8734-08 And 4

FOURTH AMENDMENT TO MASTER SERVICES AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND XEROX CORPORATION FOR MANAGED PRINT SERVICES COST PER IMPRESSION PROGRAM

THIS FOURTH AMENDMENT to the Master Services Agreement (the "MSA") is made and entered into in duplicate this $____$ day of $____$ day of $___$ 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (the "City"), and XEROX CORPORATION, a foreign profit corporation ("Xerox"), for the Managed Print Services Cost Per Impression Program (the "Project").

RECITALS:

WHEREAS, on June 16, 2010, City and Xerox made and entered into the MSA (City of Jacksonville Contract No. 8734-08) for the Project; and

WHEREAS, said MSA has been amended three times previously; and

WHEREAS, said MSA should be amended further by extending the period of service for an additional 60 days from June 16, 2015, to August 15, 2015, with the CITY's maximum indebtedness remaining a cumulative not-to-exceed maximum of \$6,065,749.00 and with all other provisions, terms, and conditions of said MSA remaining unchanged; now therefore

IN CONSIDERATION of the MSA and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said MSA as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 4.a. of said MSA is amended by extending the period of service for an additional 60 days from June 16, 2015, to August 15, 2015, and as amended shall read as follows:

1

"a. This MSA shall commence when signed by both parties, and will continue and remain in full force and effect until August 15, 2015. In the event either party elects to terminate this MSA, each Order hereunder shall remain in full force and effect until the end of its term (including any renewals or extensions thereto), or until it is terminated, and shall at all times be governed by the terms and conditions of this MSA as if it were still in effect."

3. The maximum indebtedness of the City shall remain a cumulative not-to-exceed maximum of \$6,065,749.00.

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said MSA of June 16, 2010, shall remain unchanged and shall continue in full force and effect.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Fourth Amendment the

day and year first above written.

Chief Administrative Officer **CITY OF JACKSONVILLE ATTEST:** or: Mavor Lenny Sam E. Mousa By ames James R. McCain, Jr. Corporation Secretary

In compliance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Fourth Amendment and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance Second Amendment to Contract Number 8734-08

Form Approved:

Office of General Counsel

ATTEST:

By_

Signature

Type/Print Name

Title

XEROX CORPORATION

Type / Print Name IAN AGER Title

G:\Gov't Operations\JMCain\Procurement\Amendments\Xerox.4th.K8734-08.Impressions.050615..doc

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 07/30/2015		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER Marsh USA, Inc.			CONTACT NAME:					
1166 Avenue of the Americas			PHONE FAX (A/C, No, Ext):					
New York, NY 10036 Attn: Xerox.certrequest@Marsh.com Fax: 212-948-0500			E-MAIL ADDRESS:					
								NAIC #
INSURED XEROX CORPORATION AND ITS SUBSIDIARIES 45 GLOVER AVE NORWALK, CT 06850			INSURER A : ACE American Insurance Company INSURER B : Travelers Prop. Casualty Co. Of America				22667	
			INSURER B : Haven's Hop. Obsening Go. of America				230/4	
			INSURER D :			····		
			INSURER E :					+
			INSURER F :					
COVERAGES CER	TIFICAT	TE NUMBER:	NYC-0	08165858-01		REVISION NUMBER:	2	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR TYPE OF INSURANCE	ADDL SUE	R			POLICY EXP (MM/DD/YYYY)		ITS	
A X COMMERCIAL GENERAL LIABILITY		HDO G27341020		1/01/2015	01/01/2016	EACH OCCURRENCE	\$	2,000,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
						MED EXP (Any one person)	\$	N/A
						PERSONAL & ADV INJURY	\$	2,000,000
						GENERAL AGGREGATE	\$	10,000,000
					-	PRODUCTS - COMP/OP AGO	\$ \$	INCLUDED ABOVE
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$	
						(Ea accident) BODILY INJURY (Per person)		
ALL OWNED SCHEDULED						BODILY INJURY (Per accider	t) \$	
HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
							\$	
B X UMBRELLA LIAB X OCCUR		ZUP-12P63747-15-NF	C)1/01/2015	01/01/2016	EACH OCCURRENCE	\$	5,000,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	5,000,000
A WORKERS COMPENSATION		WLR C48141468 (AOS)		1/01/2015	01/01/2016	X PER OTH- STATUTE ER	\$	
		SCFC4814147A (WI)		1/01/2015	01/01/2016	STATUTE ELL EACH ACCIDENT	\$	1,000,000
A (Mandatory in NH)	N/A	WLRC48141456 (AZ, CA and MA	v 0	1/01/2015	01/01/2016	E.L. DISEASE - EA EMPLOYI	-	1,000,000
A If yes, describe under DESCRIPTION OF OPERATIONS below		WCU C48141511 (OH)	·	1/01/2015	01/01/2016	E.L. DISEASE - POLICY LIMI		1,000,000
)		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACO	RD 101, Additional Remarks Schedu	ule, may be	attached if mo	re space is requi	red)		
CERTIFICATE HOLDER		·-··	CANC	ELLATION		·····		
Attn: Mariene Russell 117 W. Duvai Street, 4th Floor Jacksonville, FL 32202			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
			AUTHORIZED REPRESENTATIVE of Marsh USA Inc.					
			Daniel R	livera		Denil Q. 7	Zuin-	
· · · · · · · · · · · · · · · · · · ·	© 1988-2014 ACORD CORPORATION. All rights reserved						hts reserved.	

The ACORD name and logo are registered marks of ACORD

BID NO .: ESC-0394-10

OPEN DATE: 03/24/2009

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract - Three (3) years from executed contract with two (2) one (1) year renewal options

FOR: Procurement

BASIS OF AWARD: Evaluated bid to the highest ranked bidder(s)

NUMBER OF BIDS INVITED: 14 NUMBER OF BIDS RECEIVED: 5 OTHER: 7

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject bid was approved on 6/4/2010 to Xerox Corporation for a period of three (3) years, first renewal option utilized for the period of June 16, 2013 through June 15, 2014 and second renewal option utilized for the period of June 16, 2014 through June 15, 2014.

Recommend approval to amend and increase current contract to include the Copy Center production devices effective November 16, 2014 in the Enterprise Print Solution Contract in the amount of \$100,763.00. The current lease for the production devices located in the Copy Center ends 11/15/2014. The production devices will be converted to a Price per Impression basis under the Enterprise Print Solution Contract for a period of November 16, 2014 through June 15, 2015, for a revised annual not to exceed expenditure amount of \$1,203,858.00 through June 15, 2015, for a total contract not to exceed expenditure amount of \$6,065,749.00.

Account Code: OPPR521CC 03437, to be executed by amendment to the formal contract through Office of General Counsel

Attachments: Project Change Request #1, Previous Awards

Purchasing Analys Respectfully Submitted Maswørthv Gread v Pease, Chief M. F-Produrement Division CONCURRENCE BY: Marlene Russell, Manager of Purchasing Services

	IONS SUBJECT TO LAWFULLY APPF SPEC COMMITTEE ON RECOMMEND	
MEMBERS APPROVING 5	MEMBERS DISAPPROVING	
Alen-	····	
havid Jours		
ACTION OF AWARDING AUTHORITY	DATE DISAPPROVED:	Katen Bowling Chief Administrative Officer For: Mayor Alvin Brown Under Authority of:
SIGNATURE OF AUTHENTICATION	Barn Bon Ino	Executive Order No. 2013-04