

SERIAL 08111 S COIN OPERATED COPIERS

DATE OF LAST REVISION: December 18, 2008 CONTRACT END DATE: December 31, 2013

CONTRACT PERIOD THROUGH DECEMBER 31, 2013

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **COIN OPERATED COPIERS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 18, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

BW/mm
Attach

Copy to: Materials Management
John Werbach, Library District

(Please remove Serial 03202-S from your contract notebooks)

INVITATION FOR BID FOR: COIN OPERATED COPIERS**1.0 INTENT:**

The intent of this solicitation is to establish a revenue contract for the opportunity to place coin operated copy machines in various County library locations (Section 2.2). There may be a need to add or delete locations in the future by the County. The awarded contractor shall have the exclusive right to operate the coin operated photocopiers in the County per the terms of this bid. The services provided shall include the complete installation and maintenance of equipment specified for each location.

2.0 SCOPE OF SERVICES:**2.1 COPIER REQUIREMENTS:**

At each library location, the CONTRACTOR shall provide at a minimum the following copiers during the term of this contract. The copiers provided shall be placed at the vendors cost and expense. The estimated capacity of these printers reflects their durability and suitability for use by the general public.

- 2.1.1 Two (2) plain paper black & white copiers each capable of making of up to 2,500 copies per month, to be provided at each large library. At least one (1) copier placed at each location must meet ADA height requirements.
- 2.1.2 Additional black and white copiers at the Libraries may be added with the mutual written consent of the CONTRACTOR and Maricopa County Materials Management.
- 2.1.3 All copiers placed shall be **not older than 5 years and digital new** (~~not refurbished, rebuilt or remanufactured~~) at the commencement of the contract. Additional copiers added during the term of the contract shall also be **not older than 5 years and digital new** (~~not refurbished, rebuilt or remanufactured~~) at the **time of installation.** ~~commencement of the contract.~~
- 2.1.4 Copier models/brands placed shall be, as reasonably practicable, the same in each of the library locations.
- 2.1.5 All copiers shall be equipped with a vending device capable of accepting nickels, dimes, and quarters, and able to provide change for \$1.00 and \$5.00 denominations.
- 2.1.6 All copiers shall have a large capacity tray for 8 1/2" x 11" paper and shall have the capability of making enlargements and reductions.
- 2.1.7 All copiers must operate on a 110 volt, 15 ampere circuit.
- 2.1.8 All copiers must produce 8 1/2" x 11", 8 1/2" x 14" ~~and 11" x 17"~~ copies.
- 2.1.9 All copiers must default to standard 8 1/2" x 11" copy size to facilitate ease of use by general public.
- 2.1.10 All copiers must be capable of copying books of various sizes without putting stress on the spine of the book(s) when being copied.
- 2.1.11 All copiers must have their own base. County library furniture shall not be used to place any machines.

2.2 COUNTY LOCATIONS:

The following locations shall have installed by the Contractor a minimum of one photocopier unless indicated otherwise. The average number of monthly copies per location is listed below.

- 2.2.1 Southeast Regional Library (SERL)*
775 N. Greenfield Rd.
Gilbert, Arizona 85234
Copies: 1,333
- 2.2.2 Northwest Regional Library (NWRL)*
16089 N. Bullard
Surprise, Arizona 85374
Copies: 640
- 2.2.3 North Valley Regional Library (NVRL)*
40410 N. Gavilan Peak Parkway
Anthem, Arizona 85086
Copies: 465
- 2.2.4 El Mirage Branch Library
14011 N. 1st Ave.
El Mirage, Arizona 85335
Copies: 77
- 2.2.5 Fountain Hills Branch Library
12901 N. La Montana Drive
Fountain Hills, Arizona 85268
Copies: 532
- 2.2.6 Gila Bend Branch Library
202 N. Euclid
Gila Bend, Arizona 85337
Copies: 258
- 2.2.7 Guadalupe Branch Library
9241 S. Avenida del Yaqui
Guadalupe, Arizona 85283
Copies: 107
- 2.2.8 Hollyhock Branch Library
15844 N. Hollyhock
Surprise, Arizona 85374
Copies: 111
- 2.2.9 Litchfield Park Branch Library
101 W. Wigwam Blvd.
Litchfield Park, Arizona 85340
Copies: 144
- 2.2.10 Queen Creek Branch Library
21802 S. Elsworth Road
Queen Creek, Arizona 85242
Copies: 521
- 2.2.11 Ed Robson Branch Library
9330 E. Riggs Road
Sun Lakes, Arizona 85248
Copies: 205
- 2.2.12 Perry Branch Library
1965 E. Queen Creek Rd.
Gilbert, Arizona 85297
Copies: 133

- 2.2.13 Civic Center Library
11350 W. Civic Center Dr.
Avondale, Arizona 85323
Copies: 379
- 2.2.14 Superior Court of Arizona**
201 W. Jefferson Ave., 3rd Floor
Phoenix, Arizona 85003
Copies: 559

*Two copiers

**Included under existing contract

2.3 CONTRACTOR REQUIREMENTS:

- 2.3.1 The CONTRACTOR shall be solely responsible for furnishing all parts, supplies (including ~~paper~~, toner, consumables, spare coins, etc.) and labor required to keep the contracted equipment in good operating condition. This shall be provided at no cost to the district. **The cost of paper shall be reimbursed to the County at a rate of \$.006 per copy based on the total monthly copy count for all copiers.**
- 2.3.2 Machines having demonstrated a history of “excessive down time” shall be replaced by the Contractor with a ~~new~~ machine **not older than 5 years and digital** of equal or better features, unless the library district declines. Excessive down time shall be defined as five (5) or more service calls in one month. Down-time is calculated from the time the agency places the call, and ends when the machine is up and running. Service calls that are operator induced will not be counted. To qualify for replacement, the following steps must occur:
 - 2.3.2.1 The library district must document the number of times per month the machine has required service, number of hours the machine is down, nature of problems, and re-occurrences of same problems.
 - 2.3.2.2 The library district must contact the vendor and discuss their concerns regarding the overage of calls. The vendor will research the matter and follow-up with a return phone call and a plan of action.
 - 2.3.2.3 A supervisor shall be dispatched on-site to ascertain the malfunctions and make a determination as to what course of action will be taken:
 - 2.3.2.3.1 Repair the machine
 - 2.3.2.3.2 A determination be made for complete reconditioning
 - 2.3.2.3.3 A determination made for replacement
 - 2.3.2.4 If it is determined reconditioning is the best solution, a back-up machine will be sent and the user agency’s machine brought into the shop for comprehensive reconditioning. If the user agency overrides the supervisor’s decision, thus insisting on a replacement, the decision to replace shall take precedence over the supervisor’s decision.
 - 2.3.2.5 If a determination for reconditioning prevails, the machines performance after reconditioning will be monitored by the CONTRACTOR and the user agency. The County understands that during the “break-in” period of either a new machine or a reconditioned one, services calls are eminent. However, calls exceeding the standards set in Section 2.3 shall cause the machine to be replaced with a ~~new~~ unit **not older than 5 years and digital** of equal size and features without question.

- 2.3.3 The CONTRACTOR shall provide detailed manufacturer's specifications for all equipment to be supplied, including manufacturer's name and model number, physical dimensions, electrical requirements and a photo or illustration **and proof of age of equipment.**
- 2.3.4 The CONTRACTOR shall provide training to designated library staff on the operation of all copiers prior to the effective date of the contract. This training shall include routine operation and maintenance as well as basic trouble shooting techniques.
- 2.3.5 Repair service for all equipment shall be provided as needed. Equipment needing repair shall be serviced by the CONTRACTOR, its employee or agents within six (6) hours from the time service request call is made. The time requirement does not include hours that the Libraries are closed to the public.
- 2.3.6 The CONTRACTOR shall provide library staff with phone number(s) to call for service. library hours and days of operation will be the determining factor on when said number should be available to accept service calls.
- 2.3.7 The CONTRACTOR shall identify one local administrator to monitor service and equipment needs and provide a strong communication link with the Contract Administrator and other designated library staff.
- 2.3.8 CONTRACTOR shall be responsible for monthly preventative maintenance on all equipment to ensure that machines operate with minimum of service interruptions.
- 2.3.9 CONTRACTOR shall provide attractive, easy to follow signage that will allow first time users to easily use all copiers without further assistance.
- 2.3.10 CONTRACTOR shall, at its expense, collect and record all monies deposited in the copiers. Monies will be removed as needed to prevent malfunction due to overfilling. CONTRACTOR shall be solely responsible for the safekeeping of all funds on the premises of the library.
- 2.3.11 CONTRACTOR shall assist library staff in determining a procedure for making immediate refunds for poor quality or other expenses incurred due to malfunctioning equipment.
- 2.3.12 The CONTRACTOR shall at its own expense install and operate the copiers for the County upon the effective date of the contract.
- 2.3.13 The ~~COIN-OPERATED COPIERS~~ CONTRACTOR shall work with the library district to establish a timeframe to install and operate all of the copiers prior to the effective date of the contract.

2.4 REVENUE:

During the term of the contract, the awarded CONTRACTOR shall pay a percentage of the gross monthly receipts to the Library District per Attachment A. The payment is due the 15th day of each month for the previous month. **CONTRACTOR shall also reimburse the Library District for the cost of paper per section 2.3.1.**

2.5 REPORT:

The Contractor shall furnish the County a monthly report as agreed upon by both parties outlining the total revenue collected under the terms of this contract.

2.6 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.7 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **CONTRACTUAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a FIVE (5) year term.

3.2 PRICE ADJUSTMENT:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in the copy prices must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change.

3.3 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of FIVE (5), ONE (1) year options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of

Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

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

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.7 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.8 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the

County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.10 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.12 SUBCONTRACTING:

3.12.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.12.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.14 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.15 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.16 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.17 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.18 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.19 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.20.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.20.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.20.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.20.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

- 3.20.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.20.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.21 ALTERNATIVE DISPUTE RESOLUTION:

3.21.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.21.1.1 Render a decision;

3.21.1.2 Notify the parties that the exhibits are available for retrieval; and

3.21.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.21.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.21.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.22.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

3.22.2 3The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of

the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

HUGHES-CALIHAN KONICA MINOLTA, 4730 N 16TH STREET, PHOENIX, AZ 85016

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT: NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
 PRICING PAGE NIGP CODE
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

NIGP CODE: 60038

1.0 REVENUE:

ITEM DESCRIPTION

1.1 Guaranteed monthly percentage of gross receipts paid to the County

<u>Number of Copies (All locations)</u>	<u>Vendor %</u>	<u>County %</u>
0 to 500	0%	
501 to 1,000	0%	
1,001 to 2,000	0%	
2,001 +	80%	20%

1.2 Price per copy to the public

1.2.1	8 1/2" X 11"	\$0.20
1.2.2	8 1/2" X 14"	\$0.30

Vendor Number: **W000000446 X**

Telephone Number: 602/264-9631

Fax Number: 602/234-2406

Contact Person: Lisa K. Blythe

E-mail Address: lblythe@hc-km.com

Company Web Site: www.hc-km.com

Certificates of Insurance: Required

Contract Period: To cover the period ending **December 31, 2013.**