 8605			
1		Xerox WC 7855			
8		Xerox WC 7845			
2		Xerox WC 5955			
5		Xerox Phaser 3610			
1		Xerox Phaser 8600			
		AZ State Contract # ADSP013-050379			
Type Of Sale:		Purchase	Service Agreement Attached:	YES	Customer assumes all responsibility for provision of required electrical service meeting UL and applicable code standards. ALL CANCELLED ORDERS ARE SUBJECT TO A 20% CANCELLATION FEE
Special Instructions		AZ State Contract		Sub Total	\$ 81,423.35
				Tax Rate: 0.091	\$ 7,409.6
				# ADSP013-050379	\$ 88,832.95
				Sub Total	\$0.00
				Delivery Charge	
				Total	\$88,832.95
ATTENTION: THE PICK UP OF CUSTOMER OWNED EQUIPMENT REQUIRES A SIGNED PICK UP:			EQUIPMENT DISPOSITION FORM		
	\$	0	0		
	\$	0	0		
	\$	0	0		
	\$	0	0		
	\$	0	0		
	\$	0	0		
	\$	0	0		

EXHIBIT E

AOT MANAGED PRINT SERVICES AGREEMENT

 <p>AOT ARIZONA OFFICE TECHNOLOGIES A Xerox Company</p>	<p align="center">MANAGED PRINT SERVICES AGREEMENT AOT - A Xerox Company</p> <p>4320 E Cotton Center Blvd #100 Phoenix, AZ 85040 602-346-3000 3501 E Speedway Blvd #145 Tucson, AZ 85716 520-989-3200 6737 Corsair Ave Prescott, AZ 86301 928-350-3100</p>																																								
<p>BILL TO: Customer Name: <u>City of Apache Junction</u> Address: <u>300 E. Superstition Blvd</u> City/State/Zip: <u>Apache Junction, AZ 85519</u> Phone: <u>480-474-8500</u></p>	<p>EQUIPMENT LOCATION: Customer Name: _____ Address: _____ City/State/Zip: _____ Phone: _____</p>																																								
<p>Effective Start Date: _____ (mm/dd/yyyy) _____</p>																																									
<p>Term Duration (check one): _____ 36 months _____ 48 months _____ 60 months</p>																																									
<p>Serviced Devices:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">Model</th> <th style="width:35%;">Serial Number</th> <th style="width:15%;">ID #</th> <th style="width:25%;">Start Meter</th> </tr> </thead> <tbody> <tr><td>(1) WC 6655</td><td></td><td></td><td></td></tr> <tr><td>(2) WC 7225</td><td></td><td></td><td></td></tr> <tr><td>(1) WC5335</td><td></td><td></td><td></td></tr> <tr><td>(2) WC 6605</td><td></td><td></td><td></td></tr> <tr><td>(1) WC 7855</td><td></td><td></td><td></td></tr> <tr><td>(6) WC 7845</td><td></td><td></td><td></td></tr> <tr><td>(2) WC 5955</td><td></td><td></td><td></td></tr> <tr><td>(5) PH 3610</td><td></td><td></td><td></td></tr> <tr><td>(1) PH 6600</td><td></td><td></td><td></td></tr> </tbody> </table>		Model	Serial Number	ID #	Start Meter	(1) WC 6655				(2) WC 7225				(1) WC5335				(2) WC 6605				(1) WC 7855				(6) WC 7845				(2) WC 5955				(5) PH 3610				(1) PH 6600			
Model	Serial Number	ID #	Start Meter																																						
(1) WC 6655																																									
(2) WC 7225																																									
(1) WC5335																																									
(2) WC 6605																																									
(1) WC 7855																																									
(6) WC 7845																																									
(2) WC 5955																																									
(5) PH 3610																																									
(1) PH 6600																																									
<p>For Additional Equipment Attach Schedule A: _____ Schedule A Attached: _____ Yes or No (circle one)</p>																																									
<p>Pricing Includes</p> <table style="width:100%;"> <tr> <td style="width:40%;">Unlimited B&W Copies</td> <td style="width:20%; text-align: right;">\$626</td> <td style="width:20%;">Monthly Payment</td> <td style="width:20%; text-align: center;">N/A</td> <td style="width:20%;">Overage Rate</td> </tr> <tr> <td>10,000 Color Copies</td> <td style="text-align: right;">\$500</td> <td>Monthly Payment</td> <td style="text-align: center;">0.05</td> <td>Overage Rate</td> </tr> <tr> <td>50,000 B&W Prints</td> <td style="text-align: right;">\$600</td> <td>Monthly Payment</td> <td style="text-align: center;">0.012</td> <td>Overage Rate</td> </tr> <tr> <td>9,000 Color Prints</td> <td style="text-align: right;">\$765</td> <td>Monthly Payment</td> <td style="text-align: center;">0.085</td> <td>Overage Rate</td> </tr> <tr> <td>B&W Flat Fee Printers</td> <td></td> <td>Monthly Payment</td> <td></td> <td></td> </tr> <tr> <td>total Monthly</td> <td style="text-align: right;">\$2,491</td> <td>Monthly Payment</td> <td></td> <td></td> </tr> </table>		Unlimited B&W Copies	\$626	Monthly Payment	N/A	Overage Rate	10,000 Color Copies	\$500	Monthly Payment	0.05	Overage Rate	50,000 B&W Prints	\$600	Monthly Payment	0.012	Overage Rate	9,000 Color Prints	\$765	Monthly Payment	0.085	Overage Rate	B&W Flat Fee Printers		Monthly Payment			total Monthly	\$2,491	Monthly Payment												
Unlimited B&W Copies	\$626	Monthly Payment	N/A	Overage Rate																																					
10,000 Color Copies	\$500	Monthly Payment	0.05	Overage Rate																																					
50,000 B&W Prints	\$600	Monthly Payment	0.012	Overage Rate																																					
9,000 Color Prints	\$765	Monthly Payment	0.085	Overage Rate																																					
B&W Flat Fee Printers		Monthly Payment																																							
total Monthly	\$2,491	Monthly Payment																																							
<p>Meters are reconciled quarterly unless otherwise noted: _____ Notes: Contract will Follow AZ State Contract Pricing</p>																																									
<p>Link360 Application</p> <p>AOT is committed to provide exceptional customer support during the term of this MPS agreement. Obtaining accurate real time equipment information such as supply levels and meter readings is vital in providing this level of support. Installation of the Link360 Application will allow automatated meter acquisition, resulting in improved billing integrity and proactive toner management, including automatic delivery. If Link 360 application is not installed customer will be required in obtain meter readings and provide them to AOT. Should meters not be provided as described in the terms of the Print Management Agreement, AOT reserves the right to estimate usage based on the average monthly volumes as stated on schedule "A".</p> <p align="center">Link 360 Application installed? Yes or No (circle one)</p>																																									
<p>Printed Name: _____ Title: _____ Signature: _____ Date: _____</p>																																									