



3540 West Lincoln Street
Phoenix, AZ 85009

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CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

October 22, 2013

City of San Luis
1090 E. Union Street
San Luis, AZ, 85349-1170

Attention: Melissa Lopez, CMC - Deputy City Clerk

Dear Melissa,

As you requested, I have enclosed the fully executed copy of the agreement.

A copy of the pricing proposal is included as well.

If you require any more from Standard Printing Company, please let me know.

We look forward to working with all at the City of San Luis.

Best regards,

A handwritten signature in cursive script that reads "Debbie Bogdanski".

Debbie Bogdanski
Director of Operations
Standard Printing Company

**Purchase Agreement
Between
The City of San Luis
and
Standard Printing Company, Inc., d/b/a Information Outsource**

THIS PURCHASE AGREEMENT (this agreement) is entered into as of September 15, 2013 between the City of San Luis, (the City) and Standard Printing Company, Inc., d/b/a Information Outsource (Vender)

RECITALS

- A. After a competitive procurement process, the Town of Buckeye entered into Contract No. 2012-142 (the Buckeye Contract) with the Vender, to provide the processing, printing, and mailing of utility bills, delinquent notices, final notices and associated services. (the services) A copy of the Buckeye Contract is attached hereto and incorporated herein by reference.
- B. The City of San Luis is permitted to purchase the services under the Buckeye Contract without further public bidding.
- C. The City of San Luis desires to contract with the Vender for the Services under the Buckeye Contract.

Agreement

- 1. Term of Agreement. This agreement shall be effective as of the date set forth above and shall remain in effect until September 30, 2015. Thereafter the parties may renew this agreement for up to three additional one-year terms with no changes to the terms & conditions unless mutually agreed upon by all parties noted above.
- 2. Scope of Work. Vender shall provide the services under the terms and conditions of the Buckeye Contract.
- 3. Compensation. The City of San Luis shall pay the Vender for services as set forth on the pricing schedule.

City:

City of San Luis

By: Randy Vee

Title: City Mgr

Date: 10/15/2013

Vender:

Standard Printing Company, Inc., d/b/a Information Outsource

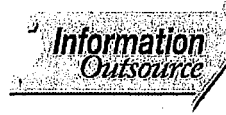
By: Heather Bydonski

Title: Director of Operations

Date: October 22, 2013

Pricing Proposal

Date: 9/17/13
 To: Olivia Jenkins - San Luis
 From: Debbie Bogdanski - IO
 Subject: City of San Luis UB's - 5700/mo (ojenkins@cityofsanluis.org)



Job Summary

Information Outsource (I/O) will simplex print City of San Luis's Utility Bills on preprinted White 20# Bond paper w/one horizontal perf. I/O will insert these statements into our standard #10 outbound envelopes with a "Return Service Requested" endorsement, along with our standard #9 envelope. I/O will then pre-sort, meter and deliver these envelopes to the USPS.

Cost Summary

Item	Cost	Description
Paper	\$ 0.032	20# white stock with horizontal perforation. Based on a 6 month qty.
#10 Envelope	\$ 0.023	Standard #10 double-window envelope
#9 Envelope	\$ 0.020	Standard #9 single-window envelope
NCOA		Charge per address
Pre-Processing	\$ 0.005	Conversion to IO database
First Page Service	\$ 0.092	Formatting data, postal sorting, postal reports, laser image first page (simplex), fold, insert, seal, meter, tray and deliver to USPS
Sub-Total Per Envelope	\$ 0.172	
Postage	\$ 0.384	Postage is only an estimate. Actual postage will be applied and ranges from \$.360 - \$.460, depending on the make-up of your data file
Grand Total Per Envelope	\$ 0.556	

Additional Services

Materials	Cost per piece
Standard blank stock, white 20# bond with no perforation	\$ 0.010
9" x 12" stock double-window envelope (7 - 54 page documents)	\$ 0.080
10" x 13" stock envelope (55 - 219 page documents)	\$ 0.090
Letter size shipping carton (220+ page documents)	\$ 2.500

Archival	Cost
CD Archival - Compact Disk, stock	\$ 15.000
.DBF archival - per record	\$ 0.010
.PDF archival - per image	\$ 0.020

Handling	Cost
NCOA Link	\$ 0.010
Additional page - image, simplex, fold & insert	\$ 0.060
Static inserts - insertion fee	\$ 0.010
Selective inserts & business reply envelopes - insertion fee (\$25 minimum per insert type)	\$ 0.015
"Pulled documents" - not mailed to customer	\$ 0.050

Electronic Bill Presentment & Payment	Cost
Document upload	upon request
Email notification	upon request

Manual Mail Prep Charges	Cost
Manual mail prep per envelope charge: 7-54 pages	\$ 0.250
Manual mail prep per envelope charge: 55 + pages	\$ 0.750

Programming	Cost
Per Hour Charge:	\$ 100.000

A programming estimate will be provided after test data has been reviewed.

A Minimum processing fee of \$75.00 will be added to your invoice if the Service Cost and additional costs fall below \$75.00. (Cost variance will be applied)

Signed By: Raquel Uelez
 Company: CITY OF SAN LUIS
 Date: 10-15-2013

Signed By: Debbie Bogdanski
 Information Outsource
 Date: 10/22/13

Please review the Terms & Conditions sheet of this workbook as well.

Pricing secured for 90 days.

Thank you for your business!

**Purchase Agreement
Between
The City of San Luis
and
Standard Printing Company, Inc., d/b/a Information Outsource**

THIS PURCHASE AGREEMENT (this agreement) is entered into as of
September 15, 2013 between the City of San Luis, (the City) and
Standard Printing Company, Inc., d/b/a Information Outsource (Vender)

RECITALS

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Agreement

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- 2. Scope of Work. Vender shall provide the services under the terms and conditions of the Buckeye Contract.
- 3. Compensation. The City of San Luis shall pay the Vender for services as set forth on the pricing schedule.

City:

City of San Luis

By: Ronald Vues

Title: City Mgr

Date: 10/15/2003

Vender:

Standard Printing Company, Inc., d/b/a Information Outsource

By: _____

Title: _____

Date: _____

**SERVICE AGREEMENT
BETWEEN
THE TOWN OF BUCKEYE
AND
STANDARD PRINTING COMPANY, INC.
dba INFORMATION OUTSOURCE**

THIS SERVICE AGREEMENT (this "Agreement") is made as of November 1, 2013, between the Town of Buckeye, an Arizona municipal corporation (the "Town") and Standard Printing Company, Inc. dba Information Outsource, an Arizona corporation (the "Vendor").

RECITALS

A. The Town issued a Request for Proposals entitled "Automated Printing and Mailing Services (2012-142)" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from Vendors interested in providing Automated Printing and Mailing Services.

B. The Vendor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Vendor for Automated Printing and Mailing Services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 30, 2015. Thereafter, the parties may renew this Agreement for up to three (3) additional one-year terms, with no material changes to the terms and conditions unless agreed upon by mutual agreement of the Vendor and the Town of Buckeye.

2. Scope of Work. Vendor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference, and the Vendor Proposal, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The Town shall pay for the Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments and Invoice. The Town shall pay the Vendor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice should include a detailed description of work performed in sufficient detail to justify payment. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the

claim or the material, whichever is later. Invoice should contain a contract number (2012-142) and should be mailed at the time of each shipment, unless otherwise specified.

5. Documents. All documents prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement.

7. Inspection; Acceptance. All Services, work and equipment associated with the Services shall be subject to inspection and acceptance by the Town at reasonable times during Vendor's performance. The Vendor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The Town has no obligation to provide Vendor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Vendor.

9. Performance Warranty. Vendor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Vendor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

e. Primary Insurance. Vendor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officers, officials and employees for any claims arising out of the work or services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Vendor shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Vendor. Vendor shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Vendor shall furnish the Town with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Vendor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the Town shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Vendor's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Vendor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives"

shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Vendors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Workers' Compensation Insurance. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days prior written notice to the Town.

12. Applicable Law; Venue. In the performance of this Agreement, Vendor shall abide by and conform to any and all laws of the United States, State of Arizona and Town of

Buckeye, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Vendor of written notice by the Town. Upon termination for convenience, Vendor shall be paid for all undisputed Services delivered to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Vendor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Vendor to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The Town may, by written notice to the Vendor, cancel this Agreement if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriations. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Vendor fully informed as to the availability of funds for the Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town,

payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Vendor shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Vendor. The Vendor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent Vendor, not as an employee or agent of the Town. Vendor, its employees and subcontractor are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. The Vendor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Vendor meets the requirements of its agreed scope of work as set forth in Section 2 above. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Vendor do not intend to nor will they combine business operations under this Agreement. The Vendor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Vendor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.2 Laws and Regulations. The Vendor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Vendor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future Town and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Vendor.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous

agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.7 Assignment. No right or interest in this Agreement shall be assigned by Vendor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Vendor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

14.8 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Vendor is responsible for performance under this Agreement whether or not subcontractor are used.

14.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

14.10 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.11 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

14.12 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Vendor any amounts the Vendor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Vendor any amounts the Vendor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the Town: Town of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Facsimile: (623) 349-6098
Attn: Stephen S. Cleveland, Town Manager

With copy to: Gust Rosenfeld PLC
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-254-4878
Attn: Scott Ruby, Esq.

If to Vendor: Debbie Bogdanski, Director of Operations
Information Outsource
3540 W. Lincoln Street
Phoenix, Arizona 85009

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14 Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be referred to the Town. Vendor also agrees that any

information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.

14.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Vendor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Vendor's Proposal, the documents shall govern in the order listed herein.

14.17 Information Technology.

A. Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Vendor in connection with this Agreement is confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Vendor shall not disclose data generated in the performance of the service to any third person without the prior, written consent of the Town Manager or authorized designee. The Vendor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Vendor. It is further agreed that a violation of this Section shall 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.

B. Data Security. Personal identifying information, financial account information, or restricted Town information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Vendor must encrypt and/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 Town 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.

C. Compromised Security. In the event that data collected or obtained by the Vendor in connection with this Agreement is believed to have been compromised, the Vendor shall notify the Town Manager, or authorized designee, immediately. The Vendor agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

D. Survival. The obligations of the Vendor under this Section shall survive the termination of this Agreement.

14.18 Records and Audit Rights. The Vendor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Vendor and its subcontractors are complying with the warranty under subsection 14.18 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.16 above. To the extent necessary for the Town to audit Records as set forth in this subsection, the Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Vendor pursuant to this Agreement. The Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Vendor or its subcontractors reasonable advance notice of intended audits. The Vendor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.19 Price Warranty. Vendor shall give the Town the benefit of any price reductions before actual time of shipment, except that should the Procurement Officer of the Town permit shipment to be made prior to specified shipping date that the Town shall have advantage of any price reduction before specified shipping date.

14.20 Waiver. Waiver by the Town of condition in any shipment shall not be considered a waiver of (a) any other terms of this Agreement or (b) that conditions for subsequent shipments.

14.21 Packing. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this Agreement. Vendor shall be responsible for safe packing which must conform to the requirement of carrier's tariffs. All shipments must carry the correct quantity, product identification, contract number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weigh requirements to assure lowest rate unless otherwise specified or shipper will be charged with excess freight that the Town is required to pay.

14.22 Deliveries. Time is of the essence for all orders placed under this Agreement. The Town reserves the right to cancel and reject the goods upon default by Vendor in time, rate or manner of delivery. The Town also reserves the right to refuse shipments made in advance of any schedule delivery date appearing on the face of the purchase order.

14.23 Quantity. The quantity of goods ordered must not be exceeded or reduced without the Town Procurement Officer's permission in writing except in conformity with acknowledged industry tolerances.

14.24 Inspection. All articles are subject to inspection and test at place of manufacture, the destination or at both places by the Town's representative. Materials failing to meet the requirement of this order will be held at Vendor's risk, and may be returned to Vendor with costs of transportation, unpacking, inspection, repacking, reshipping or other like expenses to the responsibility of the Vendor.

14.25 Specification Changes. The Town shall have the right, by written change order to make changes from time to time in the work to be performed or the materials to be furnished by the Vendor. If such changes cause an increase or decrease in the amount due under the contract, or in the time required for its performance, an acceptable adjustment shall be made and the contract shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within ten days from when the change is ordered. Nothing in this Agreement shall relieve the Vendor from proceeding without delay in the performance of the contract as changed.

14.26 F.O.B. Unless otherwise agreed to in writing, signed by the Procurement Officer or designee, all delivery terms are F.O.B. Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.

14.27 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

14.28 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s) ") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All Cooperative procurements under this Agreement shall be transacted solely between the requesting of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURE ON FOLLOWING PAGE]

THEREFORE, the Town of Buckeye by its Town Manager has hereunto subscribed his names this ____ day of _____, 2013.

TOWN OF BUCKEYE

STANDARD PRINTING COMPANY
DBA INFORMATIN OUTSOURCE

Steven S. Cleveland, Town Manager

BY: _____

Its: _____

