



Agreement for Information Technology Products and Services

ACS Enterprise Solutions, LLC

And

CITY OF CENTRAL FALLS

This agreement for information technology products and services (“Agreement”) is entered into by and between **ACS Enterprise Solutions, LLC** (a Xerox company), 8600 Harry Hines Blvd., Dallas, TX 75235 (“Xerox”), and the **City of Central Falls**, a government entity in the State of Rhode Island (“Client”), City Hall, 580 Broad Street, Central Falls, RI 02863. Xerox and Client (each individually a “party” and collectively the “parties”) agree as follows:

1. SERVICES Xerox agrees to provide to Client the information technology products, software, and related materials (“System”) and perform for Client the services (“Services”) described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.

2. TERM This Agreement will become effective on _____ (“Effective Date”) and shall continue through _____, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (“Term”). At the end of the Term, the parties may agree to extend this Agreement for an additional five (5) year period (“Extended Term”), subject to the termination provisions of this Agreement. At the end of any Extended Term, the parties may extend this Agreement by mutual agreement for an additional five (5) year period, subject to the termination provisions of this Agreement.

3. PAYMENT Client agrees to pay Xerox for the System and Services in accordance with the payment provisions set forth in Schedule A. Xerox shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.

4. EXPENSES Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Xerox will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Xerox will provide receipts or other reasonable documentation.

5. TAXES If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Xerox may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt. If Xerox is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Xerox for payment of those taxes.

6. DELIVERY AND ACCEPTANCE Xerox will arrange for delivery of appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. to the receiving point at each installation site. Xerox will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for

acceptance and testing of the System or any System components shall be set forth in Schedule A. Client agrees to provide Xerox with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

7. CONFIDENTIALITY With respect to information relating to Client's business which is confidential and clearly designated as confidential or proprietary ("Client Confidential Information"), Xerox will instruct Xerox personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Xerox information that Xerox regards as confidential. However, Xerox shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by Xerox; (iii) is independently developed by Xerox outside the scope of this Agreement and without any reliance on Client Confidential Information; or (iv) is rightfully obtained from third parties. Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of providing the Services.

8. XEROX PROPRIETARY INFORMATION Client agrees that Xerox methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Client, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care. Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Client; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on Xerox Confidential Information; or (iv) is rightfully obtained from third parties.

9. USE OF CONFIDENTIAL INFORMATION Xerox and Client shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Xerox subcontractors, or permitted consultants engaged by the Client without the other party's prior written consent.

10. SYSTEM OWNERSHIP AND USE RIGHTS The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Customer or developed, conceived, or acquired by Xerox, Xerox employees, or by the authorized agents or subcontractors of Xerox as a part of the Services, including derivative works (individually and collectively "Xerox Intellectual Property"). The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Xerox Intellectual Property shall vest solely in Xerox. Client understands and agrees that all Xerox Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Xerox. The provisions of this Section shall survive termination of this Agreement.

11. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Xerox or otherwise coming into the possession of Xerox in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System. Any requirement for data conversion shall be included in the Services set forth in Schedule A.

12. DATA BACKUP Prior to Xerox providing the System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Client will be responsible for backing up all data contained in the System on a regular basis (and in all cases, immediately prior to the provision by Xerox of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any written instructions for data back-up provided by Xerox. If Xerox is unable to recover any or all lost or corrupted data, the responsibility and liability of Xerox for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Xerox shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Customer will be responsible for the integrity and content of data contained in the System. Under no circumstances will Xerox be responsible for the loss of Client data or software.

13. SOFTWARE LICENSE Xerox hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the Xerox Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. Xerox represents and warrants that Xerox possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Xerox Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Xerox Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Xerox Intellectual Property without prior written authorization by Xerox; and will not export any Xerox software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

14. THIRD PARTY HARDWARE AND SOFTWARE Any hardware and third-party software components provided by Xerox as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions the software licenses provided by those third-party software vendors, and Client understands and agrees that acceptance and use of this hardware and third-party software shall be deemed acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. For “shrink wrap” or “click-wrap” software, Client authorizes Xerox to accept the terms of each license on behalf of the Client when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Xerox explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Xerox makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

15. INSURANCE If Xerox performs any of the Services on Client premises, Xerox agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Xerox will provide evidence of coverage on a standard ACORD form certificate of insurance.

16. RISK OF LOSS OR DAMAGE TO HARDWARE Xerox will bear the risk of loss or damage to any hardware while in transit to Customer installation site(s). Client will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Xerox, its employees, agents, representatives, or subcontractors.

17. PERFORMANCE AND SYSTEM WARRANTIES Xerox warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by Xerox will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. XEROX MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. XEROX EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. XEROX EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED.

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Xerox; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by Xerox; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Xerox; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give Xerox prompt written notice that identifies each defect with specificity. Xerox will investigate and verify each reported defect. Upon verification by Xerox of a reported defect, Xerox shall (as determined by Xerox in the sole discretion of Xerox) repair, replace, or otherwise correct each verified defect at no cost to Client.

If any component of the System is believed to be defective, Customer shall give Xerox prompt written notice that identifies each defect with specificity. Xerox will investigate and verify each reported defect. Upon verification by Xerox of a reported defect, Xerox shall (as determined by Xerox in the sole discretion of Xerox) repair, replace, or otherwise correct each verified defect at no cost to Client. The parties understand and agree that the remedy determined and applied by Xerox shall constitute a complete and satisfactory remedy for each covered defect. The remedies provided under this Section shall constitute the sole and exclusive remedies available to Client for any defects in System components. The provisions of this Section shall survive termination of this Agreement.

18. SOFTWARE WARRANTY Xerox warrants that during the Term any application software components of the System that are developed and owned by Xerox (including customized software components) and furnished to Client by Xerox under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Xerox. The provisions of this Section shall survive termination of this Agreement. The limited warranty provided for Xerox software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Xerox; (c) any component that has been altered or modified by Client or any third party that has not been authorized in writing by Xerox; (d) any component that is damaged due to the negligence or misconduct of Client or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Xerox; or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.

19. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes,

or other governmental action, or cause beyond the reasonable control of a party (“Force Majeure Event”). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

20. TORT AND PROPERTY DAMAGE CLAIMS Each party shall defend, indemnify, and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any Client or tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement.

21. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.

XEROX SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT XEROX HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO XEROX UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO XEROX DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

22. TERMINATION FOR BREACH OR DEFAULT BY XEROX If Xerox materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Xerox of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the effective date of termination and return the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after termination.

23. TERMINATION FOR BREACH OR DEFAULT BY CUSTOMER If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Xerox may terminate this Agreement for breach. Termination by Xerox shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the effective date of termination and return the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after termination.

24. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Xerox if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source.

25. TERMINATION WITH NOTICE Either party may terminate this Agreement at the end of the Term or any Extended Term by providing ninety (90) calendar days written prior notice to the other party of the non-renewal of the Agreement.

26. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination, or any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

27. SYSTEM TERMINATION FEE During the Term, if the Client terminates this for any reason other than material breach or default by Xerox under Section 22 of this Agreement, or if this Agreement is terminated by Xerox due to a breach or default by Customer under Section 23 of this Agreement, Customer will pay to Xerox within thirty (30) days after the date of termination the amount set forth in Schedule A as a Termination Fee. The Termination Fee shall be calculated based on the number of months remaining in the Term prior to, and without regard to, the date of termination.

28. RELATIONSHIP OF THE PARTIES This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Xerox and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Xerox shall not be restricted from providing products or performing services for others and shall not be bound to Client except as provided under this Agreement.

29. HEADINGS The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

30. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Xerox:

ACS Enterprise Solutions, LLC
8600 Harry Hines Blvd.
Suite 300
Dallas, TX 75235

Attention: Joseph Buczakowski, Director

To Customer:

City of Central Falls
City Hall
580 Broad Street
Central Falls, RI 02863

Attention: Sonia Grace, City Clerk

With a copy to:

ACS Enterprise Solutions, LLC
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031

Attention: Contracts Department

31. DISPUTE RESOLUTION It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Xerox and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

32. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

33. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party's successors and assigns. Xerox may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Xerox. Any other attempt to make an assignment without prior written consent of the Client shall be void. Xerox may provide for the delivery of all or part of the Services through the use of subcontractors. Xerox shall notify Customer of work being performed by any subcontractor that performs work on the premises of Customer and shall ensure that the insurance requirements that apply to Xerox under this Agreement apply to and are complied with by each subcontractor

34. WAIVER OR FOREBEARANCE Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number

or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

35. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Xerox; or solicitation of Xerox employees or business customers may not be adequate for protection of Xerox, and accordingly Xerox shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

36. CUMULATIVE REMEDIES All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

37. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Rhode Island without reference to the principles of conflict of laws.

38. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

Agreement for Information Technology Products and Services



IN WITNESS WHEREOF, the undersigned authorized representatives of Xerox and the Client have executed this Agreement.

ACS ENTERPRISE SOLUTIONS, LLC

CITY OF CENTRAL FALLS

Signature
JBuczakowski

Signature
[Handwritten Signature]



Name
Joseph Buczakowski

Name
JAMES DISSA

Title
Director

Title
MAYOR

Date
5-29-2015

Date
6-9-15

Reviewed per F.S.A.
[Signature]
Leonard Morganis
Administration & Finance Officer

Approved as to form and correctness

City Solicitor
[Signature]

SCHEDULE A STATEMENT OF WORK

This Statement of Work is incorporated in the Agreement for Products and Services (“Agreement”) by and between ACS Enterprise Solutions, LLC (“Xerox”) and the City of Central Falls (“Client”).

A. SCOPE OF SERVICES

XEROX RESPONSIBILITIES

Xerox shall perform the following Services for Client:

1. Install and implement the current version of the **20/20 Perfect Vision © Software**, the Xerox open architecture land records document management, imaging, and workflow software (the “System”), at the Client’s site located at City Hall, 580 Broad Street, Central Falls, RI 02863.
2. Xerox will be responsible for the design, development, management, installation, training, acceptance, and support of the Software.
3. The installation will be customized to include the following System modules and functions:
 - Recording
 - Cashiering
 - Indexing
 - Imaging
 - Searching
 - Retrieval
 - Reporting
 - Local public access
 - Web Distribution
 - Workflow functions (Xerox will adjust workflow parameters, as appropriate).
4. Xerox will convert all existing Client index data and image data to the System as part of the installation services.
5. At the end of each month, upon notification from the Client that all index entries have been completed and verified, Xerox will provide the Client with year-to-date index listings in strict alphabetical order.
6. At the end of each year, Xerox will create a multi-year printout until a five (5) year period is accumulated. Xerox will continue this frequency in five (5) one-year increments to provide a ten (10) year printed index to the Client. Printing will be in black ink.
7. Xerox will be responsible for the initial education and training on the System. Initial education and training shall include on-site education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the system.
8. Xerox will perform all on-going support of the System, including hardware and software, during the term of this Agreement.

9. Xerox will be responsible for replacing any damaged Xerox-owned equipment or providing insurance to cover the cost of replacing the equipment.
10. Xerox will install, service, and maintain all Xerox-owned equipment (listed in the table below) and software installed at the Client’s site during the term of this Agreement.
11. Xerox will receive monthly image transfers from Client and create 16mm microfilm for images where the original is 11” x 17” or less.
12. Xerox will provide archival and disaster recovery services for the term of the Agreement.
13. Xerox will provide Compact Books and archival paper for Land Evidence Books as well as Index Binders and tab sheets to house index prints.

HARDWARE CONFIGURATION

Component	Quantity	Description
Dell PowerEdge T110	1	Server
Dell OptiPlex 9020 Small Form Factor with 23" Flat Panel	2	Public Stations
Dell OptiPlex 9020 Small Form Factor with 23" Flat Panel	1	Cash Station
Dell OptiPlex 9020 Small Form Factor with 23" Flat Panel	1	Scan Station
Dell Power Connect 2816 Switch 16Port 1GB	1	Switch
Fujitsu FI-7260	1	Scanner
HP P3015X DTN	1	Laser Printer
CISCO 5505 Firewall	1	Firewall
APC 550 UPS	2	UPS
APC 1500 LCD UPS	1	UPS
APC SureArrest Performance	2	Surge Protectors
Verbatim 2TB External Hard Drive	1	USB External Drive
Seagate 500GB SLIM Hard Drive	6	USB External Drives
Receipt/Validator - Axiohm A760	1	Receipt Validator
Cash Drawer APG	1	Cash Drawer

SOFTWARE

- Microsoft Windows 7
- Microsoft Windows Server 2012
- Microsoft SQL Server 2014
- McAfee Endpoint Protect
- Novastor Backup Server
- PDF Factory Pro Server

Equipment configurations are subject to technology advances and changes in vendor availability.

CLIENT RESPONSIBILITIES

1. Client understands and agrees that successful implementation of the Software requires the Client to assign a high priority to the successful implementation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times.
2. Client agrees to be responsible for purchasing, installing and managing all necessary anti-virus protection software and anti-virus software updates on the Client server and all Client networked PC workstations.
3. Client agrees to allow Xerox to schedule a Xerox support person to be on the Client site for all installations.
4. Client will provide printer ribbons, toner cartridges, printer paper, electricity, magnetic media for backups and image extractions, pick rollers and pad assemblies, cabling requirements, Internet access, and other miscellaneous supplies not specifically provided by Xerox.
5. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
6. Client will create any record books.
7. Client will package and deliver to Xerox the necessary backup media and other forms. Client will pay the freight costs associated with this requirement.
8. Client will provide a medium speed connection to the internet (DSL, Cable, etc.) of sufficient bandwidth to do database replication and support.
9. Xerox will allow Client to interconnect the Client PC network and the Xerox system network in order to extend public access to additional Client workstations on the existing Client computer network, or to install email or general internet access services on Contractor workstations for Client employees, or for other purposes. If interconnectivity is established, the following shall apply:
 - a) Client will be fully responsible for restoring the System in the event of virus disruption.
 - b) In the event of downtime determined by Xerox to have been caused by virus contamination of the System or traceable by Xerox to Client-installed software, Client agrees to pay Xerox for restoration of the system at the current Xerox hourly labor rate (\$150 per hour on the Effective Date of the Agreement and subject to change to reflect increased costs of labor and materials).

B. ACCEPTANCE AND TESTING

1. Client shall have ten (10) business days after notification by Xerox that the System is ready for acceptance to inspect and accept the System delivered and installed by Xerox or decline to accept the System. If Client declines to accept all or any part of the System, Client will provide Xerox a written description of the deficiencies and a reasonable opportunity to cure those deficiencies.
2. Client will indicate acceptance of the System in writing. However, if client fails to decline to accept the System and deliver a written list of deficiencies to Xerox within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client.
3. Client understands and agrees that minor defects (i.e, defects that do not inhibit the System from operating in substantial accordance with Xerox specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Xerox as part of ongoing warranty or maintenance of the System.

C. TERMINATION FEE

As referenced in Section 27 of the Agreement, City of Central Falls may terminate this Agreement with reimbursement of all expenses and payment as follows:

- a) City of Central Falls may terminate the agreement after year one with 60 days written notice after paying Xerox for all incurred expenses of \$14,800.00.
- b) City of Central Falls may terminate the agreement after year two with 60 days written notice after paying Xerox for all incurred expenses of \$11,300.00.
- c) City of Central Falls may terminate the agreement after year three with 60 days written notice after paying Xerox for all incurred expenses of \$7,700.00.
- d) City of Central Falls may terminate the agreement after year four with 60 days written notice after paying Xerox for all incurred expenses of \$4,200.00.

D. PAYMENT AND RATES

Xerox will invoice City of Central Falls on a monthly basis for the Services based on the following price schedule.

Services	Price
20/20 Land Records Management System (for sixty months)	\$5.85 per document
Annual Microfilm Storage	\$1.50 per roll
Internet Pricing	
<p>Internet hosting services for land and maps are included at no charge to the Client, and the Client agrees that document images are free to view and that Xerox may charge \$1.50 per page to print or download with a \$50.00 annual customer subscription and \$2.50 per page to print or download without a subscription. All revenue will be split equally between Xerox and the Client (50% Client - 50% Xerox). If the Client discontinues approval of this arrangement for fee collection, Xerox will discontinue the service or negotiate with the Client for an additional fee that the Client will pay to Xerox to continue the service.</p> <p>The Client has the following options with respect to payment of the 50% Client share of revenue received by Xerox for public access to and printing of documents:</p> <ul style="list-style-type: none"> (a) The Client can use this revenue as a credit to offset the fees due from Client to Xerox for the month in which the Internet hosting charges are collected by Xerox; or 	

<p>(b) Xerox can remit this revenue to the Client on a monthly basis via check.</p> <p>If the Client elects not to receive monthly payments by check, and the amount of credit exceeds the amount due to Xerox, Xerox will retain the excess Client share of revenue (rather than remit the balance to the Client) to offset any difference that would otherwise be owed to Xerox in subsequent months. However, Xerox will retain a credit balance no longer than twelve (12) months from the month in which the Internet hosting charges are collected by Xerox. If the Client does not use the full value of the credit offset in any applicable twelve (12) month period, then remaining balance of the credit will be paid by Xerox to the Client via check.</p> <p>Client understands and agrees that Xerox exercises no control over, and shall have no responsibility or liability for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. Further, Xerox and its suppliers are not liable for any temporary delay, outages, or interruptions of the Services.</p>	