



CANON SOLUTIONS AMERICA

City of Denton

901B Texas Street
Denton, Texas
940-349-7133
www.cityofdenton.com

**Agreement for the Provision of Managed Print Services
Under Texas DIR Contract DIR-TSO-3101
For NON TX State Agencies
1/23/2017**

Bill To:		Ship To:	
Customer	City of Denton	Customer	
Address	901B Texas Street	Address	
	Denton, TX 76209		
Contact	Elton D. Brock	Contact	SAME
Phone	940-349-7133	Phone	
E-mail Address	elton.brock@city of denton.com	E-mail Address	

- Canon Solutions America, Inc. (CSA) shall provide Managed Print Services as set forth on Exhibit A to Customer pursuant to the terms of the State of Texas Department of Information Resources ("Texas DIR") Contract Number DIR-TSO-3101, by and between Texas DIR and Canon U.S.A., Inc. (the "DIR Contract"), and the terms of which are incorporated herein. All services to be billed as a cost per copy program by Canon Financial Services, Inc. (Lessor) pursuant to the terms of this SOW to the DIR Contract, as modified hereby.
- Remit to: Canon Financial Services, Inc. 14904 Collections Drive, Chicago, IL 60693-0149.
- The term of this Agreement and the SOW shall be for a minimum of 24 months beginning on _____ ("Term")
- Canon Solutions America, Inc. shall provide all maintenance services (parts and labor), supplies (toner, drums, staples, etc.) and proactive fleet monitoring and/or reporting under this agreement.
- Minimum Base charge due to be invoiced by CFS and paid by City of Denton is **\$5,375** per month for the Term.
- The following are the charges are included for maintenance and supplies to be invoiced by CFS, which Customer agrees to pay:
 - Minimum Copy Commitment **190,000 (182,000 B/W per month / 8,000 Color per month)**
 - Fleet Cost per Copy: **.02829**
 - Billing Cycle: **Monthly**
 - B/W Overages: **.0068 per impression**
 - Color Overages: **.05 per impression**
- The initial Base Maintenance Payment set forth in section 5 shall be due on _____. Payment for Cost per Copy overage charges set forth in Section 6(d) shall be billed per the Cycle set forth in section 5(c), in advance.
- Customer warrants and represents to CSA and **City of Denton** that (i) it is a "Customer" as defined in the DIR Contract; (ii) it agrees to the managed print services contract pursuant to the terms hereof, and to be bound by, and comply with, the terms of this Agreement; (iii) it has been duly authorized by the laws of the applicable jurisdiction and by a resolution of its governing body to execute and deliver this Agreement and to carry out its obligations hereunder; (iv) the person signing below has full authority to execute this Agreement on its behalf; (v) all legal requirements have been met, and procedures have been followed in order to ensure the enforceability of this Agreement; and (vi) its need for the Equipment is not expected to diminish during the Term.
- Unless otherwise specifically defined herein, capitalized terms shall have the same meaning in this Agreement and the DIR Contract. Should the terms of the DIR Contract and this Agreement conflict, the terms of this Agreement shall control. All terms and conditions of the DIR Contract not changed or modified by Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties, concerning the subject hereof. No amendment, modification, or waiver of any term of this Agreement shall be effective unless in writing and signed by the parties.

Dated the day and date first above written.

Customer: **City of Denton** _____
 By _____
 Name _____
 Title _____

See Schedule A date 1/26/2017 for listing of all units to be included and covered by this Managed Print Services Program.

Overview (Scope of Work)

CSA will provide Copy and Print services for the equipment identified in the Equipment Schedule. CSA will be responsible for all parts, labor, supplies, etc. required to operate the devices. CSA will target a 4 hour average service response time provide asset monitoring and tracking, supply replenishment, consolidated invoicing and Quarterly Fleet Reviews. CSA will replace the Equipment specified herein with a like or substantially similar piece of equipment should CSA be unable to maintain the Equipment to manufacturer's specifications.

1. The Customer agrees to allow the installation of automated meter collection software by CSA to facilitate monthly meter readings required by this Agreement. Should the Company not be able to collect applicable meter readings for any reason via aforementioned software, the Customer agrees to provide such readings on a manual basis each month. Should meter readings not be obtained monthly from the Customer, the company will estimate meters for contract billing purposes. Estimated meter disputes that result in a contract billing adjustment will be subject to an administrative processing charge.
2. CSA will supply all toner and ink necessary, provided the black & white copy/print application is within twenty percent (20%) of the industry standard six percent (6%) density coverage on a letter size (8 ½ x 11) sheet of paper and provided the color copy/print application is within twenty percent (20%) of the industry standard twenty percent (20%) density coverage on a letter size (8 ½ x 11) sheet of paper. Applications with excessive density coverage will be subject to a surcharge. Only supplies (other than paper) that are provided by CSA may be used in conjunction with this Agreement. The Customer agrees to keep the supplies provided by this Agreement in a safe place and only use them in the Equipment covered by this Agreement. All supplies will be stocked onsite at a location convenient and agreed upon by the Customer. All supplies pertaining to this Agreement are the property of CSA and can only be used for Equipment listed in the Equipment Schedule. Should extra supplies be required to accommodate large print job applications, the Customer can request additional supplies online which will be delivered within an agreed upon time.
3. All scheduled service calls and intervening calls will be performed during the CSA's normal working hours. Service calls requested for those other than the normal working hours will be charged to the Customer at the Company's then current rate for after-hours service.
4. Network, workstation, software application, and print driver related issues are not considered under this Agreement.
5. CSA and **City of Denton** reserves the right to extend this Agreement on a Quarterly basis upon mutual agreement between both parties.
6. Additional equipment can be added on an additional minimum CPI basis

CITY OF DENTON SCHEDULE A
54 Existing Canon Units

IR6255	NMU06968	IR4025	HRQ09687
IR6255	NMU07501	IR4025	HRQ09672
IR4051	HRM07375	IR4025	HRQ09715
IR4051	HRM07374	IR2530	FTG80180
IR4051	HRM07434	IR2530	FTG80179
IR4051	HRM07399	IR2530	FTG80185
IR4045	HRN10697	IR2530	FTG81055
IR4045	HRN09970	IR2530	FTG81038
IR4045	HRN09942	IR2530	FTG50188
IR4045	HRN09943	IR2530	FTG81037
IR4045	HRN09974	IR2525	FRU89310
IR4035	HRP15128	IR2525	FRU90033
IR4035	HRP15387	IR2525	FRU90530
IR4035	HRP10989	IR2525	FRU87830
IR4035	HRP13848	IR2525	FRU90531
IR4035	HRP15141	IR2525	FRU89315
IR4035	HRP15381	IR2525	FRU87890
IR4035	HRP15388	IR2525	FRU90036
IR4035	HRP15361	IR2525	FRU89312
IR4035	HRP15393	IR2525	FRU87851
IR4035	HRP15384	IR2525	FRU87899
IR4035	HRP15145	IR2525	FRU87850
IR4035	HRP15303	IR2525	FRU87904
IR4035	HRP15140	IR2525	FRU90124
IR4035	HRP15396	IR2525	FRU90038
IR4035	HRP15135	IR1025IF	DRL77509
IR4035	HRP15136	IR4251	RKP01970

New Equipment Addition

Config Qty	Line Qty	Item Code	Description
1	1	8032B003	IMAGERUNNER ADVANCE 4225
	1	4805B002	DADF-AG1
	1	6543B001	CABINET TYPE-G
	1	1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D
	1	2246V630	IMAGERUNNER ADV 4235/4225/4535i/4521i INSTALL PAK
	1	2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM uniFLOW SOFTWARE SOLUTIONS PACKAGE

Config Qty	Line Qty	Item Code	Description
1	1	8030B003	IMAGERUNNER ADVANCE 4245 - Extremely Limited Inventory
	1	3755B001	CASSETTE FEEDING UNIT-AF1
	1	4808B001	INNER FINISHER-D1
	1	4810B002	INNER 2/3 HOLE PUNCHER-A1 (OPTION FOR INNER FINISHER-D1)
	1	1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D
	1	2246V629	IMAGERUNNER ADV 4251/4245/4551i/4545i INSTALL PAK
	1	2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM uniFLOW SOFTWARE SOLUTIONS PACKAGE

Config Qty	Line Qty	Item Code	Description
1	1	0604C003	IMAGERUNNER ADVANCE C5540I
	1	0609C002	CASSETTE FEEDING UNIT-AM1
	1	0615C002	INNER FINISHER-H1
	1	0618C002	INNER 2/3 HOLE PUNCHER-B1
	1	1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D
	1	2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM
	1	3088V679	INSTALL PAK C5535I & C5540I uniFLOW SOFTWARE SOLUTIONS PACKAGE

Config Qty	Line Qty	Item Code	Description
1	1	0604C003	IMAGERUNNER ADVANCE C5540I
	1	1770C001	CABINET TYPE-N
	1	1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D
	1	2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM
	1	3088V679	INSTALL PAK C5535I & C5540I uniFLOW SOFTWARE SOLUTIONS PACKAGE

Config Qty	Line Qty	Item Code	Description
1	1	0605C003	IMAGERUNNER ADVANCE C5535I
	1	1770C001	CABINET TYPE-N
	1	0615C002	INNER FINISHER-H1
	1	1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D
	1	2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM
	1	3088V679	INSTALL PAK C5535I & C5540I uniFLOW SOFTWARE SOLUTIONS PACKAGE