Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER SERVICES AGREEMENT
OVERFLOW PHOTOCOPYING AND PRINTING SERVICES
CITY OF CHANDLER AGREEMENT NO. CP6-966-5095

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Lithotech Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ _____ , 2026 (Effective Date).

RECITALS

A. City proposes to overflow photocopying and printing services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, and begins on October 19, 2026 and ends on October 18, 2027 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $150,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements 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 stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City		**For the Contractor**	
Name:	Saranna Davidson	Name:	Greg Schutsky
Title:	Procurement Officer	Title:	Sales Manager
Address:	125 S. Arizona Ave. Chandler, AZ 85225	Address:	2020 N. 22nd Phoenix, AZ 85009
Phone:	480 782-2406	Phone:	602 254-2427
Email:	saranna.davidson@chandleraz.gov	Email:	greg.schutsky@litotechaz.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor’s compliance.

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Reserved.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Greg Schutsky
Its: _____	Its: Sales Manager

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

EXHIBIT A
SCOPE OF SERVICES

1. Background and Objective

1.1. The City of Chandler (City) is soliciting written bids from qualified Contractors to provide overflow photocopying and printing services for the City. These printing jobs are jobs that the City is unable to print internally due to volume, size, or equipment limitations.

1.2. The Scope of Work for this contract is to perform overflow printing services for the City of Chandler. Printing services shall include, but not be limited to, pamphlets, booklets, brochures, high-speed duplicating and binding and other services normally provided by a full-service printing company.

2. General Requirements

2.1. On-time job completion shall be tracked with a minimum 90% on-time rate being expected.

2.2. Jobs initiated in an electronic format may necessitate direct coordination between the vendor and the requesting office.

2.3. Invoices shall not be paid less than two weeks, following the week that the job is delivered. Each invoice is to include City of Chandler Job Order number and detail of job processes (does not need to be a cost-by-cost breakdown).

For example:

Job #1525
Mars Combo Books
20# white text
90# cover
Four Tabs
Collated with Tabs
Shrink Wrapped
10 Books not drilled
Box and label 32 cartons

2.4. Contractor shall ensure quality of product to the point, that should a job need recovery due to equipment/employee problems, the Contractor is prepared to initiate recovery, to include expedited reprinting, delivery and/or expedited shipments to City designated recipients, at no cost to the City.

2.5. Pricing of listed items on the Price Schedule shall include, but not be limited to, the price of all paper, inks, labor, materials, delivery, and any other associated costs necessary for the completion of a given printing project. City of Chandler shall not warehouse paper.

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

3. Specific Requirements

3.1. Pick-up of Job Orders, applicable documentation, and delivery of completed work will be made at the Print, Mail & Graphics Division (Print Shop), at 210 S. Washington St., Chandler, Arizona 85225. Phone Number is (480) 782-2399. Hours are: 8:00am to 5:00pm Monday through Friday. (On occasion delivery may be directed to an alternate City of Chandler facility).

3.2. Provide a schedule of normal turn-around time needed, as well as expected available turn-around time needed for jobs listed in the Pricing Schedule.

3.3. Proof copy/pdf, as requested and prearranged, shall be delivered/retrieved directly with the requesting office.

3.4. Required turn-around time shall be five (5) working days after receipt of Artwork.

3.5. CityScope

3.5.1. Volume of work is approximately 70,000 per month 8 ½ x 11 sheets printed front to back and folded to letter-fold (trifold) and 500 sheets each month will be unfolded 8 ½ x 11. These should be boxed separately from the others.

The current CityScope newsletter, as well as archives are available online at https://www.chandleraz.gov/government/departments/communications-and-public-affairs/cityscope. A hard copy sample may be obtained from the Purchasing Division, 175 S. Arizona Ave., 3rd Floor, Chandler, AZ 85225.

4. City's Responsibilities

4.1. The City will provide print ready artwork in print ready pdf.

4.2. The City will not authorize over-runs.

4.3. The City typically sends artwork electronically, but if needed, Contractor must be picked up artwork from the Print, Mail & Graphics Division located at 210 S. Washington St., Chandler, AZ 85225. Artwork must be returned to Print, Mail & Graphics department once printing is completed.

The Contractor may provide other related services upon request from the City.

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

EXHIBIT B
COMPENSATION AND FEES

Overflow Photocopying and Printing Services				
Description	**Estimated Quantity per Order**	**UOM**	**Unit Price**	**Ext Price**
City Scope				
City Scope 8-1/2 x 11 (11 months), **80# Pacesetter Gloss Book** **4/4 process no bleeds** **Roll fold to 8.5x3.687**	**70,000**	**EA**	**$0.07**	**$4,886.00**
ALT Version **City Scope 8-1/2 x 11 (11 months** **60# uncoated Book** **4/4 process no bleeds** **Roll fold to 8.5x3.687**	**70,000**	**EA**	**$0.06**	**$4,181.00**
City Scope 11 x 17 (1 month) **80# Pacesetter Gloss Book** **4/4 process no bleeds** **Roll fold to 8.5x3.6875**	**70,000**	**EA**	**$0.12**	**$8,491.00**
ALT Version **City Scope 11 x 17 (1 month)** **60# uncoated Book** **4/4 process no bleeds** **Roll fold to 8.5x3.687** **3.66 x 8.5 Inserts (12)**	**70,000**	**EA**	**$0.10**	**$7,082.00**
Utility Billing Inserts				
Utility Billing Inserts **3.66 x 8.5 Inserts (12)** **100lb Gloss Book** **4/c 2 sides** **Size Flat 3.66 x 8.5**	**70,000**	**EA**	**$0.03**	**$1,967.00**
ALT Version **3.66 x 8.5 Inserts (12)** ***70lb uncoated Book** **4/c 2 sides** **Size Flat 3.66 x 8.5**	**70,000**	**EA**	**$0.02**	**$1,568.00**
Six Month Calendars				

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

Six Month Calendars (2) **80lb Pacesetter Gloss Book** **2/c 2 sides no bleeds** **Flat 11x8.5 Folded 3.66 x 8.5**	**70,000**	**EA**	**$0.06**	**$4,184.00**
ALT Version **Six Month Calendars (2)** ***60lb uncoated Book** **2/c 2 sides no bleeds** **Flat 11x8.5 Folded 3.66 x 8.5**	**70,000**	**EA**	**$0.05**	**$3,499.00**
Total Price:				**$35,858.00**

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 aggregate. Said insurance must also include coverage for products

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must 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.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

EXHIBIT D
SPECIAL CONDITIONS

COMPLIANCE WITH WCAG VERSION 2.1 LEVEL AA

Contractor represents and warrants that the software provided hereunder is in compliance with the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA.

INTELLECTUAL PROPERTY

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, tracings, studies, design analyses, original drawings, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of the City and are to be delivered to the City Representative before the final payment is made to the Contractor. In the event these Documents are altered, modified or adapted without the written consent of the Contractor, which consent the Contractor shall not unreasonably withhold, the City agrees to hold the Contractor harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adaptation of the Documents.

Contractor to Retain Copyrights. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Contractor, its subcontractors or personnel, during the course of performing this Agreement or arising out of the Project shall belong to the Contractor.

License to City for Reasonable Use. With this Agreement, the Contractor and its subcontractors hereby grant a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works. In the event that the derivative works require the City to alter or modify the Documents, then the provisions of this section apply.

Documents to Bear Seal. The Contractor and its subcontractors shall endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law

ACCESSIBILITY SUPPLEMENT

1. **Preamble**
   This Supplement sets out the mandatory accessibility requirements applicable to all digital deliverables, products, and services supplied by Service Provider under the Agreement. These requirements are binding upon execution of the Agreement and form an integral part of the contractual obligations of both parties.

   Digital accessibility is a civil rights obligation and an enforceable legal requirement under applicable

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

law. Inaccessible third-party products and services are among the most common and preventable accessibility risks an organization faces. This Supplement intends to establish clear expectations before signature and to preserve enforceable rights throughout the life of the agreement.

1.1 Scope of Application

Unless otherwise agreed in writing, this Supplement applies to all of the following supplied under the Agreement:
Websites and web applications
Mobile applications (iOS, Android, and any other platform)
Software interfaces and enterprise applications (SaaS, on-premise, hybrid)
Electronic documents (PDF, Word, Excel, PowerPoint, and equivalent formats)
Multimedia content, including audio, video, and interactive media
Social Media content
APIs, SDKs, and developer-facing tooling used to build end-user experiences
Training materials, help documentation, and support portals
Any other digital deliverable produced, licensed, or maintained under this Agreement

2. Accessibility Standards

2.1 Conformance Standard

All digital deliverables produced, licensed, or maintained under this Agreement, including those identified in Section 1.1 above, shall conform with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA success criteria, as published by the World Wide Web Consortium (W3C), or any successor standard mutually agreed upon in writing by the parties.

2.2 Applicable Law

This Supplement supplements, and does not limit, Service Provider's obligation to comply with all applicable accessibility-related legislation and regulation. Relevant legal frameworks include, without limitation:
Section 508 of the Rehabilitation Act of 1973 (as amended), where applicable to federal contractors and recipients of federal funding
Titles II and III of the Americans with Disabilities Act (ADA)
Applicable state or local accessibility requirements in the jurisdictions in which deliverables will be used

3. Accessibility Testing and Conformance Reporting

3.1 Testing Obligation

Service Provider shall conduct accessibility testing for each deliverable prior to delivery and at each material update. Testing must incorporate both automated scanning tools and substantive manual evaluation, including testing with commonly used assistive technologies.

3.2 Required Assistive Technologies

At a minimum, testing shall include the following assistive technology combinations:
Screen reader with desktop browser: NVDA with Firefox

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

Screen reader on macOS: VoiceOver with Safari
Screen reader on mobile: VoiceOver with iOS Safari
Keyboard-only navigation (no pointing device)
Voice recognition software (e.g., Dragon NaturallySpeaking)
Browser zoom at 200% and 400% magnification

3.3 Accessibility Conformance Report (ACR) / VPAT

Service Provider shall prepare and deliver an Accessibility Conformance Report (ACR), using the current edition of the Voluntary Product Accessibility Template (VPAT®), for each product deliverable. For SaaS or cloud-based products, updated ACRs shall be provided:
At initial delivery
Following any material update, new feature release, or significant UI change
No less frequently than every twelve (12) months for the duration of the Agreement

The ACR shall document the conformance status of each applicable WCAG 2.2 Level AA success criterion and shall clearly identify any known non-conformance, partial conformance, and the basis for any claim of "not applicable." Vague or unsupported conformance claims shall not be accepted.

3.4 Client's Right to Audit

The Client reserves the right to commission an independent accessibility audit of any deliverable at any time, at the Client's cost, and to share the results with Service Provider. Where the audit identifies non-conformance not previously disclosed in Service Provider's ACR, the provisions of Section 4 (Remediation) shall apply.

4. Remediation of Accessibility Barriers

4.1 Remediation as Defect Correction

Accessibility barriers constitute defects. Remediation of accessibility barriers identified prior to or following delivery shall be treated as defect correction and shall not constitute a change in scope, nor shall it give rise to additional fees or charges payable by the Client.

4.2 Remediation Timeframes

Upon written notice from the Client of an identified accessibility barrier, Service Provider shall remediate the issue within the following timeframes, measured from the date of written notification:

Severity	Description	Remediation Timeframe
Critical (WCAG Level A)	Barriers that completely block access to core functionality for users with disabilities	5 business days
High (WCAG Level AA)	Significant barriers that substantially impair access to	15 business days

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

Severity	Description	Remediation Timeframe
	primary features	
Medium (WCAG Level AA)	Barriers that cause difficulty but do not fully prevent task completion	30 business days
Low / Advisory	Best-practice improvements and WCAG Level AAA recommendations	Next scheduled release

4.3 Interim Workarounds

Where immediate remediation is not technically feasible within the specified timeframe, Service Provider shall provide a documented interim workaround that enables users with disabilities to accomplish the same task or access the same information by an equivalent means, pending full remediation.

4.4 Remediation Plan

For High or Critical severity barriers that cannot be remediated within the specified timeframe, Service Provider shall provide a written remediation plan within five (5) business days of notification, specifying the root cause, the proposed fix, the estimated delivery date, and any interim mitigations in place.

5. Subcontractors and Third-Party Components

5.1 Obligation to Bind Subcontractors

The Service Provider's accessibility obligations extend to all subcontractors, consultants, and third parties engaged in performing this Agreement. The Service Provider shall ensure that all such parties are contractually bound to meet the same accessibility standards required under this Supplement.

5.2 Third-Party and Open-Source Components

Where deliverables incorporate third-party libraries, plugins, open-source components, or embedded content, the Service Provider shall:

Conduct accessibility assessment of such components as part of overall conformance testing

Document known accessibility limitations of third-party components in the ACR

Use reasonable efforts to select accessible third-party components and to replace inaccessible components within an agreed timeline where alternatives are available

6. Ongoing Obligations

6.1 Maintenance and Updates

Where this Agreement involves maintenance, ongoing development, iterative releases, or managed SaaS services, Service Provider's accessibility obligations are continuous. Accessibility conformance is not a one-time delivery requirement: it must be maintained

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

throughout the term of the Agreement.

6.2 Regression Prevention

Service Provider shall integrate accessibility testing into its development and release processes to prevent regression. Where a release introduces a previously non-existent accessibility barrier, that barrier shall be remediated in accordance with Section 4.2.

6.3 Notification of Known Issues

Service Provider shall proactively notify the Client in writing of any known accessibility barriers identified during internal testing prior to delivery or release, including the severity classification, affected components, and planned remediation timeline. Service Provider shall not withhold known barrier information pending a Client-initiated audit.

7. Indemnification

7.1 Service Provider Indemnification

Service Provider's obligation to meet accessibility standards creates a corresponding allocation of liability. If the Service Provider's failure to deliver accessible products results in legal claims against the Client : including complaints, investigations, civil suits, or regulatory actions under the ADA, Section 508, or equivalent law : the responsibility for those legal and financial consequences should rest with the party that created the problem, not the party that purchased the product in reliance on the Service Provider's compliance.

7.2 Carve-Outs and Limitations

The Service Provider's indemnification obligation under Section 7.1 shall not apply to the extent that a claim arises from:

Modifications made by the Client to a deliverable after acceptance, where such modifications introduced or directly caused the accessibility barrier;

Content, design specifications, or directives provided by the Client to the Service Provider, where the Client was informed in writing that such content or specifications would result in non-conformance;

The Client's failure to implement a remediation delivered by the Service Provider in accordance with Section 4; or

Third-party components or services not supplied or selected by the Service Provider.

Where the Client makes a design or content decision that the Service Provider has advised in writing may result in non-conformance, the Service Provider shall document that advice contemporaneously. Verbal advice shall not give rise to a carve-out unless accompanied by written confirmation.

7.3 Insurance

Service Provider shall maintain, at minimum, Errors and Omissions (E&O) / Professional Liability insurance with policy limits of not less than $3,000,000 per occurrence and in the aggregate, throughout the term of the Agreement and for three (3) years following expiry or termination. The Service Provider shall name the Client as an additional insured and shall provide certificates of insurance upon request. Indemnification obligations under this

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

Supplement are in addition to, and not limited by, applicable insurance coverage.

8. Representations and Warranties

8.1 Service Provider Representations

Service Provider represents and warrants that, as of the date of delivery of each deliverable and at each material update:

The deliverable has been designed and developed with accessibility as an integral design requirement, not a post-development retrofit.

Service Provider employs, or retains consultants with, demonstrable expertise in digital accessibility and WCAG 2.2. Expertise can be demonstrated by using disabled testers with lived experience using assistive technology, or by non-expired certifications such as Trusted Tester or the International Association of Accessibility Professionals Certified Professional in Web Accessibility (IAAP CPWA).

Accessibility testing has been conducted in accordance with Section 3 of this Supplement;

The ACR, if needed, which is provided under Section 3.3 is accurate, complete, and not materially misleading; and

Service Provider is not aware of any accessibility barriers in the deliverable that have not been disclosed in the ACR.

8.2 No Warranty by Conduct

The Client's acceptance of a deliverable or payment of an invoice shall not constitute a waiver of any accessibility warranty or of the Client's rights under this Supplement.

9. Reporting and Communication

9.1 Designated Accessibility Contact

Each party shall designate a named individual as its Accessibility Contact for purposes of this Supplement. Accessibility Contacts shall be responsible for receiving and transmitting notices, coordinating testing activities, and escalating disputes under this Supplement.

Client Accessibility Contact: As set forth in the Agreement

Service Provider Accessibility Contact: As set forth in the Agreement

9.2 Annual Accessibility Report

For Agreements with a term exceeding twelve (12) months, Service Provider shall provide the Client with an Annual Accessibility Report no later than thirty (30) days after each anniversary of the Effective Date. The report shall include:

ACR/VPATs for all active deliverables

A summary of accessibility barriers identified and remediated in the preceding twelve months

Known open barriers, their severity classifications, and planned remediation timelines

Any changes to the Service Provider's internal accessibility program, processes, or tooling

10. Dispute Resolution

Docusign Envelope ID: 961A4C9B-E138-8101-821A-D05E6350E61A

10.1 Good Faith Resolution

In the event of a dispute regarding the accessibility conformance of any deliverable, the parties shall first attempt to resolve the matter through good-faith negotiation between the designated Accessibility Contacts within fifteen (15) business days of written notice of the dispute.

10.2 Independent Expert

If the parties are unable to resolve a conformance dispute through negotiation, either party may request that an independent accessibility expert, mutually agreed upon or appointed by a relevant industry body, conduct a binding evaluation. The cost of the independent expert shall be borne by the party whose position is not upheld, or shared equally if the expert finds partial merit on both sides.

10.3 Escalation

Disputes not resolved under Sections 10.1 or 10.2 shall be escalated in accordance with the dispute resolution provisions of the Master Agreement.

11. General Provisions

11.1 Order of Precedence

In the event of any conflict or inconsistency between this Supplement and the body of Agreement with respect to accessibility obligations, this Supplement shall prevail to the extent of the inconsistency.

11.2 Severability

If any provision of this Supplement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.3 Entire Agreement on Accessibility

This Supplement, together with the Agreement, constitutes the entire agreement between the parties with respect to accessibility requirements. Vague or general contractual language: including catch-all compliance clauses or statements that the Service Provider will make “reasonable efforts” toward accessibility or to follow federal, state, and local laws does not substitute for or supplement the specific requirements set out herein.

11.4 Amendment

This Supplement may only be amended by a written instrument signed by duly authorized representatives of both parties