# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Service Agrmt; United Reprographic Supply

**Action Requested:** County Manager Signature

**Parties to the Agreement:** United Reprographic Supply Inc

**Term Begins:** **Term Ends:** **Grant Contract #:**

**Summary:**

Service agreement for the Oki platt printer in the Recording Department.

**Fiscal Impact:**

**Submitted by:** Kathy Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:
No concerns, no price change from previous agreement. Included in the 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/25/2020

**County Attorney Review:** (●) Required ( ) Not Required

Comments:
ok db 2/27/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/27/2020 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/28/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 3/3/2020

*Revised April 2015*

united reprographic Supply inc.

# SERVICE AGREEMENT

Gunnison County Clerk & Recorder
Attn: Cathy Simillion
221 N. Wisconsin St., Ste C
Gunnison, CO 81230

Invoices Billed To

Equipment Location

☒ Same as Bill To

## EQUIPMENT:

| Make | Model | Serial # | ID# |
|---|---|---|---|
| Oce | Plotwave 345, w/scanner | 331202227 / 355003609 | AA937 / EQ3585 |

## CONTRACT INFO:

Contract Includes[1] *(Supplies subject to delivery/freight charge)* ☒ Equipment ☒ Parts ☒ Labor ☒ Toner/Ink

☒ 20# Bond ☐ Inkjet Paper ☐ Printhead ☐ Drums/Dev ☐ Maint Cartridge ☐ Staples

Initial Term: 2/27/2020 - 2/26/2021

Base Rate *(Billed in Advance)*: $124.00

Billed *(Check One)* ☒ Monthly ☐ Quarterly ☐ Annually ☐ Other *(See Notes)*

Usage Charge

| Square Foot[2] | B/W[3] | Color[3] | Other (See Notes) |
|---|---|---|---|
| $0.10 | $N/A | $N/A | $ |
| *Included* | *Included* | *Included* | *Included* |
| 3,000 | | | |

Usage Charge is Billed *(Check One)* ☐ Monthly ☒ Quarterly ☐ Annually ☐ Other *(See Notes)*

[1] Misuse, abuse and moves are not included in this agreement. See terms for more information. [2]Usage charge is based upon 5% toner coverage; usage rate may increase if percent coverage is over 5%. [3]Click is 8½ x 11.

## NOTES:

Annual Service Agreement Renewal

Customer

Print Name & Title

Signature & Date

Contract Contact *(if different)*

Print Name & Title

Signature & Date

Meter Contact Name & Email

# SERVICE AGREEMENT
# CONTRACT TERMS & CONDITIONS

Invoices Billed To

Gunnison County Clerk & Recorder Attn: Cathy Simillion 221 N. Wisconsin St., Ste C Gunnison, CO 81230

## 1. SERVICES

*Services Provided:*

- URS will make all inspections, adjustments and repairs necessitated by normal wear and tear or defects in material and workmanship. Agreement does not cover repairs and/or part replacements resulting from: abuse, accident, fire, water, lightning strikes, any natural disasters or acts of God, unauthorized and/or moving of equipment, use of materials detrimental to proper operation of device, failure to follow instructions provided in the equipment manual or other equipment accessories obtained from third party vendors.
- Service calls are on an as-needed basis during business hours: 8:00AM to 5:00PM, Monday through Friday.
- We may request assistance in remote troubleshooting to remedy or resolve the problem in minutes. Prior to any onsite assistance, a technician may initiate and perform remote diagnosis to facilitate problem resolution. Repairs on-site are subject to the customer providing immediate and unrestricted access to the system.
- For all contracted devices Manufactured OEM Supplies must be used and purchased from United Reprographic Supply Inc. In the event OEM Genuine Supplies are not used and damages are incurred to the device and/or parts as a result of this, you the customer will be held accountable for the total cost to replace the damaged item(s).

*Services Provided for Software:*

- URS will support original manufacturer's software for the contracted device.
- You are solely responsible for protecting and removing any confidential data/images stored on the Equipment.

*Relocation of Equipment:*

- Client agrees to assume responsibility for all costs associated with relocation of equipment. Costs will include all applicable de-installation and re-installation services, packaging as appropriate, transportation and all special rigging charges required to effect the relocation.
- Customer must ensure that the new location conforms at all times to the Manufacturer's requirements.
- URS must be notified prior to the equipment being moved.
- This agreement will not cover damages to equipment that is moved without assistance from URS representatives.

*Preventive Maintenance:*

- ☐ If checked, URS will provide a preventive maintenance or a service call (which includes a preventive maintenance cleaning) once every three months to keep your machine performing well and limit service problems. Additional charge for DesignJet systems.

## 2. YOUR OBLIGATIONS

- Provide Meter Readings: If readings are not provided by customer, an estimated reading(s) will be applied five days after the billing date and/or a technician will be dispatched to retrieve reading(s).
- Inform and keep URS up to date of Contact information for: meters, responsible party for machine upkeep, and decision maker.

## 3. SERVICES AGREEMENT TERM/ RENEWAL / TERMINATION / BREACH

*Renewal and Expiration:*

- Service Agreement will automatically renew every year for a one-year term unless a 60 day written notice of cancellation is received by a URS representative. Confirmation of this receipt will be sent to you, the customer.
- Pricing for renewal term shall be at URS's current rates which may be subject to an annual increase.

*Agreement Termination:*

- This Agreement is non-cancelable during the initial term or simultaneous with term of lease. After the initial term, a 60 day written cancellation is required and notice must be reviewed and confirmed valid by a URS Representative.
- Early cancellation may be subject to penalty if cancellation request is received after the renewal date. This includes but is not limited to, invoicing complete base charge and/or average monthly click charge until what would have been the next renewal.
- Upon bankruptcy, assignment for the benefit of creditors or insolvency of URS, this agreement will be terminated. In addition, you may also terminate this agreement at any time without penalty only by upgrading the Equipment with a replacement for another URS product. URS may terminate this Agreement by giving you written notice.
- Upon termination, you are responsible for returning all unused supplies covered by this agreement. Any supplies not returned will be billed to you.

## 4. BILLING AND PAYMENT TERMS

- All applicable taxes shall be added to the amount due unless you have provided proof of tax-exempt status.
- Payment is due promptly after you receive a URS invoice.
- URS can withhold service and supplies if payment is not received within 20 days after the date of URS's contracted invoice.
- While equipment is contracted, if account goes to delinquent/temporary C.O.D. status, services will be suspended until all outstanding invoices are paid in full. In the event the account goes into C.O.D. status, URS has the right to terminate the supply inclusive portion of the agreement.

## 5. DISCLAIMER OF WARRANTIES

URS disclaims any and all express and implied warranties with respect to equipment, services or software including but not limited to the implied warranties of merchantability and of fitness for a certain reason.

## 6. LIMITATION OF LIABILITY

Neither party shall be liable to the other for any indirect or consequential loss, loss of data or loss of profits, incidental damages, howsoever caused, including through negligence.

## 7. ADDENDA

The service agreement information section of this Agreement describes the Addenda, if any, containing additional or different terms and conditions which are applicable to this Agreement. You acknowledge having received these Addenda.

## 8. ENTIRE AGREEMENT / ASSIGNMENT / ATTORNEY'S FEES / GOVERNING LAW / FORCE MAJEURE

These terms and conditions, together with any applicable Addenda, constitute the entire agreement as to their subject matter and supersede all prior and contemporaneous oral and written agreements. URS may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement that shall be considered an original. Any terms on your ordering or confirmation documents shall be of no force or effect. In any action to enforce this Agreement, both parties agree to waive their right to a jury trial and to pay the prevailing party's costs and expenses, including reasonable attorney's fees. The law governing the interpretation and construction of this Agreement shall be that of the State in which Services are initially performed (including its choice of law rules). Neither party may assign this Agreement without the other party's prior written consent, such consent not to be unreasonably withheld.

Client agrees to these terms and conditions.

| Print Name | Signature | Date |
|---|---|---|