

Xerox Print Services Agreement

XPS Services Contract # 7078493-002



Customer: CITY OF REDLANDS

BillTo: CITY OF REDLANDS
POLICE DEPT
ACCOUNTS PAYABLE
30 CAJON ST
REDLANDS, CA 92373-4710

Print Services Summary

Xerox Print Services Term

36 Months from Services Commencement Date

Addenda/Attachments to this Order

- Addendum 52050
- XPS Addendum under SSA/SSO
- Exhibit A - Pricing
- Exhibit B - Managed Device Listing
- Xerox Print Services Description of Services

Authorized Signatures

Customer acknowledges receipt of the terms of this agreement which consists of 1 pages including this page.

Signer: N. Enrique Martinez Phone: 909-798-7507

Signature: [Signature] Date: 8/26/14

ATTEST: Sam Irwin, City Clerk [Signature]

Agreement Presented by:

Ian O. Donnel
Matt Mohla

Phone: (909) 810-0799

Xerox Authorized Signature: _____

Date: 8/27/14

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THIS XEROX PRINT SERVICES ADDENDUM ("XPS Addendum") amends Services Contract No. 7078493-002 under Services and Solutions Agreement No. 7078493 ("SSA") between CITY OF REDLANDS ("Client") and Xerox Corporation ("Xerox") to add the devices identified in Exhibit B of this XPS Addendum.

1. DEFINED TERMS.

- a. "Break Fix Services" means the device repair or exchange services described in the DOS or SOW, as applicable.
 - b. "Equipment Agreement" means the agreement between Client and Xerox under which Xerox provides "Maintenance Services" or "Basic Services" (as those terms are defined in the applicable Equipment Agreement) for a Xerox Contracted Device.
 - c. "Managed Device(s)" means the devices identified in Exhibit B.
 - d. "Services Commencement Date" means the date that Xerox reasonably determines that Break Fix Services and Supplies, as applicable, are available for the Managed Devices.
 - e. "Supplies" means toner or ink provided by Xerox for certain of the Managed Devices, as identified in Exhibit A.
 - f. "Xerox Contracted Device(s)" means a Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services under an Equipment Agreement.
 - g. "XPS Services Contract" means the Services Contract identified above, including any Orders, amendments, addenda and exhibits thereto.
 - h. Capitalized terms not defined above or elsewhere in this XPS Services Contract will have the meaning assigned to them in the SSA, the Equipment Agreement(s), the SOW or DOS, or the Exhibits hereto.
2. **XPS SERVICES.** Xerox will perform the services for the Managed Devices described in the Xerox Print Services Statement of Work ("SOW") or Xerox Print Services Description of Services ("DOS") attached to the XPS Services Contract ("XPS Services").
 3. **REPAIR SERVICES.** Xerox will perform the repair services identified in the DOS or SOW for the Managed Devices. Break Fix Services exclude repairs due to: (i) misuse, neglect, abuse or operation of a Managed Device outside of original equipment manufacturer ("OEM") specifications; (ii) failure of the Client PC to comply with the OEM's published specifications; (iii) act of God or other force majeure event; (iv) relocation, alterations, or use of options, accessories, service or supplies not provided by Xerox; (v) failure to perform any Client responsibilities identified in the SOW or DOS or (vi) acts or omissions of Client or any party not affiliated with Xerox. Replacement parts may be new or used and all removed, replaced parts become Xerox's property.
 4. **SUPPLIES.** Xerox will provide the supplies identified in the DOS or SOW for the Managed Devices. Supplies may be new, remanufactured or reprocessed. Supplies are Xerox's property until used by Client, and Client will use them only with the Managed Devices. Upon request, Client will provide an inventory of Supplies in its possession. Upon expiration or termination of the XPS Services Client will, at Xerox's option and expense, return any unused Supplies to Xerox, permit access to its facilities to permit collection, or dispose of them as directed in writing by Xerox.
 5. **CLIENT RESPONSIBILITIES.** Client will perform the Client responsibilities identified in the SOW or DOS.
 6. **PRICING.** The pricing for XPS Services for the Managed Devices is identified in Exhibit A. Xerox may adjust such XPS Services pricing annually and as identified in Exhibit A.
 7. **TERMINATION.** Neither party may terminate the XPS Services during the first twelve (12) months after the Services Commencement Date. Thereafter, either party may, upon 90 days written notice to the other party, terminate the XPS Services. In addition, Xerox will have the right to terminate the XPS Services upon not less than 30 days written notice if the Services Commencement Date has not occurred, for any reason whatsoever, within 90 days after the date this XPS Addendum is accepted by Xerox. The expiration or termination of the XPS Services will not affect any of the Equipment Agreement(s), or any other agreement with Xerox under which Client acquired Xerox Contracted Device(s), each of which will remain in full force and effect until the end of its term.
 8. **INVOICING.** Client will be invoiced for XPS Services in a standard Xerox format. The Total Monthly Minimum Charge ("MMC") identified in Exhibit A is billed monthly in advance through the end of the month in which the termination effective date occurs. If the Services Commencement Date is other than the first day of a month, a prorated amount of the MMC will be billed for the first month, based on the number of days XPS Services were provided in such month. If a Managed Device is added to the XPS Services Contract during a month, billing of the Monthly Fee for such device will start with the next monthly invoice. If a Managed Device is removed from the XPS Services Contract during a month, billing of the Monthly Fee for such device will continue through the end of the month. The Excess Charge per Impression ("ECI") identified in Exhibit A is billed in arrears on a quarterly basis for all impressions in excess of three times the Monthly Minimum Print Volume ("MMPV") identified in Exhibit A. If the Services Commencement Date is other than the first day of a month, the Monthly Minimum Print Volume ("MMPV") for the first month will be prorated, based on the number of days XPS Services were provided in such month, and the ECI will be billed based on the prorated MMPV. Invoicing and payment for Xerox Contracted Devices will be governed by the terms and conditions of the applicable Equipment Agreement.
 9. **REMOTE SERVICES.** Certain Networked Laser Devices are supported and serviced using data that is automatically collected by Xerox from such devices via electronic transmission to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download any Client data, documents or other information residing on or passing through such devices or Client's information management systems.
 10. **MISCELLANEOUS.** The terms and conditions in this XPS Addendum are applicable only to the XPS Services for the Managed Devices covered under this XPS Addendum and are not applicable to any other Products under the XPS Services Contract, any other Services Contract under the SSA, or any Equipment Agreement. Except as set forth above, the XPS Services Contract will continue in full force and effect. In the event of a conflict between the terms and conditions of the XPS Services contract and this XPS Addendum, this XPS Addendum will control.



IN WITNESS WHEREOF, duly authorized representatives of Client and Xerox have executed this XPS Addendum.

CITY OF REDLANDS

By: _____

Name: _____

Title: _____

Date: _____

XEROX CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A - Pricing



XPS Services Contract # 7078493-002

Pricing Summary

Xerox Print Services Term

36 Months from Services Commencement Date

Print Services Total

Total Monthly Minimum Charge: \$1,214.76

- Excludes applicable taxes

Networked Laser Devices

Black & White / Color	Monthly Minimum Print Volume	Charge per Impression	Monthly Minimum Charge	Excess Charge per Impression	Meter Reconciliation Period
Color	1,293	\$0.1200	\$155.16	\$0.1200	Quarterly
Black & White	554	\$0.0120	\$6.65	\$0.0120	Quarterly

Supplies Only: MICR toner is not included. Supplies, maintenance kits and drums are included.

Networked Laser Devices

Black & White / Color	Monthly Minimum Print Volume	Charge per Impression	Monthly Minimum Charge	Excess Charge per Impression	Meter Reconciliation Period
Color	7,536	\$0.1200	\$904.32	\$0.1200	Quarterly
Black & White	9,969	\$0.0120	\$119.63	\$0.0120	Quarterly

MICR toner is not included. Break Fix Services, Supplies, maintenance kits and drums are included.

Monthly Supplies Shipping Charge: \$29.00

Summary of Device Count Variability

Device Type	Black & White / Color	Device Count	Allowed Device Count Variability
Networked Laser Devices	Color	4	10%
Networked Laser Devices	Black & White	0	10%
Networked Laser Devices	Color	11	10%
Networked Laser Devices	Black & White	9	10%

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Exhibit B - Managed Device Listing**XPS Services Contract # 7078493-002****Networked Laser Devices**

Brand	Model Name	Serial	Black & White / Color
SAMSUNG	CLP-320N	Z5ZRBABE702583Y	Color
SAMSUNG	CLP-320N	Z5ZRBADB800071Y	Color
SAMSUNG	CLP-320N	Z5ZRBABBC00385Z	Color
SAMSUNG	CLP-320N	Z5ZRBABB900571A	Color

Networked Laser Devices

Brand	Model Name	Serial	Black & White / Color
XEROX	PHASER 8560N	FBT288977	Color
XEROX	PHASER 8560N	FBT202937	Color
XEROX	PHASER 8560DN	FBT360367	Color
XEROX	PHASER 8560DN	FBT286368	Color
XEROX	PHASER 8560DN	FBT272645	Color
XEROX	PHASER 8550DT	WYP036085	Color
XEROX	COLORQUBE 8570DN	XFN153829	Color
XEROX	COLORQUBE 8570DN	XFN050027	Color
XEROX	COLORQUBE 8570DN	XFN039611	Color
XEROX	COLORQUBE 8570DN	XFN000644	Color
HEWLETT-PACKARD	LASERJET P4015	CNDY421461	Black & White
HEWLETT-PACKARD	LASERJET P3005	CNR1P09063	Black & White
HEWLETT-PACKARD	LASERJET 4350	CNGXG32131	Black & White
HEWLETT-PACKARD	LASERJET 4200	USBNL06789	Black & White
HEWLETT-PACKARD	LASERJET 4050	USQX038208	Black & White
HEWLETT-PACKARD	LASERJET 4000N	SG772N902M	Black & White
HEWLETT-PACKARD	LASERJET 4000	USNC060152	Black & White
HEWLETT-PACKARD	LASERJET 1200	CNCB741721	Black & White
HEWLETT-PACKARD	COLOR LASERJET 3600DN	CNWDF40024	Color
DELL	2335DN MULTIFUNCTION LASER PRI	5N87FG1	Black & White

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THIS ADDENDUM ("Addendum") amends the Xerox Print Services Agreement (No. 7078493-002) ("the Agreement") between the City of Redlands ("Client") and Xerox Corporation ("Xerox"), executed concurrently herewith.

The following is added to the Agreement:

In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce or interpret any of the terms of this Agreement shall be brought in San Bernardino County, California.

XEROX CORPORATION

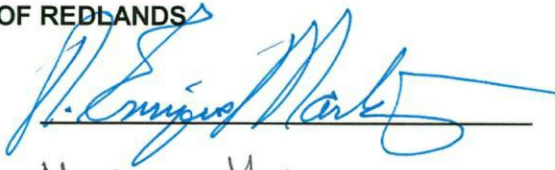
By: 

Name: Ian O'Donnell

Title: VP-Sales

Date: 8/27/14

CITY OF REDLANDS

By: 

Name: N. Enrique Martinez

Title: City Manager

Date: 8/26/14

ATTEST:

By: 
Sam Irwin, City Clerk

Xerox Print Services Description of Services



Client: CITY OF REDLANDS

XPS Services Contract Number: 7078493-002

SERVICES COMMENCEMENT DATE. Xerox will notify Client in writing when Xerox reasonably determines that Break Fix Service and Supplies, as applicable, are available for the Managed Devices ("Services Commencement Date"). Xerox Contracted Devices may be installed prior to the Services Commencement Date. Regardless of the Services Commencement Date for Managed Devices, Basic/Maintenance Services and Consumable Supplies for Xerox Contracted Devices are provided as of the installation date per the terms of the Equipment Agreement.

1. **DEVICE MANAGEMENT SERVICES.** Xerox will use the Xerox Tools and Xerox Client Tools (collectively "Tools") to monitor networked Managed Devices. The Tools provide automatic service and supplies alerts to the Xerox Help Desk (e.g. low toner), automated meter collection, new device discovery, and device data collection for reporting. The Tools periodically scan the Client's network for devices which may be eligible to be Managed Devices. Devices identified through this process may be added as Managed Devices and billed at the rates identified in Exhibit A to the XPS Services Contract.
2. **REPAIR SERVICES.**
 - a. For Xerox Contracted Devices, Xerox will provide Basic Services or Maintenance Services per the Equipment Agreement.
 - b. For Managed Devices identified as "Break Fix Service included" in Exhibit A to the XPS Services Contract, Xerox will keep the Managed Devices in good working order as set forth below ("Break Fix Services"). If a Managed Device failure cannot be resolved remotely, Xerox will dispatch a service technician to perform Break Fix Services, which will usually be the next business day. For select Managed Devices identified on Exhibit B that do not qualify for on-site Break Fix services, Xerox will provide Device Exchange services. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) from 8:00AM to 5:00PM local time ("XPS Service Hours"). Technicians are not dispatched for preventative maintenance or cleaning.
 - c. If Xerox determines that a Managed Device is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, Xerox will discontinue Break Fix Service and Client may: (i) replace such device at its own expense with a device that is then supported by Xerox; or (ii) notify Xerox to delete such device from the XPS Services Contract.
 - d. Basic/Maintenance Services and Break Fix Services may be initiated by the Tools for networked Managed Devices, or by Client calling the Xerox Help Desk.
3. **SUPPLIES.**
 - a. For Xerox Contracted Devices, Xerox will provide Consumable Supplies in accordance with the Equipment Agreement.
 - b. For Managed Devices identified in Exhibit A as "Supplies included", Xerox will furnish the Supplies identified in the XPS Services Contract. Xerox will provide OEM compatible Supplies when available. If Client requires OEM Supplies other than Xerox, Client will be billed for such OEM Supplies. Xerox is not liable for constrained or discontinued Supplies. The Monthly Supplies Shipping Charge identified in Exhibit A to the XPS Services Contract covers standard ground shipping. The cost of second day, overnight, or other non-standard shipping will be billed to Client.
 - c. Requests for Supplies and Consumable Supplies may be placed by the Tools or by Client calling the Xerox Help Desk. For those Managed Devices that do not proactively communicate low toner or out of toner status or alerts, the Client will have to order Supplies or Consumable Supplies directly from the XPS Help Desk when required. To prevent excessive shipment of Supplies or Consumable Supplies, Xerox may: (i) check the current toner level to validate a low toner condition; and (ii) check the metered impression volume since the last shipment to determine if impression volume exceeds the expected yield. If these conditions are not satisfied, Supplies or Consumable Supplies will be billed to Client. Cleaning kits and print media (e.g. paper) may be ordered from the Xerox Help Desk and will be billed to Client. Xerox may not provide Supplies or Consumable Supplies if a current meter read is not received for a networked Managed Device.
4. **XEROX HELP DESK.** The Xerox Help Desk is available during the XPS Service Hours to receive, track, escalate, process and close service issues, remotely resolve certain issues, and process Client requests for Break Fix Services, Supplies and Consumable Supplies.
5. **MOVE, ADD, CHANGE, DISPOSE PROCESS.** The Move, Add, Change and Dispose ("MACD") process is used to track and revise the Managed Devices. Under the MACD process, "Adds", "Changes" and "Disposals" may modify the amount billed. For transactions that involve acquisition or termination of Xerox Contracted Devices, the terms of the Equipment Agreement will govern. Early termination or other charges, if any, for a terminated Xerox Contracted Device will be billed according to the terms of the Equipment Agreement.
6. **REPORTING.** Xerox standard monthly reports will be provided for the Managed Devices.
7. **CLIENT RESPONSIBILITIES.** Client will:
 - a. Provide a Customer Asset Coordinator ("CAC") as its primary point of contact with Xerox during the start-up, implementation and ongoing delivery of XPS Services. The CAC is authorized to process and approve MACD transactions.
 - b. Provide a Customer IT Contact as its primary contact to Xerox to facilitate IT related activities and processes.
 - c. Provide or validate MACD information and approve changes in Managed Device status as they occur, through the MACD process.
 - d. Notify the Xerox Help Desk if Client wishes to relocate a Managed Device, and Xerox will advise Client if XPS Services are available at the new location.
 - e. Assure that networked Managed Devices are Simple Network Management Protocol ("SNMP") enabled and can route SNMP over the network.
 - f. Provide a dedicated PC or server, as required, that is connected to Client's network at all times ("Client PC"), and allow Xerox to install, use, access, update and maintain the Tools on the Client PC. The Tools cannot be installed on a PC or server where other SNMP-based applications or other Xerox Tools are installed, because they may interfere with the Tools.
 - g. Ensure that proper virus protection is installed, maintained, and enabled on the Client PC and any servers, desktop workstations, laptop computers and other hardware attached to or hosting any data on Client's network or output environment. Xerox is not responsible for the disruption of XPS Services or loss of functionality of the Tools caused by any of the foregoing. If the Tools become inoperable due to Client implemented changes to its network, Xerox will work with Client to re-install Tools.

Xerox Print Services Description of Services



Client: CITY OF REDLANDS

XPS Services Contract Number: 7078493-002

- h. Assist in implementation of the Tools by providing relevant network information such as the IP address ranges or subnets on which networked Managed Devices reside.
 - i. Distribute Supplies and Consumable Supplies within Client's site (or facilitate Xerox contracted on-site resource to perform this task) and install them in Managed Devices and clear paper jams.
 - j. Resolve any Client network or PC hardware or software issues, or Managed Device software or printing issues not caused by a hard device failure.
 - k. Replace Managed Device cartridges and CRUs (or facilitate Xerox contracted on-site resource to perform this task).
 - l. Respond to call from service technician to validate location and inoperable condition of Managed Device and provide reasonable access to Client's facilities and personnel as required for the performance of XPS Services.
 - m. Ensure that Managed Devices are installed and operating within the OEM's specifications and are readily accessible to the Xerox authorized service representative.
 - n. Submit meter data for networked Managed Devices when such data cannot be provided by the Tools and work with Xerox to enable the Tools to automatically provide meter data from such Devices. If a meter read for a Device has not been provided by the Tools or submitted by Client for 45 days, Xerox may discontinue provision of Supplies and/or Break Fix Services for that Device. If a meter read has not been provided for more than 60 days, Xerox may, at its sole discretion, dispose of the Device from the XPS Services Contract and notify Client.
 - o. Request Basic/Maintenance Services, Break Fix Services, Supplies and/or Consumable Supplies from the Xerox Help Desk for Managed Devices that are not compatible with the Tools.
 - p. Grant or transfer to Xerox sufficient rights to use software owned, licensed or otherwise controlled by Client, as required, solely for the purpose of providing XPS Services.
 - q. Legally dispose of wastes generated from use of Managed Devices and associated Supplies and CRUs.
 - r. Be solely responsible for: (i) determining whether any Managed Devices are under an existing service, warranty, extended warranty and/or supply contract with the manufacturer or a third party dealer, reseller or service provider ("Pre-Existing Contract"); (ii) what action(s), if any, Client should take with respect to Pre-Existing Contracts; and (iii) the payment of any early termination fees or other charges associated with the termination of any Pre-Existing Contract.
8. Xerox will not be liable for delays or services failures, including but not limited to implementation delays, if Client does not perform or facilitate completion of its designated responsibilities.
9. **DEFINITIONS.** Capitalized terms that are not defined below or elsewhere in this Description of Services have the meaning assigned to them in the XPS Services Contract or Equipment Agreement, including any Orders, amendments or addenda thereto.
- a. **Asset Management Database:** A database that is hosted and maintained by Xerox to facilitate the XPS Services and record and provide reporting on Device activities.
 - b. **CRU:** Client replaceable units or items that an operator can install without service assistance.
 - c. **Device Exchange:** Onsite Break Fix Services are not available for a limited number of Managed Device models, which are designated as "Device Exchange" models in Exhibit B to the XPS Services Contract. If a Device Exchange model requires repair, Xerox will ship a replacement device to the Client. Client will then ship the defective unit back to Xerox within a specified timeframe or be billed for the replacement device.
 - d. **Equipment Agreement:** The agreement between Client and Xerox under which Xerox provides Maintenance Services or Basic Services, as applicable, for a Xerox Contracted Device.
 - e. **Managed Device(s):** The devices identified in Exhibit B of the XPS Services Contract.
 - f. **Xerox Contracted Device(s):** A Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services, as applicable under an Equipment Agreement.
 - g. **XPS Services:** The services described in this Description of Services.
 - h. **XPS Services Contract:** The agreement between Client and Xerox identified above, including any Orders, amendments or addenda thereto, which sets forth the terms and conditions governing this Description of Services.