

# CITY CLERK ORIGINAL

C-8484  
06/07/2013



## MAINTENANCE AGREEMENT ARIZONA OFFICE TECHNOLOGIES A Global Imaging Systems Company

4220 East Cotton Center Blvd. Suite 100  
2440 Woodhurst Rd. Suite 179

Phoenix, Arizona 85040  
Tucson, Arizona 85708

(602) 343-8082  
(602) 935-3200

FAX (602) 343-8182  
FAX (602) 935-3346

BILL TO CUSTOMER # \_\_\_\_\_

EQUIPMENT LOCATION # \_\_\_\_\_

Company GLENDALE FIRE  
 Dept GRPSTC  
 Address 11550 W. GLENDALE AVE  
 City / St / Zip GLENDALE, AZ 85307  
 Contact LIS CORTES  
 Phone No. 623.930.4485  
 Fax No. \_\_\_\_\_  
 Special Instructions \_\_\_\_\_  
 P.O. # \_\_\_\_\_

Company GRPSTC  
 Address 11550 W. GLENDALE AVE  
 City / St / Zip GLENDALE, AZ 85307  
 Phone No. 623.772.7700  
 Fax No. 623.772.7150  
 Contact LIS CORTES  
 Department FIRE

### MAINTENANCE PLAN

Contract Type  Used  2 Year  Rental  Start Date 07-01-12  
 Annual  3 Year  Other \_\_\_\_\_  End Date 06-30-13

### BILLING TERMS

Billing Frequency  Monthly  Quarterly  Semi-Annually  Annually  
 Base Charge \$970 Copies Incl. BW 25,000 Color 9,000 Excess. per Copy BW .01 Color .08  
 Comment: \_\_\_\_\_  
 \*Supplies included  YES  NO \*There will be a \$10.00 charge per invoice for ALL billing terms other than annual.  
 \*Paper and Staples are not included unless noted. -

| MANUFACTURER | MODEL            | SERIAL NO. | ID NO. | BEG METER |
|--------------|------------------|------------|--------|-----------|
| CANON        | C5870U ImageLine | SJY14118   | 41273  |           |
|              |                  |            |        |           |
|              |                  |            |        |           |

Customer has read and agrees to the terms and conditions of this Maintenance Agreement as shown on the front and back of this agreement. Customer agrees to pay for services contained in this agreement in advanced based on rates then in effect. This agreement will renew automatically for successive periods until terminated by either party upon thirty days written notice. Please sign and return both copies. An invoice will follow.

|   |  |
|---|--|
| Customer Acceptance<br>X <u>[Signature]</u> <u>6.6.13</u><br>Authorized Signature or PO Number Date<br>X <u>RICHARD A. Bowers Acting City Mgr</u><br>Printed Name Title | Arizona Office Technologies<br>X <u>[Signature]</u> <u>5-17-13</u><br>Authorized Signature Date<br>X <u>[Signature]</u> <u>5-17-12</u><br>Printed Name Title |
|---|--|

Approved as to form

[Signature]  
City Attorney

ATTEST.

[Signature]  
City Clerk

# Arizona Office Technologies

## Terms and Conditions

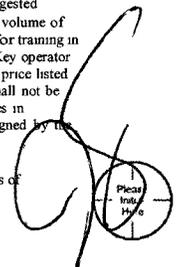
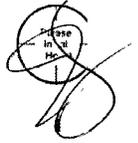
### Sales Order Terms and Conditions

- 1 This purchase Order Agreement states the entire agreement between Customer and Arizona Office Technologies, hereafter referred to as "AOT". No other agreements or representations exist in connection with this order. Modifications or additions are subject to AOT's agreement in writing. AOT rejects any terms and conditions which add to, limit or alter these terms, however stated. Customer's signature on an order or acceptance of delivery shall constitute Customer's acceptance of these terms and conditions.
- 2 This Purchase Order Agreement shall be effective only upon written acceptance by AOT at its home office without notice to Customer. This order may not be canceled after acceptance by AOT.
- 3 If Customer's order is accompanied by a deposit payment, Customer authorizes AOT to collect and deposit such payment in AOT's account pending acceptance or rejection of Customer's order. If AOT rejects Customer's order, Customer's deposit payment will be refunded without interest. If AOT accepts Customer's order, Customer's deposit payment will be credited against the amount due AOT on Customer's order. In the event Customer fails to accept or pay for ordered AOT equipment or programming, AOT shall have the right to retain and apply such deposit toward satisfaction of resulting damages incurred by AOT and as partial compensation for the value of any benefits conferred on Customer by AOT.
- 4 All risk of loss or destruction or damage to the ordered equipment shall pass to Customer upon delivery.
- 5 ~~Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under this Agreement, you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement is changed in any way. You hereby appoint us (or our agents) as your true and lawful attorney in fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agent) with the same force and effect as if you had signed such financing statements. If we request, you agree to sign the financing statements in order for us to publicly record our security interest. This Agreement or a copy of this Agreement shall be sufficient as a financing statement and may be filed as such.~~
- 6 Duties, sales, use, excise or similar tax which may apply to this order are not included in the price of ordered equipment and Customer agrees to pay same either directly to the levying authority or to AOT if AOT is required to collect or pay same.
- 7 AOT warrants to Customer that the equipment delivered under this Agreement will at the time of delivery be free of defects of manufacture. During the warranty period applicable to the equipment, AOT will provide at no cost to Customer adjustments, repair, labor and parts replacement, excluding repairs required due to accident, misuse or neglect by the Customer. The foregoing shall be Customer's sole and exclusive remedy with respect to equipment provided by AOT. This warranty is in lieu of all other warranties, expressed, implied and statutory, including any warranty with respect to merchantability or fitness for a particular purpose.
- 8 AOT shall not be liable for consequential, incidental or punitive damages or for loss of profits arising out of or related to equipment or programming ordered by the customer. Whether such damages be direct, indirect, foreseeable or otherwise and whether liability is claimed to arise by reason of contract, tort, strict liability, negligence or otherwise in no event shall AOT's liability to customer exceed the price of ordered equipment stated in this order.
- 9 AOT shall not be liable for failure to deliver or for delays in delivery occasioned in whole or in part by causes beyond its control including without limitation, strikes and other labor disputes, fires, embargoes, war or civil disturbance, acts of God, inability to obtain transportation or shipping space, machinery breakdowns, delays of carriers or suppliers and government acts or regulations, official or unofficial.
- 10 This order shall be governed by and construed in accordance with the laws of the State of Arizona.
- 11 Customer assumes all responsibility for provision of required electrical service meeting U.L. and applicable Code standards.
- 12 If face of this order indicates rental the equipment remains the property of AOT and title shall not pass to Customer as stated in paragraph 4. In such event, customer will return equipment upon expiration of rental in as good condition as received, reasonable depreciation from normal use excluded. Rental charges include maintenance as if under Maintenance Guarantee Contract.

### Equipment Maintenance Agreement Terms & Conditions

- 1 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. Damage to the equipment or its parts arising out of misuse, abuse, negligence or causes beyond AOT's control are not covered. AOT may terminate the agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by AOT, or if parts, accessories, components or supplies not authorized by AOT are fitted to or used in the equipment.
- 2 Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repairs or replacement of parts described in Paragraph 3.
- 3 Service calls under this agreement will be made during AOT's normal business hours at the Installation address shown on the reverse side of this agreement. Normal business hours are Monday through Friday from 8:00a.m. to 5:00p.m. Travel and labor time for service calls after AOT's normal business hours, on weekends and holidays, if and when available, will be charged at AOT's overtime rates in effect at the time that the service call is made. 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, paragraph 1 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 on the front of this document, connected equipment will be covered up to the computer/network connection, service calls caused by computer/network will be charged at the current published hourly labor rate, digital connected equipment must be accompanied by a "Scope of Work" agreement.
- 4 When in its sole discretion AOT determines a shop reconditioning is necessary to keep the equipment in working condition, AOT will submit to customer an estimate of the needed repairs and the cost thereof, which will be in addition to the charge payable under this extended warranty agreement. AOT will provide the customer with a loaner machine, charging only for copies/pages/prints/scans made at the rate listed on the front of this agreement, while their equipment is being reconditioned. Copier drums will be included, if necessary, only if this agreement is drum inclusive. If the customer does not authorize such reconditioning, AOT may discontinue service of the equipment under this agreement, refunding the unused portion (the lesser of time or copies) of the agreement charge or may refuse to renew this agreement upon expiration. Thereafter, service will be available on a "Per Call" basis at published rates.
- 5 This agreement shall become effective upon receipt of payment by AOT of the maintenance charges provided on the reverse side hereof and coverage shall be continuous for either timeframe or number of copies/pages/prints/scans allowed as specified on the reverse side, whichever occurs first. In the event that said allowable copies are exhausted, AOT will continue to maintain said equipment at the per copy rate set forth on the reverse side, termed as copy excess, billed in arrears on a monthly basis. In this occurrence the customer has the option to either tender payment when due or contact AOT to renegotiate said contract. Unless notified in writing thirty(30) days prior to the expiration date hereof by the customer or AOT, this extended warranty agreement shall be automatically renewed for the same successive period of time upon the same terms and conditions as stated herein and shall be subject to any price/rate increase at any twelve (12) month intervals thereafter. There will be a \$10.00 charge per invoice for ALL bill terms other than annual.
- 6 This agreement may not be transferred if equipment is sold, or title is transferred. This agreement is non-refundable.
- 7 The initial charge for maintenance under this agreement shall be the amount set forth as the "Rate" on the reverse side hereof. The maintenance charge with respect to any renewal term will be AOT's charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within fifteen (15) days of the date of invoice for such charges. Customer understands that use of sub-standard 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 promptly when due. Customer agrees that, should they have any past due balances with AOT for any reason, service under this agreement will be suspended until such past due balances have been satisfied.
- 8 If the customer does not pay all charges for maintenance or parts as provided hereunder promptly when due (1) AOT may (a) refuse to service the equipment or, (b) furnish service on a C.O.D. "Per Call" basis at published labor rates and (2) the customer agrees to pay AOT's costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to AOT. All equipment sold by AOT is designed to give excellent performance when operated within the following guidelines. Equipment must be placed in a normal office setting, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes. Equipment must be operated on an isolated electrical line. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlet. Equipment must be connected to a power protection device as recommended by AOT. Equipment should be operated within the specified operational (including usage) specifications. Only supplies within manufacturer required specifications may be used (refer to paragraph 7). If the customer operates any equipment outside the above listed guidelines and thereby causes abnormally frequent service calls or service problems, then AOT may at its option, terminate this agreement immediately. In that event, the customer will be offered service on a "Per Call" basis at published rates. In the event that the equipment is moved from the installation address set forth on the reverse side of this agreement, then, at AOT's option, the agreement pertaining to the moved equipment may be terminated or an additional service charge may be added to the basic charge set forth on the reverse side of this agreement. If, in the course of moving the equipment the customer or his agent causes damage to the equipment, the customer will be responsible for any service charges necessary to bring the equipment back into full operational specification and operation.
- 9 Other than the obligations set forth herein, AOT disclaims all warranties, expressed or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. AOT shall not be responsible for direct, incidental or consequential damage, including, but not limited to, damages arising out of the performance of the equipment or the loss of use of the equipment and customer hereby waives any claims related thereby.
- 10 This agreement shall be governed by and construed according to the laws of the State of Arizona applicable to agreements wholly negotiated, executed and performed in Arizona. It constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of AOT and the customer. If toner is included, the consumption shall be within 10% of the manufacturer's suggested yields. A charge for toner consumption exceeding 10% of the manufacturer's suggested yields will be charged at current retail price. For all contracts including toner, a freight fee will be assessed based on volume of use. Full Service Maintenance is only available for equipment having a valid manufacturer serial number and UL certification. The customer agrees to make available and designate a suitable key operator for training in the use of the equipment. Should the employment status of a designated operator change so as to affect the operator's availability to perform the assignment, the customer shall inform AOT immediately. Key operator shall also be responsible for providing AOT with monthly meter readings. Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the purchase price listed on the reverse side of this agreement. Customer agrees that AOT shall have full and free access and sufficient workspace to provide service on the equipment covered by this agreement. This agreement shall not be effective until it has been approved and accepted by AOT. This agreement sets forth the entire understanding of the parties with respect to the subject matter contained herein and is binding upon both parties in accordance with the terms and conditions. There are no understandings, representations and agreements other than those set forth herein. This agreement shall not be amended or altered except in writing signed by the authorized representatives of the parties.

ADDENDUM Cardiac Science agrees to comply with the provisions in the attached Addendum relating to Immigration Law Compliance, Prohibitions against business operations in Iran and Sudan, and Conflicts of Interest.



**ADDENDUM**  
**Cardiac Science**  
**Arizona Office Technologies (Agreement No. )**

Cardiac Science "Contractor" further agrees as follows:

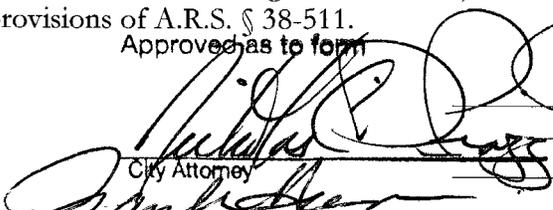
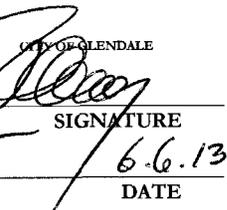
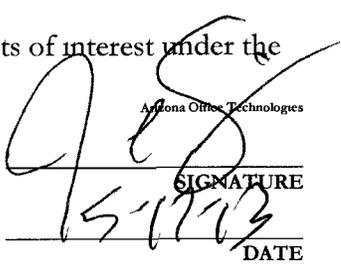
**I. Immigration Law Compliance.**

- A. Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Contractor's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**II. Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

**III. Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

Approved as to form

|         |   |  |   |
|---------|---|--|---|
| ATTEST: | <br>_____<br>City Attorney | <br>_____<br>CITY OF GLENDALE<br>SIGNATURE<br>6.6.13<br>DATE | <br>_____<br>Arizona Office Technologies<br>SIGNATURE<br>5-17-13<br>DATE |
|---------|---|--|---|