



# Guilford County

## CONTRACT AGREEMENT

COUNTY			COMPANY				
<b>Guilford County</b> <b>301 West Market Street</b> <b>Greensboro, NC 27401</b>  <b>Telephone No: 336-641-3852</b> <b>Attention: Dasha Brown</b>     <b>Contract No: 749</b> <b>Parent Contract No: 0</b>			<b>TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.</b> <b>PO BOX 1299</b> <b>MT. GILEAD, NC 27306</b> <b>Jason White</b> <b>949-462-6348</b>  <b>jason.white@tabs.toshiba.com</b>  <b>Attention: Jason White</b>				
<b>HIGHLIGHT INFORMATION</b>							
<b>Contract Purpose: Copier and Printer Maintenance Services</b>  <b>Effective Date: July 1, 2018</b>  <b>Contract Type: PRICE ONLY SERVICE</b>  <b>Contract Amount: 1,160,152.00</b>			<b>Expiration Date: June 30, 2022</b>  <b>Contract Subtype:</b>  <b>Event Number:</b>				
<b>CONTRACT LINES</b>							
<b>Line No</b>	<b>Percent</b>	<b>Item Description</b>	<b>Acct Unit</b>	<b>Account</b>	<b>Base Cost</b>	<b>UOM</b>	<b>Amount</b>



**GUILFORD COUNTY CONTRACT NO. 749**  
**Parent Contract No. 0**

**THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2018, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and TOSHIBA AMERICA BUSINESS SOLUTIONS, INC., hereinafter referred to as the "COMPANY," and also collectively referred to as the "Parties."**

**W I T N E S S E T H:**

**WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the COMPANY and the COMPANY agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.**

**WHEREAS, the COUNTY is in need of Copier and Printer Maintenance Services and,**

**WHEREAS, the COMPANY has submitted a proposal to provide such goods and/or services.**

**NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:**

**1. GOODS AND/OR SERVICES.** The COMPANY will provide the goods and/or services as set forth herein and on Exhibit I, the Toshiba Business Solutions Copy Management Service Agreement, which includes details of the Monthly Program Cost-per-Copy Service and Supply Schedule for the COUNTY, and Exhibit II, the State of North Carolina Department of Information Technology (DIT) Statewide IT Procurement Office 204-D Printer/Multifunction Device Equipment for Purchase or Lease with Support, which are attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between Exhibit I and/or Exhibit II and the first four (4) pages of this Contract, the first four (4) pages of this Contract shall prevail and control.

**2. PRICING AND PAYMENT.** As full compensation for the COMPANY'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in the Exhibits, which are attached hereto and incorporated herein by reference. The COMPANY agrees to honor pricing to the COUNTY for goods and/or services listed on Exhibit I, and agrees to honor pricing to the COUNTY for other goods and/or services as included on Exhibit II. Payment will be made by the COUNTY to COMPANY for these goods and/or services within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract. The COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services. The financial exposure to the COUNTY is not expected to exceed \$1,160,152.00 for the four (4) year Contract term, and in any event payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. Chapter §159.

**3. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C. Gen. Stat. Chapter §153A-13.

**4. TERM.** This Contract shall be in effect for four (4) years, beginning July 1, 2018, and ending June 30, 2022, with the option to extend for one (1) additional one (1) year renewal at the same pricing and terms and conditions upon mutual written Agreement of both Parties.

**5. ADDENDUM, REVISION OR RENEWAL.** The terms of this Agreement may only be modified or revised with a written Agreement executed by both Parties.

**6. TERMINATION.** Either Party may terminate this Agreement for any reason and without penalty upon thirty (30) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the COMPANY within thirty (30) days of date of termination of this Contract.

**7. NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Susan Crotts  
Guilford County Purchasing Director  
GUILFORD COUNTY  
P.O. Box 3427 (zip code 27402)  
301 West Market Street  
Greensboro, NC 27401

\_\_\_\_\_, President  
TOSHIBA AMERICA BUS SOLUTIONS  
PO BOX 1299,0 MT. GILLEAD, NC, 27306

**8. INDEPENDENT CONTRACTOR/INDEMNIFICATION.** The COMPANY shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the COMPANY or any employee or agent of COMPANY. COMPANY is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

**9. ASSUMPTION.** If COMPANY should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, COMPANY must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, COMPANY will submit the name and address of the assuming COMPANY'S registered agent for service of process and/or all notices required under this Contract.

**10. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**11. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes COMPANY from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to COMPANY.

**12. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

**13. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

**14. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The COMPANY will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Exhibit III.

(The remainder of this page is intentionally left blank.

This Contract continues with signatures on the following page.)

**WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.**

**GUILFORD COUNTY**

**ATTEST:**

<b>Marty K. Lawing</b> <b>Guilford County Manager</b>	<b>Date</b>
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**Robin B. Keller** **Date**  
**Guilford County Clerk to Board**

(COUNTY SEAL)

**TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.**

**ATTEST:**

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<b>President</b>	<b>Date</b>
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**Corporate Secretary** **Date**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**(CORPORATE SEAL)**

**No Corporate Seal Exists** ☐

**This contract does not create an obligation to purchase and, therefore, has not been preaudited. Purchases under this contract shall only be made pursuant to purchase orders, each of which will contain a preaudit certificate.**

Harley Will	Date
Interim Guilford County Finance Director	