

Toshiba Business Solutions Copy Management Service Agreement

A CMG Program

CUSTOMER INFORMATION

Full Legal Name of Customer: Guilford County Government		Street Address: 301 West Market Street		P.O. Box	
City:	State:	Zip:	Telephone:	Fax:	
Greensboro	North Carolina	27402	(336) 641-3383		
Service Locations and Equipment: See Attachment A					

TERM SCHEDULE: 48 months with 1, additional 12-month renewal option.

Program Begin Date	Program Completion Date
July 1, 2018	June 30, 2022

MONTHLY PROGRAM COST-PER-COPY SERVICE AND SUPPLY SCHEDULE

Item	Cost-Per-Copy/Print	Accessory / Upgrades	Monthly Charge
Toshiba Mono Copies + Mono Prints:	\$0.01397	Toshiba Color MFP Upgrade	\$20.00
Lexmark Mono Copies + Mono Prints:	\$0.01257	Large Capacity Paper Feeder	\$10.00
Program Color CPC	\$0.0498	Finisher/Stapling Units	\$10.00
Finisher Staples	Included	Lexmark 50 ppm Color Printer	\$10.00
		Lexmark 50 ppm BW Printer	\$ 8.00
		*Lexmark 50 ppm All-in-One	*\$18.00

**May Exchange for Current Toshiba MFP @ No Charge. Lexmark CPC Charge Only.*

TERMS AND CONDITIONS

1. COPY MANAGEMENT PROGRAM: Toshiba Business Solutions (TBS) shall provide to customer ALL NEW equipment and accessories described on Attachment "A" (the "Equipment") and provide Quarterly Performance Reviews with Guilford County Personnel. The copy charges and program copy charges set by this agreement include payment for the use of the equipment, maintenance (during normal business hours), routine inspection, adjustment, parts replacement, drums and cleaning materials required for the proper operation, except paper. This agreement conforms to the terms and conditions as outlined in NC 204D State Contract (SLA) Service Level Agreements. At the end of this agreement, the customer may choose from the following options: Equipment may be returned with no additional charges or; Customer may continue agreement per pricing schedule above for up to (2) additional 12-month periods. A Certificate of Data Removal shall be provided by Toshiba Business Solutions for any equipment removed from any locations.

2. COPY MANAGEMENT PROGRAM BILLING: For each invoice period during which customer participates in the copy management program, TBS shall invoice customer for the actual number of copies made by customer during such invoice period using the equipment by the applicable cost per copy described in the schedule above.

3. CUSTOMER'S REPRESENTATIONS AND AGREEMENTS: Customer represents and warrants that: (1) it has, in accordance with all legal requirements, fully budgeted and appropriated sufficient funds for the current budget year to pay copy charges and meet all other obligations under this agreement and such funds have not been expended for other purposes; (2) no action, proceeding or investigation is pending or threatened in any court or other tribunal or before any public body, which in any way would restrict or prohibit customer's performance of its obligations under this agreement or its ability to pay copy charges or other payments hereunder, nor is there any basis for any such action, proceeding or investigation; (3) the equipment will be operated by customer and will be used for essential government purposes during the term of this agreement; and (4) customer has not previously terminated any agreement for non-appropriation, except as described in a letter attached hereto.

4. SIGNATURE: The person signing this agreement on behalf of customer personally represents and warrants that he/she is fully familiar with the applicable legal and regulatory provisions pertaining to this agreement and has full authorization to sign this agreement. Such signer further warrants the governing body of customer has taken the necessary steps, including any legal bid requirements, under applicable law to approve this copy management program; the approval and execution of this agreement have complied with all applicable open meeting laws; and the authorization of the governing body of customer for the execution and delivery of this agreement remains in full force and effect.

ACCEPTANCE:

TOSHIBA BUSINESS SOLUTIONS

by: _____ Title: _____ Date: _____

CUSTOMER:

GUILFORD COUNTY GOVERNMENT

by: _____ Title: _____ Date: _____

Marty K. Lawing

County Manager

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