



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Bid	Item No:
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Meeting Date: July 07, 2020

Originating Department: Klamath County Assessor

Issue: In the matter of requesting the Board for approval for the Klamath County Assessor's Office to enter into a copier maintenance agreement with Pacific Office Automation.

Background: The Assessor's Office purchased a HP E57540 copier/printer to replace the old color copier/printer. This agreement will provide preventative, emergency maintenance and toner cartridges. The cost per copy is .008 for black and white and .055 for color.

Fiscal Impact: The cost per copy is .008 for black and white and .055 for color. The expenditure will be paid out of Assessor's office material and services budget.

Recommended Motion: To approve the Klamath County Assessor's to enter into and sign an agreement with Pacific Office Automation for preventative, emergency maintenance and toner for the HP E57540. The fiscal impact is the cost per copy at .008 for black and white and .055 for color. The expenditure will be paid out of Assessor's material and service budget

DONE AND DATED this 11th day of Feb. 2020.

Chair

Vice-Chair

Commissioner

Approved

Denied

Approved

Denied

Approved

Denied



PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company
(hereinafter referred to as "POA")

14747 NW Greenbrier Parkway
Beaverton, OR 97006

Copy Kit Agreement

Klamath County Assessor

COMPANY NAME (hereinafter referred to as "Customer")

COMPANY NAME (hereinafter referred to as "Customer")

S 305 Main St

O BILLING ADDRESS

L

D Klamath Falls

OR

97601

CITY

STATE

ZIP

T (541) 883-5111

O TELEPHONE

S same

H SHIPPING ADDRESS

I

P

CITY

STATE

ZIP

T ()

O TELEPHONE

Nathan Bigby

ATTENTION

KEY OPERATOR

From Date: / 6/15/2020

To Date: 6/15/2023

Model	Description	*Serial Number	Scans/Images	Per Scan/Image Charge	
HP	E57540dn		n/a	n/a	service includes everything except
			n/a	n/a	paper and staples
			n/a	n/a	

*SERIAL NUMBERS REQUIRED FOR ALL EQUIPMENT, USE ATTACHMENTS IF NECESSARY.

	Image Allowance	Billing Cycle Monthly/Qtly/ Biannual/Yearly	Base Charge	Overage Charge
B&W	0	monthly	\$0.00	\$0.0080
Color	0	monthly	\$0.00	\$0.0550
Scans	0	0	\$0.00	\$0.000

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

Customer Authorization

Approved by Pacific Office Automation

Signature

Title

Signature

Title

Print

Date

Print

Date

Copy Kit Agreement Terms and Conditions:

POA SERVICES: As consideration for the payments and obligation of Customer hereunder, Pacific Office Automation, Inc. ("POA") shall provide all, labor, parts and toner required for the normal operation and maintenance of the equipment described in Ex. "A" attached (the "Equipment", excluding paper, staples, relocation and freight. If color toner is included, the color toner will be supplied within the base charge based upon the manufacturer's standard yield, with excess toner to be billed at POA's published price. Repairs or maintenance to the Equipment caused by casualty or misuse are not covered, and will be billed at POA's standard rates.

SERVICE CALLS: Service calls by POA hereunder will be made at the Installation address shown on page 1, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding holidays). Service requested at any other time will be billed at POA's standard overtime rates.

CHARGES: Customer agrees to pay POA the Base Charge and Overage Charge as stated on page 1 of this agreement. Other charges hereunder will be payable 30 days net invoice date, unless otherwise agreed in writing. Payment to be made at POA's address stated on page 1, unless otherwise directed in writing by POA. POA shall have the right to increase the Base and Overage Charge annually by not more than 10%.

RECONDITIONING: If in its sole discretion, POA determines the Equipment cannot be properly maintained in good working order due to age or other factors, POA will submit to Customer an estimate of required reconditioning costs, which will be in addition to the Charges hereunder. If Customer does not authorize the recommended reconditioning, POA may discontinue service for the Equipment and the Charges here shall be adjusted accordingly.

TERM: This Agreement shall become effective when executed by the parties and shall continue for the number of copies or term stated on page 1. This Agreement shall be automatically renewed for successive one year terms unless the terminating party provides not less than 30 days written notice to the other party of the intent to terminate.

KEY OPERATOR: Customer agrees to designate and make available a suitable person who will be trained by POA to operate and supervise the operation of the Equipment. Customer shall promptly notify POA if such key operator is no longer available to supervise the operation of the Equipment.

DEFAULT: If Customer fails to pay or perform any obligation hereunder, all past due amounts shall bear interest at 1.5% per month until paid, and POA shall have all remedies under applicable law, including the termination of service hereunder. If POA fails to perform its obligation hereunder, Customer shall have all remedies available under applicable law; provided however, under no circumstances shall POA be liable for consequential damages or lost profits.

ACCESS AND ELECTRICAL REQUIREMENTS: Customer shall provide POA technicians access to all sides of the Equipment and the manufacturer's specified electrical power for each piece of Equipment.

DAMAGE TO EQUIPMENT: Customer acknowledges and agrees POA is not an insurer of the Equipment and Customer shall be solely responsible for all costs to repair or replace Equipment that is lost or damaged by theft, casualty or misuse.

ATTORNEY FEES: In the event of legal action arising from this Agreement, including any proceeding in bankruptcy or on appeal, the prevailing party shall be entitled to recover, in addition to any other remedy or relief, its reasonable attorney fees.

COMPLETE AGREEMENT: This Agreement represents the entire agreement of the parties and supersedes all prior oral and written agreements and communications between the parties concerning the maintenance of the Equipment.