

**SERVICE AGREEMENT FOR
COPY CENTER AND MAILROOM SERVICES
CITY OF FLAGSTAFF
and
XEROX CORPORATION**

This Agreement for Copy Center and Mailroom Services ("Copy Center Agreement") is made by and between the City of Flagstaff ("City"), a Municipal Corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and ~~Xerographics of Flagstaff~~ Xerox Corporation, a ~~Corporation~~ corporation with an office at ~~2222 E. Johnson Ave., Flagstaff, Arizona 8600445~~ 445 Glover Avenue, Norwalk, CT 06850 ("Provider"), effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement for Copy Center and Mailroom Services for the City's Management Services Division; and

B. Provider has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work outlined in Request for Proposals (RFP) name: Copy Center and/or Mailroom Services, RFP number: 2013-42, ~~attached to this Agreement as Exhibit A;~~ For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to provide the services ("Services") and equipment ("Equipment"), as set forth in detail in the Statement of Work ("SOW") ~~Exhibit "A" ("Services")~~ attached hereto as Exhibit A, the Services and Solutions Agreement between the parties executed concurrently herewith (the "SSA") and the Services Solutions Order executed concurrently herewith (the "SSO"), all of which are hereby incorporated as part of this Agreement and adopted by reference. The parties agree that the Copy Center Agreement will be the primary agreement with respect to the copy center and mailroom services, and that in the event of any conflict among the documents the order of precedence shall be as follows:

- a. The Copy Center Agreement
- b. The SOW
- c. The SSA
- d. The SSO

2. COMPENSATION OF PROVIDER

The City agrees to make monthly payments, to Provider, in the amount of Six Thousand Four Hundred Forty Three Dollars and Eleven Cents (\$6,443.11) for satisfactory performance of ~~the CopyCenter and Mailroom~~ Services.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement. Provider is not obligated to accept additional City requests for services, depending on circumstances with

other work being performed for other clients. A change order shall be approved for any other additional services.

3.2 Provider's Control of Work. All ~~S~~services to be provided by Provider shall be performed ~~determined by the City~~ in accordance with the ~~Scope of Services~~SOW set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the ~~S~~services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion in accordance with Exhibit A. This right of inspection and supervision shall include, but not limited to reports requested by the City to be provided by Provider to the City in a form agreed to by the parties. The City shall have the right to audit Provider's records pertaining to the services.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative:

~~To Provider:~~

Andy Wagemaker
Revenue Director
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001

~~To Provider:~~

Sheryl Snyder, Services Development Executive, NAAO
Xerox Corporation
445 Glover Avenue, Norwalk, CT 06850

~~Tracey Arvieux~~

~~Agent Owner~~

~~Xerographics of Flagstaff~~

~~2222 E. Johnson Ave.~~

~~Flagstaff, Arizona 86004~~

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including

death), or loss or damage to tangible or intangible property to the extent caused, ~~or alleged to be caused, in whole or in part~~, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims to the extent arising ~~solely~~ from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City. Notwithstanding the foregoing, Provider's obligations with respect to intellectual property shall be in accordance with the Services and Solutions Agreement ("SSA") executed by the parties concurrently with this Copy Center Agreement.

6. INSURANCE

Provider and subcontractors, if any, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)
General Aggregate \$2,000,000
Products/Completed Operations Aggregate \$1,000,000
Personal and Advertising Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage (any one fire) \$500,000
Medical Expense (any one person) Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof.)
Combined Single Limit Per Accident \$1,000,000
for Bodily Injury and Property Damage

~~3. Commercial General Liability \$1,000,000~~

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be noted to the City. However, the Proposer shall be solely responsible for any self insured and/or deductibles associated with the Proposer's insurance coverage.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages:

a. The City of Flagstaff, its officers, officials, and employees are additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Provider; ~~including the City's general supervision of the Provider;~~ products and completed operations of the Provider: and automobiles owned, leased, hired or borrowed by the Provider.

b. The Provider's insurance shall contain broad form contractual liability coverage.

c. The Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.

d. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this contract.

f. The policies shall contain a waiver of subrogation (not including auto) against the City, its officers, officials, and employees for losses arising from work performed by the Provider for the City.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Provider for the City.

6.1 Notice of Cancellation. . Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff, Purchasing Division
211 W. Aspen Ave.
Flagstaff, Arizona 86001

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above required

minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Rick Compau, C.P.M., CPPO, CPPB, Purchasing Director, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ. 86001**. The City project/contract number and project description shall be noted on the certificate of insurance. ~~The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time.~~ The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 Subcontractors. ~~Providers' certificate(s) shall include all subcontractors as additional insureds under its policies or~~ Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a

default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. In the event that Provider does not cure such Event of Default within a reasonable time 30 days of receipt of such notice, Upon the giving of notice, the City

may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or Provider without prior written consent of the other.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This [Copy Center Agreement, including Exhibit A, together with the SSA \(collectively, the "Agreement"\)](#) represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City shall notify Provider of such occurrence, and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to Provider under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.11 Compliance with Federal Immigration Laws and Regulations. Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty"). A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

The provisions of this Article must be included in any contract the Provider enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.12 Subcontractors. This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the City. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

8.13 Waiver. No failure to enforce any condition or covenant of this Agreement by the City shall imply or constitute a waiver of the right of the City to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the City of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

9. DURATION

This Agreement shall become effective upon the Purchasing Director's issuance of a formal Notice to Proceed letter, and shall continue in force for an initial term of five (5) years, unless sooner terminated as provided above. Upon mutual agreement between the City and Provider, this Agreement may be renewed for a maximum of one (1) additional five (5) year term, upon mutual agreement from both parties. The Purchasing Director of the City has authority to bind the City only for the purpose of renewing the term of this Agreement as described in this section. Notice to Proceed Date: _____

City of Flagstaff

Provider

Kevin Burke, City Manager

Sheryl Snyder,
Services Development Executive

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Execution:

EXHIBIT A

SCOPE OF WORK

Service(s) Provided: Administrative & Account Management

Service Component Work Process Descriptions Service Configuration Parameters Service Market

Code₁

Customer Interface

The Xerox Account Associate is available on call to provide contracted services to the client.

The Xerox Account Associate shall be available on call to provide contracted services to the client on the following days of the week:

Monday thru Friday.

For 8 hours per day, with standard hours of

Copy Center Representative is expected to work City Hall hours (Summer 7-4, Winter 8-5).

And shall operate 1 standard shift per day. (except standard Xerox and client holidays.)

AAS-

101

Equipment Tracking

Xerox Managed Services shall maintains an equipment listing with each device's model number, serial number and location for all the equipment managed under this contract.

N/A

AAS-

201

Machine Move Coordination

Xerox may coordinate equipment relocations for equipment managed by Xerox Services under this agreement. Client shall be responsible for any applicable move costs incurred for client requested and approved equipment moves.

N/A

AAS-

202

End-user support and training

The Xerox Account Associate shall respond to questions regarding the operation of equipment and provide basic end-user operator support where appropriate

N/A

AAS-

203

Supplies Management Support

Xerox shall coordinate inventory and reorder of client replaceable supplies at client agreed-upon locations.

Xerox shall provide supplies management support for up to 2 Xerox devices and client's 6 Konica Minolta walk-up devices.

At the following locations: 211 W. Aspen Ave.,
Flagstaff, AZ.

**AAS-
204**

**Service Component Work Process Descriptions Service Configuration Parameters Service
Market
Code₁**

Key Operator Support

Xerox shall replenish client replaceable supplies and provides light output device maintenance (keyop) at client agreed-upon locations and schedules. (e.g. clean device exterior and clear jams).

N/A **SM-501**

Meter Read Services

Xerox shall gather and submit meter reads monthly to the individual or vendor responsible for entering meter read data into the billing process.

Xerox shall deliver the meter read report to client specified contacts and client specified vendors.

Xerox shall provide meter reading services for up to 2 Xerox devices and client's 6 Konica Minolta walk-up equipment.

At the following locations: 211 W. Aspen Ave.,
Flagstaff, AZ.

In other documented locations covered by this agreement, Xerox shall facilitate gathering of client provided meter reads.

CE-207

Reporting

Reporting shall provide client print volume and usage trends. Reporting shall be customized to meet new client requirements if mutually agreed upon by both parties.

Client reporting shall be provided by the Xerox Services Client Account Manager on a monthly basis. The Client Account Manager shall develop and document a reporting communication schedule with the key customer account contact.

**AAS-
601**

Account Review

Xerox shall hold operations reviews with the client to:

1. Review reporting results, services performance against objectives, outstanding issues, and other agreed-upon agenda items.

2. Review opportunities for improvement.

Account reviews shall be scheduled and conducted with the client by the Client Account Manager on a mutually agreeable basis.

CE-604

Customer Satisfaction Survey

The client shall receive regular customer satisfaction surveys. Surveys are used to measure equipment, personnel, and managed services satisfaction.

Xerox Services shall administer customer satisfaction surveys via a 3rd Party on an annual basis at no additional cost to the City.

AAS-700

Other Xerox shall provide tracking of postage meter funds usage and alert client when replenishment is required.

AASA1

Management Services

The following Management Services shall be included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

Human Resources

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

Xerox technology specialists are available as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Standards of Performance

Assumptions:

1. The Service Configuration Parameters ("Parameters") set forth in this Scope of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties may meet to discuss appropriate actions to address the situation.
2. This SOW (and its SOP) applies to Administrative and Account Management Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.

3. These measures are contingent upon the Administrative and Account Management services as set forth in the SOW.

Reporting:

Xerox shall provide regular reporting (on a schedule agreed to with the client) to include print volume and usage

trends for devices covered under this SOW.

Performance Criteria Measurement Description Calculation

Administrative Service

Timeliness

95%

achievement of

administrative

service

timeliness

The Account Associate shall

perform the scheduled

administrative service

(equipment visit, meter reads,

etc.) as agreed to with the

client.

The measurement for

Administrative Service

Timeliness shall be calculated

by dividing the total number of

scheduled administrative

service visits completed on

time by the total number of

administrative service visits

required during each month.

END OF SCOPE OF WORK FOR ADMINISTRATIVE & ACCOUNT MANAGEMENT SERVICES

Service(s) Provided: Mail, Distribution and Fulfillment

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code 1

Standard Incoming & Outgoing USPS and

Express Mail Services

Xerox shall manage all incoming and outgoing US Postal Service mail and Express Mail. Xerox shall implement optimized processes to meet the client's requirements as contracted.

Standard Mail Services shall not include opening mail or packages. Please see the service component entitled "Opening Incoming Mail, Packages, and Courier Deliveries" for details on this capability.

Incoming Mail

Inbound mail shall be sorted to cart in delivery sequence by product and priority:

First class (letters and flats)

USPS Accountable (Certified, Registered)

Parcels

Standard mail

Look up mail / Quality mail

Mail volumes shall be recorded by container type.

Incoming Air Express Mail

Record accountable mail information in a log: citing date, product type, bar code identifier, recipient name, and time.

Mail shall be sorted by delivery sequence and prepared for distribution on scheduled delivery runs.

Deliver express mail shall be on demand if explicitly required by client.

Mail Distribution

Client shall pick-up their USPS and Express mail.

Outbound USPS Mail

Outbound mail shall be delivered to mailcenter metering area.

Outbound mail shall be sorted by product, category, weight, size, and international.

Quality checks shall be performed for

General (each location)

Employee population served at location: 300

Days of operation : Monday through Friday

(Summer 7-4, Winter 8-5).

Hours of operation : 9:00am – 3:00pm (which includes simultaneous print production operation).

Holiday staffing requirement: None.

List of holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

Description of unusual peak processing periods: After a holiday.

Physical

Number of buildings served 1.

Mail shall be sorted into clear mail boxed in the mailroom and picked-up by end users.

Number of mail stops serviced: 0

Maintenance scheduling of customer provided equipment shall be performed by Xerox Employee

Incoming Mail

Average USPS volume envelopes 1500 per day.

Average USPS volume flats 20 per day.

Time of first mail pickup at post office
2:30pm

Time of USPS Delivery: Between 10:00am and 11:00am

Percent of Total Mail that is picked up at post office: 30%

Are post office boxes or locked boxes used?
(Y/N): Yes

Number of Post Office Boxes used 2

Number of Locked Boxes used 0

Percent of total incoming mail presorted by
PO boxes and lock boxes 30%

Average Incoming newspaper volume 5 per
day.

Time(s) newspapers and periodicals arrive for
distribution: 7:00 am

Average Volume of internal mail: 10 per day.

MS-200

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code 1

outbound mail including proper address,
envelope integrity and proper seal.

Metered mail shall be metered by postal
classifications.

Posted mail shall be placed in appropriate
containers.

Mail volumes and postage shall be recorded at
the end of each day.

Mail shall be staged for pick up by USPS or
delivery to USPS.

Outgoing Air Express Mail

Collect outgoing air express mail on mail
collection runs.

Express mail shall be separated by type: (e.g.
Airborne, FedEx, Other vendors).

Quality checks shall be performed on
shipments.

Process shipments.

Shipments in vendor pick up area shall be
staged for pick up.

Volumes by vendor shall be recorded.

Local Delivery Services

Manage and track packages shall be
distributed through local delivery services.

Problem Resolution

Mail problems shall be traced and resolved
with USPS, express, and local delivery
services.

Reporting

Charge-back reporting shall be provided for
postage, air express, and local delivery as
required by client and mutually agreed to by
Xerox.

Accountable Mail (Messenger, Overnight,
Certified, Registered, Express and Facsimile)

Average Inbound volume: 20 per day

Arrival times for the three largest carriers:

Carrier 1 FedEx arrival time:9:30
am/11:00am

Carrier 2 UPS arrival time: 12:00pm and
3:30pm.

Carrier 3 On-Trac arrival time: 12:00pm
% of total carrier deliveries by carrier

Carrier 1 FedEx Percent of Total: 50%

Carrier 2 UPS Percent of Total: 45%

Carrier 3 On-Trac Percent of Total: 5%

Mail Distribution

End users shall be responsible for picking up
their incoming mail from the clear boxes next
to the mailroom window.

Mailroom associate shall e-mail end user to
pick up accountable mail.

The end users shall be responsible for getting
mail to the mailroom in time for outgoing pick
up.

Outbound USPS Mail

The end users shall be responsible for getting
mail to the mailroom in time for outgoing pick
up.

Postage spoilage shall be handled by Xerox.

**Average USPS outgoing volume envelopes
300 per day.**

Incoming Mail and Package Opening Services

All incoming PO Box mail shall be opened
prior to end-user pickup.

Incoming Mail, Packages, and Courier Deliveries
shall be opened only if the recipient is unknown
and considered "Mystery Mail".

Xerox "Suspicious Package" Policy and

General:

This process is both mechanical and manual.

The client shall identify mystery mail
recipients. (i.e., an Executive List, Mystery
Mail, Department List, etc.)

Percentage of mail to be opened randomly:
0%

MS-202

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code 1

Procedures shall be followed.

Incoming mail and packages shall be opened,
the contents removed from the envelope or
package, and the contents replaced in the
envelope or package.

Mail and/or packages opened for the client
shall be resealed by Xerox before delivery to
the addressee.

A stamp or label shall be affixed to the
resealed mail or package, with the legend

"Resealed by Xerox."

Profiles of Types of mail to be opened:
Addressee is only City of Flagstaff

Average number of pieces of mail to be
opened and resealed per day: 10

Management Services

The following Management Services shall be included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

Human Resources – Staffing, Recruiting, and Development

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

Xerox technology specialists are available as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Standards of Performance

Definitions:

1. **Timeliness:** The duration between the pick-up and delivery to the designated delivery point (box, department or central drop off point) of mail or packages by the Account Associate in accordance within the negotiated time.
2. **Delivery Accuracy:** Mail and/or packages are received by the appropriate end-user at the designated location.
3. **Incoming:** Time and date when an item is logged in as received by Xerox personnel.
4. **Outgoing:** Time and date when an item is logged out as shipped by Xerox personnel.
5. **Same Day Delivery:** Item arrives at the destination the same day as it was shipped out.
6. **Kit Fulfillment Accuracy:** The assembly of a package according to a client's bill of materials (BOM).
7. **Bill of Materials (BOM):** A written list of items to be placed, with their sequence, into a unique package.
8. **Incoming Fax Delivery:** The date and time of the drop-off of the fax to the designated recipient.
9. **Outgoing Fax Transmission:** The date and time of the send transmission initiation to the designated recipient.
10. **Receipt of Incoming Fax:** The date and time the last page of the fax is received in the Fax Center.
11. **Receipt of Outgoing Fax:** The date and time the fax is logged in at the Fax Center.
12. **Fax Center:** The staffed Xerox location where facsimiles are processed.

Assumptions:

1. The Service Configuration Parameters (“Parameters”) set forth in this Scope of Work (“SOW”) have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance (“SOP”) set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties may meet to discuss appropriate actions to address the situation.

2. This SOW (and its SOP) applies to Mail, Distribution, & Fulfillment Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.

3. The accuracy calculation requires maintaining a complaint log, which should contain the date, time, complainant and nature of complaint.

Reporting:

Xerox shall provide a monthly report for mail, distribution and fulfillment service accuracy and timeliness.

Performance Criteria Measurement Description Calculation

Incoming Mail &

Packages:

Delivery Timeliness

95% On-time Mail and packages received for delivery shall be delivered according to standard times agreed to with the client.

The measurement for Incoming Delivery Timeliness shall be calculated by dividing the total number of deliveries completed on time by the total number of deliveries completed on a monthly basis.

Performance Criteria Measurement Description Calculation

Incoming Mail &

Packages:

Delivery Accuracy

95%

Accuracy

Mail and packages received shall be delivered to the addressee on the package or envelope.

The measurement for accuracy shall be calculated by dividing the total number of pieces delivered minus the total number of documented delivery complaints by the total number of pieces delivered on a monthly basis.

Example: Total Number of Pieces

Delivered = **20,000**

Total # of Documented Complaints = **7**

(20,000 – 7) / 20,000

= 19,993 / 20,000 = 99.97%

Outgoing Mail,

Packages & Kits:

Shipping Timeliness

95% On-time Individual mail pieces and packages received for shipment shall be mailed/shipped according to standard times agreed upon with the client.

Mailing/shipping of single pieces shall occur the same day as they are received as long as the item is received no later than 1 hour prior to scheduled pick-up by external delivery service.

Fulfillment shipment turnaround times shall be negotiated with the client depending on the requirements of the job ticket. The measurement for Outgoing Shipment Timeliness shall be calculated by dividing the number of pieces shipped on time by the total number of pieces received for shipment on a monthly basis.

END OF SCOPE OF WORK FOR MAIL, DISTRIBUTION AND FULFILLMENT SERVICES

Service(s) Provided: Document Production and Publishing

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code₁

Operations Administration

Xerox Account Associates shall perform operational and job administration processes as outlined below:

PPS-

100

Customer Interface/Job Receipt

The Xerox Account Associate shall serve as the point of contact to receive and enter customer jobs, review job requirements, and provide customer consultation as required.

Site production facilities shall be open on the following days of the week: Monday thru Friday.

For 8 hours per day, with standard hours of 8:00am to 5:00pm. (which include simultaneous mailroom operation).

Copy Center Representative is expected to work City Hall hours (Summer 7-4, Winter 8-5).

And shall operate 1 standard shift per day.

In the event that Xerox shall work overtime, Xerox shall notify City of Flagstaff management in advance for approval.

PPS-

101

Job estimating, scheduling, and tracking

The Xerox Account Associate shall schedule and manage the document manufacturing process, which includes:

- Job entry
- Requirements confirmation
- Capacity planning
- Document manufacturing workflow planning
- Quality control
- Packaging specifications
- Delivery execution

Client job tickets shall be tracked from receipt to delivery.

Job turnaround times shall be measured either from the receipt of production-ready customer files and complete job specifications or from time of customer proof approval if proofing is required, to the completion of the job specification.

Standard production jobs will normally be completed within 8 business hours from receipt of print ready files and complete job specifications. Large jobs can have up to a two week turnaround time. These jobs will be discussed with the client and a completion deadline is agreed upon.

However, turnaround time for a given job may be negotiated, subject to job complexity, production backlog, priority job backlog, and resource availability.

Rush production jobs shall be completed in 4 business hours from receipt of print-ready files and complete job specifications, assuming resource availability and capacity to produce the requested volume.

Rush Production Jobs shall not to exceed 10 % of total requests.

Description of unusual peak processing periods:

Every June which is the end of the fiscal year.

Turnaround time shall be subject to the measurement described in the Standards of Performance herein, maximums described herein, equipment availability & uptime.

PPS-

102

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code₁

Incidental Vending and Procurement

Xerox Account Associate(s) shall engage, manage, and procure from appropriate third party suppliers to support jobs requiring special materials and /or external services.

Turnaround times for jobs requiring procurement of materials or services shall be negotiated individually.

Turnaround time shall be subject to the measurement described in the Standards of Performance herein.

PPS-

103

Client Problem Resolution

Support resources shall be available during normal working hours to facilitate resolution of production or technical problems and enhance uptime. A problem resolution process shall be developed and mutually agreed upon with the customer.

N/A

PPS-

104

Quality Assurance

Document quality shall be checked before, during, and after each production run of a job. If required, unique customer quality specifications shall be agreed upon, documented and checked against. Overall Job Accuracy service levels shall be set forth in the Standards of Performance herein.

PPS-

105

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code₁

Document Production & Publishing Operations

Document Production and Publishing operational processes are outlined below:

PPS-

200

Image Scanning

Images shall be scanned from photographic originals or hard copy materials for use in printed documents or web presentment. Scanning resolution and color depth shall be optimized for the desired application.

Average number of scans: per shift 100
per week 500

Maximum number of scans: per shift 200
per week 1000

Maximum scan resolution required 600dpi

Maximum size of originals 8 ½ x 11

PPS-

205

Proofing

Xerox Account Associates shall produce job samples (proofs) for customer review and approval when requested before beginning a client's job.

Turnaround times for proofs from productionready customer files shall be negotiated for each job based on resource availability and job priority.

Turnaround time shall be subject to the measurement described in the Standards of Performance herein.

PPS-

206

Production Black & White Printing & Copying

Xerox Account Associates shall configure and manage production printers and copiers using appropriate resources for each job. Associates shall configure job-processing settings, manage job queues, process files, and print jobs per the end user's specifications.

Maximum Job requests: Monthly 100

Shift 5

Maximum Impression Volume: Monthly 24,000

Per Shift 1500

Average Job requests: Monthly 40

Per Shift 2

Average Impression Volume: Monthly 12,000

Per Shift 550

One impression is defined as a one-sided letter or legal size (8.5 x 11" or 8.5x14") print.

Cost per page: \$0.0049 or \$.0098 for double sided.

PPS-

300

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code₁

Production Color Printing & Copying

Xerox Account Associates shall configure and manage production printers and copiers using the appropriate resources for each job. Color printing systems shall be calibrated on a periodic basis. Associates shall configure color job-processing settings, manage job queues, process files, and print jobs per the end user's specifications.

Maximum Job requests: Monthly 45

Shift 2

Maximum Impression Volume: Monthly 10,000

Per Shift 500

Average Job requests: Monthly 20

Per Shift 1

Average Impression Volume: Monthly 5,000

Per Shift 250

One impression shall be defined as a one-sided letter or legal size (8.5 x 11" or 8.5x14") print.

Cost per page: \$0.0487 or \$.0974 for double sided.

Note:

Pantone color matches shall not be guaranteed as many Pantone colors are outside of the process color printing spectrum.

PPS-

301

Walk-up / Convenience Document Production and Copying

Xerox shall receive and process walk-up requests for multi-set printing and copying of office documents. Walk-up jobs shall be distinguished from production jobs, as they typically require unscheduled production of customer office documents.

Normal walk-up-job turnaround time shall be 8 business hours, from receipt of correct and accurate data, files, and originals and complete job specifications.

Actual walk-up turnaround times shall be agreed upon at time of receipt, and subject to resource availability and workload. Turnaround time shall be subject to the measurement described in the Standards of Performance herein

PPS-

350

Output Delivery

Deliver output to client.

Output shall be delivered via *(check all that apply)*

X Pickup

Mailing and Shipping

On-site delivery

Number of locations to deliver to: 0

Local Delivery within radius of 0 miles

PPS-

401

Service Component Work Process Descriptions

Service Configuration Parameters

Service

Market

Code₁

Finishing

Printed documents shall be finished to the desired configuration. The Xerox Account Associate shall provide finishing services as outlined below:

F-100

Folding

Max number of sheets folded per shift: 50

Average number of sheets folded per shift: 20

Max number of folds per sheet: 2

Max unfolded sheet dimensions: 11 x 17

F-101

Envelope Insertion

Max number of envelopes per shift: 2500

Average number of envelopes per shift: 500

Max envelope dimensions: 4 ½ x 9 ¼

F-102

Stapling

Max sets per shift: 50

Average sets per shift: 25

with maximum page counts of 100 pages per set

F-103

Coil/Wire-O Bind

Max binds per shift: 50
Average binds per shift: 25
With bind sizes of 6mm to 33mm

F-106

Manual Finishing (Binder stuffing, tab insertion, collating, folding, etc)

Manual Finishing details and volumes described here: Print, collating and inserting tabs.

F-112

Laminating

Max sheets laminated per shift 50
Average number of sheets laminated per shift 25

F-114

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The following Management Services shall be included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

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Human Resources

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

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Xerox manages and performs equipment service as contracted.

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Xerox technology specialists are available, as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Standards of Performance

Definitions:

1. Completed Job: The job is considered completed based on the delivery process negotiated between Xerox and the customer. For example, the job may be considered completed when the Document Production Center calls the end user and notifies them, or when the job physically arrives at the end user's desk.

Assumptions:

1. The Service Configuration Parameters ("Parameters") set forth in this Statement of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of

Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such

service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties shall meet to discuss appropriate actions to address the situation.

2. This SOW (and its SOP) applies to Document Production and Publishing Services only. Any other Service

provided under this Agreement shall be reflected in a separate SOW.

Reporting:

Xerox shall provide a monthly report for job turnaround time and job accuracy.

Performance Criteria Measurement Description Calculation

Job Turnaround Time 95%

On Time

Upon receipt of job ticket, the Document Center shall produce the job within the agreed upon turnaround time.

The measurement for Turnaround Time shall be calculated by dividing the number of jobs completed on time by the total number of jobs during each month.

Job Accuracy 95%

Job Acceptance

The Document Production Center shall produce the job based on the end user's specifications.

The measurement for Job Accuracy shall be calculated by dividing the total jobs accepted by the end user by the total jobs processed during each month.

END OF SCOPE OF WORK FOR DOCUMENT PRODUCTION AND PUBLISHING SERVICES