

CITY OF MESA, ARIZONA

AGREEMENT FOR THE SUPPLY OF STOCKLESS OFFICE AND CLASSROOM SUPPLIES

This Contract is made and entered into by and between WIST Office Products hereinafter designated "Contractor," and the CITY OF MESA, ARIZONA, hereafter designated "City".

WHEREAS, the City has requested proposals for the supply of Stockless Office and Classroom Supplies as more fully set forth in the City's Request for Proposals #2009104; and

WHEREAS, Contractor has submitted a Proposal in response to the Solicitation; and

WHEREAS, on September 21, 2009 the City Council has accepted the Contractor's Response; and

WHEREAS, the parties now desire to enter into an Agreement whereby the City will receive the aforementioned services as specified from the Contractor, and the Contractor will provide such service in a timely and acceptable manner to the City:

NOW, THEREFORE, in consideration of the mutual covenants between the parties, it is agreed as follows:

1. Scope of Services. The Contractor shall furnish all labor, equipment, materials, tools, insurance, supervision and all other items incidental thereto and to perform all work necessary and specified, and in the prescribed manner and time, as specified in the Solicitation and Contractor's Response.
2. Agreement Documents. The following documents are incorporated into this Agreement by reference. In the event of any conflict between these documents, said conflict shall be resolved by giving precedence to the documents in the order listed:
  - a. Amendments to this Agreement, as executed from time to time
  - b. This Agreement
  - c. Contractor's response to the City's Request for Proposals as well as any clarifications and presentations
  - d. City's Request for Proposals #2009104, including Mesa's Standard Terms and Conditions
3. Payment. The City agrees to pay the Contractor in accordance with the amounts set forth on the Solicitation and Contractor's Response and under the conditions specified in the Detailed Specifications and the Pricing and Compensation section. Payment will be for actual work performed and/or materials received.
4. Pricing. Pricing shall be firm for an initial term of one year from September 28, 2009 through September 30, 2010. No price increases will be accepted without proper request by Contractor submitted with acceptable substantiation and response by the Mesa's Purchasing Division. Price increase requests (including notification of new catalog prices) shall be submitted no less than 30-days in advance. Catalog price updates shall not be unreasonably withheld. The Contractor shall be responsible for notifying Agencies partaking in the contract of any price increases approved by the City.
5. Appropriation of Funds. Where quantities or performance frequencies have been listed in the Solicitation, which are now incorporated into this Agreement, they represent the City's best estimate of current requirements, but shall not bind the City to purchase, accept or pay for services more than its actual needs, nor for any item for which funds are not available through specific appropriation by the City Council to fund the obligations under this Agreement.
6. Reduction in Scope of Services. The City reserves the right to reduce or eliminate certain tasks, performance frequencies of those tasks set forth in the Request for Proposal and Scope of Services

due to fiscal funding constraints with thirty (30) days' prior written notice during the term of this Agreement.

7. Commencement of Services. Contractor agrees to begin work on the date specified in the Notice to Proceed and to submit work schedules as set forth in the Solicitation.
8. Termination. The City reserves the right to terminate any part or all of this Agreement in accordance with Mesa's Standard Terms and Conditions.
9. Indemnification/Liability. Contractor agrees to defend, indemnify and hold the City harmless in accordance with the Mesa's Standard Term and Conditions.
10. Assignment. This Agreement shall not be assigned, in whole or part, without prior written consent of all parties.
11. Governing Law. The laws of the State of Arizona shall govern this Agreement.
12. Amendments. Any modification or amendments to this Agreement shall be in writing and approved by the parties.
13. Void Provisions. If any of the terms, covenants, conditions or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall have been in no way affected, impaired or invalidated.
14. Term. As specified in the Solicitation, this Agreement is valid for a period of one (1) year from September 28, 2009 through September 30, 2010 and may be renewed by mutual consent of the parties for two additional two-year periods.
15. SAVE Cooperative Use. This Agreement is extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City of Mesa shall not be responsible for any disputes arising out of transactions made by others.

IN WITNESS WHEREOF, The Parties have executed this Agreement.

WIST OFFICE PRODUCTS

By: \_\_\_\_\_

Title: OWNER / GENERAL MANAGER

Date: 09/23/09

CITY OF MESA, ARIZONA

By: \_\_\_\_\_

Title: Deputy City Manager

Date: 09/24/09

Approved as to Form:

Jack Shafer  
Jack Shafer, Assistant City Attorney

Attested:

Michael Clappell, Deputy for  
Linda Crocker, City Clerk