

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/11/2022

Contract/Lease Control #: C23-3263-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CPC OFFICE TECHNOLOGIES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/11/2022

Expiration Date: 04/19/2025

Description of: COPIER MAINTENANCE AT AIRPORT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

From: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Sent: Friday, October 7, 2022 9:05 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Subject: Re: Maintenance for new machine at the airport

This is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Wednesday, October 5, 2022 11:24:46 AM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'
Subject: FW: Maintenance for new machine at the airport

Kerry,
I remembered one more item. The attached has not been approved as of today.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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AGREEMENT

CPC Office Technologies referenced herein as "CPC" agrees to provide the Purchaser of this agreement, the services described within this document, on the equipment listed on the reverse side, for the scheduled fees. This contract shall remain in force for a minimum one-year period and may not be canceled during the initial term or any renewal thereof. The Purchaser will be billed on a monthly, quarterly, or annual basis with the minimum billed and payable in advance. Upon contract renewal there will be an annual increase not to exceed 10%.

An "All Inclusive" Agreement includes parts, labor, routine maintenance and supplies (including toner and developer unless stated otherwise) except staples and paper as specified by manufacturer to keep the equipment operating at optimum performance levels, but does not cover any software maintenance or network connectivity support. In order to ensure proper maintenance of equipment, CPC will provide routine service during its normal working hours (8:00 a.m. – 5:00 p.m.) not including Saturdays, Sundays or holidays.

For Copiers/Printers:

All parts removed become the property of CPC. In the event of any increase in the cost of fuel, parts, supplies, or other component(s) not under the control of CPC, those increases shall be passed on to customer.

For Other Products:

All non-copier agreements include parts, labor, and routine maintenance calls. The same exclusions listed under copiers apply here as well (unless otherwise specified). Service programs vary based on product and may be based on an annual fee, minimum meter fee, or charges billed in arrears for prints produced. CPC shall have no obligation to make ordinary changes of toner, paper, staples, and developer or to install equipment accessories. Nor will CPC be liable for negligence by the user or any repairs or replacements due to electrical power problems, abuse, accidents, theft or damage caused to the machine by repairs done by someone other than an authorized CPC representative or any other issues resulting from acts of God including but not limited to climatic conditions, water, or fire damage.

This program shall become effective upon receipt by CPC of the initial monthly charge provided on the reverse side hereof and shall continue for one calendar year. This program shall be automatically extended for 12 months, at the rate in effect at the time of the extension, provided that the customer is not then in default. Either party may terminate this Agreement by giving written notice not less than 30 days prior to the anniversary date of the Agreement if service is not included in your lease. At the end of the 30-day notice, any excess images/prints will be billable at the rates currently in effect. This contract may not be transferred to another individual and/or business without the prior written authorization from CPC. Any excess supplies provided by CPC under the terms of the contract remain the property of CPC and must be returned at the expiration of the Agreement. Excess supplies not returned shall be invoiced at the preferred customer rate. If certain repair parts become unavailable from the manufacturer, this Agreement can be terminated by either party or remain in effect with the services described above except those services that cannot be provided due to unavailable parts.

Meter Collection: For efficient and electronic meter reading, CPC utilizes Electronic Meter Capture software (EMC) that reports current meter readings on all print devices connected to your network. Customer agrees that meters may be accessed and reported in this manner. This utility is provided at no charge to you. CPC is not responsible for the maintenance of this software or the collection of meter readings. It is the customer's responsibility to ensure ongoing uninterrupted operation of this software and the reporting of accurate meter readings. If customer elects not to use or maintain this software then customer agrees to report meter readings by email or through the CPC website.

Connectivity Technical Support "CTS": Is an optional protection available for all network-connected products supplied and connected by CPC. CTS works in conjunction with this Agreement by providing support and fault isolation for print, scan and network fax issues external to the device. CTS is designed to minimize the downtime associated with the critical performance of these functions. CTS provides up to 8 hours IT/Help Desk support time per year/location depending on product devices on this contract. CTS services are not included with this Agreement unless indicated on the reverse hereof.

No Liability for Consequential Damages: CPC will, at the request of the customer, install network copiers/printers and other related products, on the customers designated network. In no event shall CPC be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, consequential damages, punitive damages, or any other loss) resulting from the products or services provided pursuant to this Agreement. This is an integrated document. This writing constitutes the entire Service Agreement between the parties. No agreements or warranties, whether written or oral, exist other than as specifically provided in the terms and provisions as set forth herein. All warranties, including the implied warranties of merchantability and fitness for purpose of use are specifically disclaimed.

Additional Terms: This Agreement is subject to the terms and conditions appearing herein and the reverse hereof and customer agrees to be bound thereby. All orders are net cash upon delivery unless otherwise indicated. Any amount not paid upon delivery shall be subject to a finance charge of 1.5 per month (18% per year). This Agreement is accepted when signed by an Authorized Representative of CPC and becomes a binding contract and may not be canceled or modified without the prior written consent of both Parties, unless otherwise provided herein. Sale is not subject to approval or on a trial basis. Both Parties agree that neither shall be bound by any representation other than those contained herein.

Title: Title to the equipment shall remain with CPC until such time as the purchase price has been paid in full. The customer does hereby grant to CPC a purchase money security interest in all equipment described on the reverse and agrees to sign any other such documents as are needed to perfect said security interest.

Limitation of Liability and Warranties: Any warranties of the products sold or leased under this Agreement are those of the manufacturer. CPC makes no warranty of merchantability of the goods, or any warranty of fitness for a particular purpose. In no event shall CPC be responsible for consequential damages or loss of profits resulting from the breach of any warranty or guarantee or any other breach. Customer assumes all risks and liability resulting from the use of the products whether used singly or in combination with other goods. CPC neither assumes nor authorizes any person to assume for CPC any liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties made. If CPC breaches any other provisions of this contract, CPC's sole liability, whether based in contract, tort or otherwise, shall not in any event exceed the contract price for the particular item(s) involved.

Delays: CPC shall not be liable by reason of delays or contingencies beyond CPC's control, including but not limited to strikes, labor unrest, delays by shippers, delays by weather conditions, delays by common carriers, accidents, government acts, acts of unrelated third parties, criminal acts, unavailability of parts or supplies, or acts of God.

Taxes: CPC will collect required sales tax unless the customer provides evidence of exemption to CPC. Customer shall pay any other taxes directly to federal, state, or local governments as applicable.

Recovery of Costs: Time is of the essence of this Agreement and the Parties hereto agree that waiver by CPC to any default of the acceptance of any payment required hereunder after the payment is due shall not constitute a waiver of any term of this Agreement or any other provisions of this Agreement. Upon default by customer CPC may exercise any legal remedy, and upon default the entire unpaid balance is due and payable from customer. If customer is indebted to CPC in any amount, CPC shall not be obligated to provide any services or supplies until all amounts are paid in full. In the event CPC is required to employ legal counsel to secure or enforce any rights accruing to it under this Agreement, customer agrees that CPC shall be entitled to recover all such costs and expenses incurred, including reasonable attorney's fees incurred.

1/1/2015