

**CITY CLERK  
ORIGINAL**

C-10823  
05/03/2016

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ARIZONA OFFICE TECHNOLOGIES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 3 day of May, 2016, between the City of Glendale, an Arizona municipal corporation ("City"), and Arizona Office Technologies, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On July 1, 2013, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in Contract Number ADSP013-050379, which is incorporated by this reference. Contract Number ADSP013-050379 permits its cooperative use by other governmental agencies including the City. Contract Number ADSP013-050379 is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. Purchases can be made by governmental entities from the date of award, which was July 1, 2013, until the date the contract expires on June 30, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond June 30, 2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until June 30, 2016. The City, however, may renew the term of this Agreement for 2 one-year

periods until the Cooperative Purchasing Agreement expires on June 30, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the attached hereto as **Exhibit A**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed nine thousand five hundred dollars and no cents (\$9,500.00), which includes the expenditure detail in the proposed Equipment Sales Order and Print Services Agreement attached as **Exhibit A**, plus an allowance for taxes and overages.
- C. The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Cooperative Purchasing Agreement. City and Contractor agree that in such future purchases the City will have the rights and obligations enjoyed by the State of Arizona under the Cooperative Purchasing Agreement. The City will comply with all applicable laws regarding procurement and approval of such purchases.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

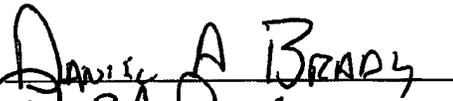
“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Arizona Office Technologies, Inc.  
an Arizona corporation

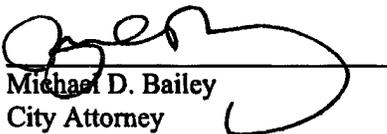
By:   
Kevin R. Phelps  
City Manager

By:   
Name:   
Title: President

ATTEST:

  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney





A Xerox Company

PRINT SERVICES AGREEMENT

AOT - A Xerox Company

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

**BILL TO:**

Customer Name: City of Glendale Police Department/A  
 Address: 6830 N 57th Dr  
 City/State/Zip: Glendale, AZ  
 Phone: 602-448-4089

**EQUIPMENT LOCATION:**

Customer Name: Same  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Reference State Procurement Contract # ADSP013-050379

Effective Start Date: Upon Delivery (mm/dd/yyyy) \_\_\_\_\_

Term Duration (check one): \_\_\_\_\_ 36 months \_\_\_\_\_ 48 months \_\_\_\_\_ 60 months  X

**Serviced Devices:**

Model	Serial Number	ID #	Start Meter
X7845			

For Additional Equipment Attach Schedule A: \_\_\_\_\_ Schedule A Attached: \_\_\_\_\_ Yes or No (circle one)

**Pricing Includes**

<u>Unlimited</u> B&W Copies	<u>\$40.00</u> Monthly Payment	<u>N/A</u> Overage Rate
<u>0</u> Color Copies	<u>N/A</u> Monthly Payment	<u>\$0.05</u> Overage Rate
<u>_____</u> B&W Prints	<u>_____</u> Monthly Payment	<u>_____</u> Overage Rate
<u>_____</u> Color Prints	<u>_____</u> Monthly Payment	<u>_____</u> Overage Rate
<u>_____</u> B&W Flat Fee Printers	<u>_____</u> Monthly Payment	
<u>_____</u> Color Flat Fee Printers	<u>_____</u> Monthly Payment	

Meters are reconciled quarterly unless otherwise noted: \_\_\_\_\_ Notes: \_\_\_\_\_

**Link360 Application**

AOT is committed to provide exceptional customer support during the term of this 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 automated 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 this Agreement, AOT reserves the right to estimate usage based on the average monthly volumes as stated on schedule "A".

Link 360 Application installed? Yes or No (circle one)

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages, including this face page.

Printed Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



A Xerox Company

## PRINT SERVICES AGREEMENT

AOT - A Xerox Company

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3501 E Speedway Blvd #145 Tucson, AZ 85716 520-989-3200

6737 Corsair Ave Prescott, AZ 86301 928-350-3100

## Print Services Standard Terms and Conditions

**General Scope of Coverage:** In this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturer's specifications); (b) use of options, accessories or products not provided by Company; (c) non-Company alterations, relocation, service or supplies; (d) loss or damage resulting from accidents, fire, water, or theft; (e) maintenance requested outside Company's normal business hours or this Agreement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields. A charge for toner consumption exceeding 110% of manufacturer's suggested yields may be charged at our current retail price. All supplies will be OEM compatible unless otherwise noted in this agreement. Supplies will be shipped via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, may be billed to the Customer. Special processing fees may be included for any method other than UPS Ground. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. Maintenance kits required within the first 30 days of the contract will be chargeable at a discounted rate off the current AOT published price. AOT reserves the right to replace the equipment rather than repair it, at no additional cost to the Customer, if it is determined by AOT service personnel that it is more cost effective. If equipment cannot be repaired in the field, AOT will provide a temporary loaner until the equipment is repaired and returned to the Customer site. In the event equipment cannot be repaired by AOT due to age, chronic failure, or parts availability, Customer has the option of purchasing new equipment, replacing the equipment permanently with "hot-wrap" equipment (if part of the agreement), or rebalancing the fleet. Onsite hours are from 8:00am to 5:00pm Monday through Friday excluding AOT Holidays. The AOT ID# must be provided with each service/supply order.

**Addition or Removal of Equipment:** Customer is required to immediately notify AOT upon installation of any non-AOT provided equipment at Customer's site capable of using AOT supplied toner cartridges. Upon installation, we have the option to designate such equipment as being covered by this Agreement and considered the Equipment for all purposes under this contract. If customer purchases or currently owns a Xerox device not purchased from AOT, this product may be excluded from this contract, at our discretion.

**TERM AND PAYMENT:** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, you agree to pay the Overage Rate for each Print that exceeds the applicable number and type of Prints provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

**WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY, OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

**LIMITATION OF LIABILITY:** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including lost profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

**DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

**ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

**NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.

**INDEMNIFICATION:** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

**FAX EXECUTION:** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

**MISCELLANEOUS:** (a) Choice of Law. This Agreement shall be governed by the laws of the state of Arizona (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

**AOT Hard Drive Data Removal/Disposal Policy:** Information security is vital for all companies in today's business environment. AOT provides a hard drive data removal/disposal service which is compliant with Defense Department hard disk wipe security standard 5220.22-M. Acceptance of this service will be in accordance with, and at the rates set forth in, the AOTG MFP Hard Drive Data Removal/Disposal certificate (attached hereto).

\_\_\_\_ (Customer Initials)