



CONTRACT PROPOSAL

EIN# - 86-0399349
3520 North 16th Street Phoenix, AZ 85016-6420
P: 602-263-9432 F: 602-277-2844

Proposal Number: P100926
Proposal Date: 05/08/2013

Bill To: GILA COUNTY - FINANCE DEPARTMENT
ACCOUNTS PAYABLE
1400 E. ASH STREET
GLOBE, AZ 85501

Customer: GILA COUNTY - TREASURER
1400 E. ASH STREET
GLOBE, AZ 85501

Account No	Payment Terms	Due Date	Proposal Total	Balance Due	
102333	Net 30 Days	06/07/2013	\$1,351.20	\$1,351.20	
Contract Number	Contact	P.O. Number	Start Date	Exp. Date	Contract Amount
148836-01	TERRI POWELL	TERRI POWELL	07/01/2013	06/30/2014	\$1,351.20
Remarks					
CAMERA IS NOT INCLUDED IN CONTRACT					

****Attachment "A" by mention is made a binding part of this agreement as forth herein****

Summary:

Contract base rate charge for the 07/01/2013 to 06/30/2014 billing period

\$1,351.20 *

*Sum of equipment base charges

\$1,351.20

Detail:

Equipment included under this contract

E-IMAGEDATA/SCANPRO 2000

Number	Serial Number	Base Charge	Location
103119	70072	\$1,351.20	GILA COUNTY - TREASURER 1400 E. ASH STREET GLOBE, AZ 85501

Thank you for your business.

Proposal SubTotal	\$1,351.20
Tax:	\$0.00
Proposal Total	\$1,351.20
Balance Due:	\$1,351.20

CUSTOMER: Hone M H Daniel 4/18/13

OSAM DOCUMENT SOLUTIONS: Mary Wands, Accountant 5/8/2013

Terms and Conditions

A. Service on equipment listed in the Covered Equipment section of this agreement may be obtained during normal business hours (8:00 a.m. to 5:00 p.m. M.S.T. non-daylight) Monday through Friday excluding holidays. Service requested for hours other than OSAM's normal business hours, if agreed upon by OSAM, will be charged at one and one half times our normal hourly rate. IT IS UNDERSTOOD that the listed equipment at the date hereof is in good operating condition.

B. This agreement may not be transferred by the customer without prior written consent of OSAM. In the event any equipment is moved to a location in a different zone, there will be an appropriate adjustment in the annual rate for such service in that zone. OSAM must be notified in writing whenever the geographical location of the equipment is changed.

C. In the event that additional accessory items are ordered for installation on or in conjunction with the equipment specified on the face of this Agreement, the Maintenance charge for the accessory(ies) will be prorated at the maintenance rates then in effect and billed to the Customer. Each add-on accessory will carry the same terms and conditions as the equipment on the face of this agreement.

Description of Maintenance

A. Corrective Maintenance - Repair of worn and/or defective parts will be performed as scheduling permits and OSAM will maintain a 2 business day response time from receipt of call during OSAM's normal business hours, unless otherwise noted.

B. Preventative Maintenance - For Canon equipment, service calls for cleaning, adjustment, and inspection of equipment may be performed up to twice a year. Makes and models covered by Advanced Exchange service do not include any preventive maintenance. For all other makes and models please see the Description on the Maintenance Invoice for PM availability. Scheduling for Preventative Maintenance calls are to be initiated by the Customer.

C. Replacement of Parts - When necessary to insure proper functioning of the equipment in accordance with the manufacturer's specifications, worn and/or defective parts other than operating/consumable (including lamps) supplies will be replaced by OSAM on an exchange basis without charge to the customer for the parts or the labor involved in the replacement.

Maintenance Exclusions

A. The furnishing or delivery of operating supplies including, but not limited to; drums, toner, lamps, and drives, unless otherwise noted.

B. Magneto-Optical, CD or Hard Disk Drives.

C. Broken, bent or damaged parts.

D. Performing services connected with the relocation of equipment.

E. Operator responsible maintenance as outlined by the manufacturer in their operator's manual.

F. Equipment overhauls, rebuilds and parts replacement during these overhauls. When OSAM determines that an overhaul or rebuild is necessary for the normal operation of the equipment, OSAM shall submit an estimate to the Customer for approval.

G. Replacement of equipment or software due to non-repairable circumstances.

H. Equipment or accessories, not listed on Maintenance Invoice.

I. Time spent troubleshooting, repair or replacement of parts necessitated by any of the following: (1) accident, misuse, abuse or operator error (2) use of operating supplies other than those approved by manufacturer of equipment, including remanufactured toner cartridges other than those purchased from OSAM or other manufacturer approved sources (3) improper operation of the equipment (4) acts of third parties (5) acts of nature (6) alteration of the equipment (7) overuse of equipment (see Manufacturer recommendations).

J. As a courtesy we make an effort to provide loaner equipment, if available, but it is not a provision of this contract and therefore is not guaranteed.

Termination This agreement shall become effective on its date and shall remain in force for a period of one year and automatically renews from year to year thereafter unless terminated by either party upon written notice given to the other party at least 30 days prior to the end of the first or any subsequent year. In the event the Customer breaches the Maintenance Agreement prior to the end of the initial 12 month Agreement period, the Customer will not be eligible for any refunds of the balance of the Agreement. Any such notice given to OSAM or the Customer shall be given to the other at the address shown on this Agreement and shall be deemed delivered when properly addressed letter containing such notice, postage prepaid, by post-marked date.

Contingencies OSAM shall not be responsible for failure to render service due to causes beyond its control, including but not limited to; work stoppages, fires, civil disobedience's, riots, rebellions, acts of God and similar occurrences.

Liability for Injury or Damage OSAM shall not be liable for any injury to the Customer's personnel or property arising from its ownership or use of equipment maintained by OSAM unless such injury or damage is a direct result of negligence on the part of OSAM. Furthermore, OSAM shall not be liable for any loss or damage caused by delays or other circumstances in rendering maintenance service hereunder, and OSAM shall not be liable for indirect or consequential damages caused by its failure to timely render service due to strikes, fires, flood, and other causes beyond its control, nor where the equipment is damaged due to negligence or misuse by the Customer. OSAM assumes no responsibility for loss of stored memory. OSAM reserves the right to examine equipment prior to any renewal of this Agreement; and in the event machines(s) require overhauling, an estimate will be submitted for customer's approval before the work is started.

Terms The price and provisions are void 30 days from date of issue, if payment has not been received.

Charge Call Warranty When repair for your equipment and/or software is performed by an OSAM technician, the work including parts and labor is warranted for thirty days provided that the following terms are met:

1. The warranty repair is a result from the same problem or due to a previous repair having been performed no longer than 30 days prior. In the event that the equipment or software is being used during double and triple shifts, the repair warranty will be prorated to twenty and ten days respectively.
2. The equipment is being used according to the manufacturers' specifications.
3. The warranty repair is not a result of operator error, training issues or any reason listed above under the "Maintenance Exclusions" section.



ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

OSAM DOCUMENT SOLUTIONS

Mary Wards
Individual Authorized to Sign

MARY WARDS
Print Name

Accountant
Title

5/8/2013
Date