

2011 RESOLUTION – PRINT MANAGEMENT AGREEMENT

WHEREAS, the Director of Information Systems recommends the Township of Bloomfield enter into a contract with Altanticare Managed Print Services for the Township’s toner supplies; and

WHEREAS, the contract shall not exceed the bid threshold; and

WHEREAS, the Director of Finance has indicated that funding is available for these services.

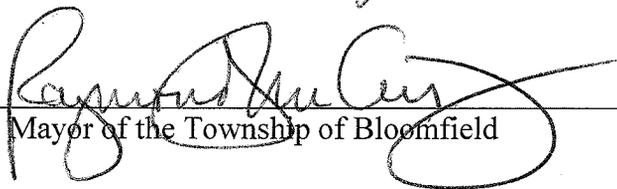
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council, of the Township of Bloomfield, County of Essex, State of New Jersey that the Township Administrator is hereby authorized to enter into the attached agreement with Atlanticare Managed Print Services, 134 West 26th Street, New York, New York 10001.

* * *

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on January 18, 2011.



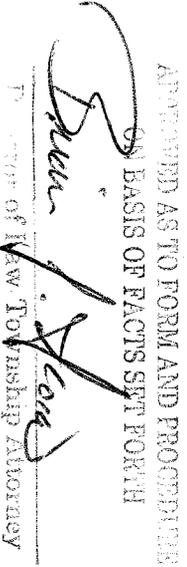
 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

ROLL CALL VOTE

<u>MAYOR & COUNCIL</u>	YES	NO	ABSTAIN	ABSENT
COUNCILWOMAN MALY	✓			
COUNCILMAN JOANOW	✓			
COUNCILMAN RUANE	✓			
COUNCILMAN VENEZIA	✓			
COUNCILWOMAN DUNIGAN	✓			
COUNCILMAN HAMILTON	✓			
MAYOR McCARTHY	✓			

APPROVED AS TO FORM AND PROCEEDINGS
 ON BASIS OF FACTS SET FORTH

 Attorney for Township of Bloomfield

Atlanticaremps

Managed Print Services

Print Management Agreement

This Agreement ("Agreement") is entered into as of ____ day of _____, 2010 ("Effective Date") by and between Atlantic Tomorrow's Office, with a place of business located at 134 West 26th Street, New York, New York 10001 ATLANTIC (hereinafter "ATLANTIC") and _____, Bloomfield Township NJ (hereinafter "Customer"). ATLANTIC and Customer agree as follows:

- A. **SCOPE OF SERVICES:** In consideration of Customer entering into and performing its obligations under this Agreement, ATLANTIC agrees to provide the following services, directly or indirectly to Customer, per the terms outlined in **Exhibit A: Quote Acceptance Form**, which is incorporated herein by reference ("QAF"): inspection, printer adjustments and labor for parts replacement required for the proper operation for all equipment covered by this Agreement ("Services"). Each item of equipment covered under this Agreement, its serial number and its applicable service level is set forth in **Exhibit B: Cost-Per-Page-Devices** or **Exhibit C: Maintenance Only Devices**, which are both incorporated herein by reference (collectively, "Equipment"). Customer shall give ATLANTIC not less than thirty (30) days prior written notice before removing or adding a piece of Equipment, except to the extent a printer is removed due to failure. Notwithstanding anything contained herein, paper and staples are not included in the services provided under this Agreement and must be purchased separately by Customer.
- B. **RELOCATION:** ATLANTIC shall provide Maintenance Services for the Equipment at the location(s) indicated in the original QAF. If Customer relocates the Equipment within ATLANTIC's service area and desires to continue Maintenance Service, the Customer shall be subject to additional charges based upon the distance to Customer's new location and labor cost changes, if any. If Customer relocates the Equipment outside of ATLANTIC's service area, ATLANTIC shall have the right to discontinue service to these devices immediately. Customer shall be responsible for any relocation and/or re-installation charges for the Equipment at its new location, for ensuring the Equipment is not damaged during any such relocation and for ensuring Equipment is relocated into an appropriate environment therefor. Any Services or other performance arising due to such relocation shall be considered outside of the scope of this Agreement, and will be subject to the Section J hereinafter.
- C. **TOOLS:** Delivery of Maintenance Services may require installation of certain ATLANTIC proprietary or third-party hardware and software programs in the Customer's Intranet network environment, or on computers that operate within Customer's Intranet network environment, to collect Product usage data or provide other functionality for multifunction Consumables ("ATLANTIC Tools"). ATLANTIC grants Customer a limited license to use the ATLANTIC Tools only for the purposes of receiving Maintenance Services during the term of this Agreement. ATLANTIC Tools remain the sole and exclusive property of ATLANTIC and are provided "as is." Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the ATLANTIC Tools, nor may Customer modify, adapt, copy, disassemble or decompile the ATLANTIC Tools. Customer acknowledges that delivery of Maintenance Services may be contingent upon installation of ATLANTIC Tools, which Customer has no ownership interest in the ATLANTIC Tools, and that ATLANTIC will remove the ATLANTIC Tools, or any other ATLANTIC-loaned equipment upon termination of this Agreement. Customer will follow the guidelines set forth in the ATLANTIC Tools documentation provided to Customer upon installation. If ATLANTIC is unable to accurately capture Product activity information for any reason for a particular Product in a given month, Customer shall, at ATLANTIC's direction, confirm via email or telephone by printing a configuration page for such Product (according to the Equipment operating manual), and will provide this information and configuration page to ATLANTIC upon request. If the Equipment is unable to generate a configuration page or if Customer does not otherwise make the page or page counts available to ATLANTIC, ATLANTIC will assign such Equipment and invoice Customer for a page count that is representative of the Product's historical usage.
- D. **INVOICING:** The Customer agrees that all payments required under the Agreement will be paid in net 30 days. Customer agrees to make payment in full to ATLANTIC for all amounts due according to invoice(s) hereunder. Should Customer default on any such payment(s), ATLANTIC shall have the right, without notice to CUSTOMER, to: (i) withhold performance under this Agreement (and any other agreements between the parties hereto) until a reasonable time after all defaults have been cured, (ii) declare all sums due and to become due to be immediately due and payable under this MSA and any or all of the other agreements, (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to, costs and expenses of collection, and reasonable attorney's fees, (iv) terminate this Agreement, and/or (v) pursue any other remedies permitted by law. Customer will reimburse ATLANTIC for all reasonable costs and expenses incurred (including reasonable attorneys' fees, court costs, collection agency fees, etc.) in collecting any overdue amounts and/or other expenses or liabilities arising directly or indirectly from such default.
- E. **FEES:** The fees for Service under this Agreement shall be the amount set forth in the QAF. There are no minimum or Excess Copy Charges. Any significant change to the quantity of the devices covered, page coverage, or page volume associated with the devices in the pricing proposal may cause ATLANTIC to review and revise pricing schedules on a quarterly basis. Cost Per Page charges may only be changed on a quarterly basis upon written approval from Customer.
- F. **ADVANCE INSPECTION:** ATLANTIC reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. In the event an advanced inspection does not occur at each location prior to execution of this contract, equipment that, in ATLANTIC's reasonable

opinion, requires immediate repair will be identified to the Customer. In the event that more than 10% of the fleet requires immediate replacement, replacement parts, consumables or repair upon Effective Date or other implementation/start date, as applicable, Customer may then, at its option, elect to: (i) have such Equipment repaired at ATLANTIC's current hourly service labor rate plus parts and toner costs; (ii) have the unit excluded from the Agreement; or (iii) may elect to replace Equipment. In the event that, at Customer's election, ATLANTIC provides toner, parts or service in accordance with this Section - upon implementation/start date - all equipment repair, consumables and/or equipment replacement necessary to bring Customer's Equipment fleet above and beyond the 10% threshold previously set forth shall be charged to Customer at Atlantic's then-current rates.

- G. **UNSERVICEABLE EQUIPMENT:** During the course of this agreement if it is determined by ATLANTIC that equipment maintained under the scope of this agreement needs to be replaced or reconditioned due to age, end of useful life, abuse or other damage to the equipment then ATLANTIC will notify Customer of such in writing. Customer may elect to either (i) have the equipment reconditioned at Customer's expense or (ii) remove this piece of equipment from the Agreement, subject to the notice restrictions hereunder.
- H. **PRICING REVIEW:** ATLANTIC reserves the right to review pricing at any time. Price changes will not be made unless final approval is given by Customer.
- I. **MAINTENANCE:** During the term of this Agreement, ATLANTIC agrees to maintain and repair the Equipment using commercially reasonable efforts to keep the Equipment in good working order and condition. The foregoing may include the replacement of maintenance kits pursuant to the original printer manufacturer recommended intervals. If Customer notifies ATLANTIC during the term of the agreement that the equipment is not in good working condition, ATLANTIC will, during established service hours, make necessary adjustments and repairs including replacement of parts, if necessary. ATLANTIC's service hours are 8:00 a.m. to 5:00p.m. EST Monday through Friday, excluding holidays. Service at times other than ATLANTIC established service hours may, at ATLANTIC's discretion, be furnished on an "as available basis" at published rates then in effect. Replacement parts will be replaced on an exchange basis only. Parts that have been replaced will remain the property of ATLANTIC. ATLANTIC reserves the right to use new or factory reconditioned parts.
- J. **SERVICE LIMITATIONS:** Customer agrees ATLANTIC will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement, (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment, (iii) Unauthorized Equipment alteration and tampering, or connection with non-compatible Equipment, (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements, or (v) failure of improper electrical power, (vi) Acts of God, lightning or other incidents of excess voltage or power surges, or (vii) Customer using toner or printer parts from any other source other than the ATLANTIC or due to improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. In addition, the following are not included as maintenance service; (i) site preparation, (ii) printer set up and installation, (iii) moving units, (iv) painting and refinishing units, (v) software maintenance, firmware upgrades, systems engineering services or programming, (vi) training and education, (vii) resolution of problems external to the printer, including internet line, network connection, modem, cabling and electrical power problems and (viii) adding, changing or removing features, options, external devices, accessories or network cards. If ATLANTIC provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer at ATLANTIC'S then-current rates for labor and parts.
- K. **COST-PER-PAGE DEVICES:** Cost-Per-Page Devices are Equipment set forth in Exhibit B ("Cost-Per-Page Devices"). The fee for Cost-Per-Page Devices includes all parts, toner and labor for covered services. Service and responses times for each Cost-Per-Page Device shall be as set forth in the QAF.
- L. **CUSTOMER RESPONSIBILITY:** Customer will be responsible for normal daily care and cleaning including dusting equipment, replenishing toner, clearing jams, etc.
- M. **REPLACEMENT PARTS:** All additions, deletions, and other changes in Services, management and pricing to this Agreement require mutual approval from both ATLANTIC's and Customer's Program Manager. The internal business process and service commitments will be set forth in the overarching QAF exhibit. Replacement parts will be replaced on an exchange basis only, and ATLANTIC reserves the right to use new or factory reconditioned parts. Parts that have been replaced will remain the property of ATLANTIC or Contractor. Furthermore, ATLANTIC may keep used cores from parts and maintenance kits for recycling purposes.
- N. **SOLICITATION OF PERSONNEL:** Each party shall not for a period of twelve (12) months after the termination or completion of the provision of any of the Services set forth in this Agreement, directly or indirectly, solicit the services or employment of any employees of the other party that was involved in the provision of such Services without the written consent of the either ATLANTIC or Customer, unless such solicitation or employment is in response to general advertising.
- O. **LIABILITY LIMITATION:** ATLANTIC's total liability hereunder is limited to repair and maintenance of the Equipment. ATLANTIC will not be held liable to Customer or any other party for any personal injury or indirect, consequential damage, including, but not limited to, loss of use, revenue or profit. ATLANTIC will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by ATLANTIC as hazardous to health and safety, labor difficulties, power failures etc. In no event shall ATLANTIC be liable for loss of data or other cause outside of ATLANTIC'S reasonable control resulting in delays in supplying service, repair of, or attempts to repair the Equipment by agents, representatives, or employees of ATLANTIC.

- P. **FORCE MAJEURE:** ATLANTIC will not be held liable for losses, injury, damages, whether direct or indirect resulting from, but not limited to, riots, war, strike, Acts of God (Tornado, Hurricane, Flood, Earthquake, Volcano, etc.) or other causes beyond ATLANTIC'S reasonable control. This Agreement may be considered null and void if events of this nature prevent either Customer or ATLANTIC from fulfilling the obligations outlined in this agreement.
- Q. **TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes and fees charged relative to this agreement. Customer agrees to reimburse ATLANTIC for all amounts paid or payable by ATLANTIC in discharge of the foregoing taxes.
- R. **FREIGHT:** Customer shall be responsible for all freight unless otherwise noted.
- S. **SERVICE HOURS:** ATLANTIC shall provide Services between the hours of 8:00a.m. to 5:00p.m. Eastern Standard Time, Monday through Friday, excluding holidays ("Service Hours"). ATLANTIC may provide, in its sole discretion, and at its current rates, service outside its Service Hours upon approval by Customer. Customer shall provide technicians a reasonably suitable space at each office, and/or reasonable access to the Equipment, to perform such repairs. Service requests initiate from online monitoring of equipment status by ATLANTIC, or from Customer personnel. Service requests from Customer personnel shall be initiated from the Help Desk by contacting the toll free Help Desk number at 866-202-3992 option 2 or entering the request at www.printhelpline.net, which is available 24 hours per day, 365 days per year.
- T. **NOTICES:** Notices required under this agreement shall be written and sent to ATLANTIC at 134 West 28th Street, New York, New York 10001, Attention: Bill McLaughlin, Vice President, Managed Print Services; and to Customer at 1 Municipal Plaza, Bloomfield, NJ 07001. All notice will be effective upon date of receipt.
- U. **JURISDICTION:** This agreement shall be interpreted and enforced according to the laws of the State of New Jersey.
- V. **CONFIDENTIALITY CLAUSE:** ATLANTIC recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. ATLANTIC agrees to use their best efforts to treat Customer Information on a confidential basis. ATLANTIC agrees not to disclose any Customer Information to any person, firm or corporation except to ATLANTIC employees, subcontractors or agents that have a need to know such Customer Information to perform the services contemplated hereunder without Customer's prior written consent or unless subject to court order or subpoena.
- W. **TERM AND TERMINATION:** This Agreement shall commence on the Effective Date, and shall expire at midnight, three (3) years after the Effective Date (the "Initial Term"). Upon expiration of the three (3) year term, this Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term," collectively "Renewal Terms"). ATLANTIC may terminate this Agreement at any time and without cause upon thirty (30) days prior written notice to the other party. Customer may terminate this Agreement without cause only at the end of the Initial Term or a Renewal Term, provided that Customer notifies ATLANTIC in writing of its intent to terminate this Agreement not less than (60) days' prior to the expiration of the immediately preceding term (whether the Initial Term or a Renewal Term, as applicable).
- X. **MAINTENANCE ONLY DEVICES:** Maintenance Only Devices are Equipment set forth in Exhibit C ("Maintenance Only Devices"). The Service fee for Maintenance Only Devices includes labor and parts associated with printer service calls, but does not include consumable items, such as toner cartridges and maintenance kits, which are sold separately. Service and response times for each Maintenance Only Device shall be as set forth in the QAF. Customer may work with ATLANTIC to move devices from a Maintenance Only Program to a Cost Per Page program, with pricing to be agreed upon by both parties.
- Y. **DEVICE ADDITIONS:** Customer agrees that all print devices added to the ATLANTIC Tools are subject to review. Any similar make and model referenced in Exhibit B of contract that is added to ATLANTIC's Tools will be added at the agreed upon contractual mono or color rate based on device type. ATLANTIC reserves the right to refuse the addition of any device that could be presumed to have a negative impact on the subsequent pricing terms. ATLANTIC reserves the right to include new devices that fall outside the make and model requirements outlined above in a new pricing schedule to be reviewed by Customer. Customer has the right to refuse new pricing terms however; additional devices will be excluded from existing contract that is in effect.

SIGNATURE PAGE FOLLOWS ON THE SUBSEQUENT PAGE

In Witness Whereof, intending to be legally bound to the terms of this Agreement, authorized representatives of the parties have affixed their respective signatures hereto.

ATLANTIC INFORMATION

Company Name: Atlantic Tomorrows Office
Address: 134 West 26th Street
Address: _____
City, State Zip: New York, New York 10001
Contact Name: Bill Mclaughlin
Phone: 12127418400
Fax: _____
Email: bmclaughlin@tomorrowsoffice.com

Accepted By:

Signature: _____
Printed Name: _____
Title: _____

CUSTOMER INFORMATION

Company Name: Bloomfield Township
Address: 1 Municipal Plaza
Address: _____
City, State Zip: Bloomfield NJ 07003
Contact Name: Tim Kane
Phone: 973-690-4670
Fax: _____
Email: tkane@bloomfiledtwpnj.com

Accepted By:

Signature: _____
Printed Name: _____
Title: _____

Thank You

Thank you for allowing the Atlanticare team to present you with this MPS Proposal. Your time and commitment have allowed us to build a solution for you that truly allows for simplification and streamlining of all aspects of your printing environment.

For further details or to get started, my contact information is below.

Yours truly,

Kevin Edwards
Managed Print Specialist
732 850 8526
kedwards@tomorrowsoffice.com

Proposal Acceptance

Proposal Acceptance does not constitute a contract or any other legal obligation for service

Date: _____

Name/Title: _____

Signature: _____

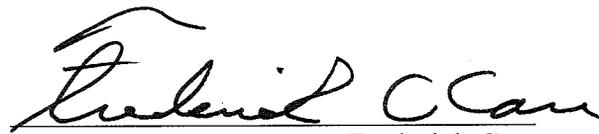
A	B	C	D	E	F	G	H	I	J	K	L	M
IP	Models	SERIAL NUMBER	user	net?	actual or average	monthly usage	monthly color					
1	10.7.2.48	CNGB14982		y	actual	2440						
2	HP LaserJet 2300 series	CNRF23975		y	actual	84						
3	10.7.2.41	CNRC38216		y	actual	640						
4	HP LaserJet 4250	JP2LC2056		y	actual	1361						
5	10.7.2.17	CNBSM29796		y	actual	1285						
6	HP LaserJet P2055x	USGM16819		y	actual	4046						
7	HP LaserJet 8000 Series	JPAK104763		y	actual	2187						
8	10.7.2.34	CNRC581611		y	actual	210						
9	HP LaserJet 1320 series	US8811447		y	actual	678						
10	10.7.2.42	USMB184366		y	actual	0						
11	HP LaserJet 4050 Series	CNBF21885		y	actual	69						
12	10.7.2.49	CNGB209667	PUBLIC WORKS	y	average	375	700					
13	local	LJ4100	LAW-DANIELLE	n	average	2200						
14	local	LJ2100	LAW-ANDREA	n	average	2500						
15	local	LI1600	INSPECTIONS	n	average	1250						
16	local	LI1160	CONSTRUCTION-CARL	n	average	625	500					
17	local	LI1160	COMMUNITY DEV- GLEN	n	average	625						
18	local	LI P3005	FINANCE-LINDA	n	average	3250						
19	local	LI 4050	HEALTH DEPT-MICHELLE	n	average	678						
20	local	LI 1300N	CLERK	n	average	1000						
21	local	LI M1522N MFP	HUMAN SERVICES	n	average	500						
22	local	LI 2300	HUMAN SERVICES DIRECTOR	n	average	69						
23	local	LI 1100	MAYOR	n	average	625						
24	local	LI 4100	TWP ADMIN FRED	n	average	2500						
25	local			n	total	29698	3098					
26				n	cpp	0.023	0.072					
27				n	estimated monthly cost	\$683.05	\$223.06					
28				n								
29				n								\$906.12

no second meter so could not gain monthly average

based on other 4050 on the network

based on other 2300 on the network

I hereby approve / disapprove of the passage of the attached Resolution.



Frederick Carr
Township Administrator

If the Township Administrator disapproves of the attached resolution the reasons are as follows:

I hereby approve / disapprove of the passage of the attached resolution.

Tim Kane
Director

If the Department Head disapproves of the attached resolution the reasons are as follows: