

# LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: February 5, 2013

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims  
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats  
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions  
☐ Resolutions ☐ Other

3. DEPARTMENT: County Clerk

APPLICANT: Debbye Lathrop

AGENT:

4. DESCRIPTION: Consideration of a five year lease agreement between Laramie County and Business Outfitters for four copy machines in the monthly amount of \$495, including 10,000 copies per month and a fee of \$.012 for excess black and white copies 2and \$.08 for color copies.

Amount \$ 495 per month

From February 2013

To February 2018

5. DOCUMENTATION: Originals and (4) four copies

## Clerks Use Only:

### Commissioner

Ash \_\_\_\_\_

Hasenauer \_\_\_\_\_

Holmes \_\_\_\_\_

Humphrey \_\_\_\_\_

Thompson \_\_\_\_\_

Action \_\_\_\_\_

Postponed/Tabled \_\_\_\_\_

### Signatures

Co Attny \_\_\_\_\_

Assist Co Attny \_\_\_\_\_

Grants Manager \_\_\_\_\_

Outside Agency \_\_\_\_\_



# BUSINESS OUTFITTERS

## Rental Agreement

Customer ("You or Yours")

Full Legal Name: Laramie County Clerks Office

Address: 304 W. 20<sup>th</sup> St Cheyenne, WY 82001

VENDOR

Business Outfitters Cheyenne, WY

### EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

One Savin MPC5502, Two Savin MP4002SP, One Savin MP2352SP

EQUIPMENT LOCATION: \_\_\_\_\_

Images Included: 10,000 B&W/Mo. Additional Images Charged Quarterly at: \$.012 B&W, \$.08 Color

TERMS IN MONTHS 60 Months MONTHLY PAYMENT AMOUNT \$495.00 (+Tax) SECURITY DEPOSIT 0

### ADDITIONAL TERMS AND CONDITIONS

**AGREEMENT:** You want us to deliver (or pay your vendor for) the equipment reference herein ("Equipment") And you agree to pay us the amount payable under the terms of this agreement ("Agreement") each period by the due date. This agreement will begin on the date the equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will equal to 1) the greater of ten (10) cent for each dollar overdue or twenty six dollars (26); 2) The highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest and will be returned at the end of the term, provided you are not in default.

**NET AGREEMENT:** THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND THAT WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERM OF AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED EVEN IF IT IS NOT YOUR FAULT.

**EQUIPMENT USE:** You will keep the equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You must resolve any disputes you may have concerning the equipment with the manufacturer or vendor. Payments under this Agreement may include amounts you owe your vendor under a separate agreement (for maintenance service supply's etc.), which amount may be invoiced by us on the vendors behalf for your convenience.

**SOFTWARE /DATA:** Except as provided in the paragraph references to "equipment" include any software references above or installed on the equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligation of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data /images stored on the equipment prior to its return for any reason.

**NO WARRANTY:** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S), BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES IF ANY THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN YOU TO ANY WARRANTIES GIVEN TO US.

**ASSIGNMENT:** You May not sell assign or sublease the equipment or this agreement without our written consent. We may sell or assign this agreement or our rights in the equipment in whole or in part, to a third party without notice to you. You agree that if we do so the assignee will have our rights but will not be subject to any claims, defense or set-off assertable against us or anyone else.

**LAW FORUM:** This Agreement and any claim related to this agreement will be governed by Wyoming law. Any disputes will be adjudicated in a state or federal court located in Laramie County Wyoming. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

**LOSS OR DAMAGE:** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligation hereunder. We are not responsible for and you will indemnify us against any claims, losses or damages, including, attorney fees in any way related to the Equipment. In no event will we be liable for any consequential or indirect damage.

**INSURANCE:** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) Keep the equipment fully insured against loss at its replacement cost with us named as loss payee; And 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such for and amount as we deem reasonable to protect our interests. If we secure insurance on the equipment we will not name you as an insured party, your interest may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance and which may result in a profit for us through an investment in reinsurance. If you are current in all of your obligations under the agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the equipment or to pay us the remaining payments due or to become due under this agreement, plus our booked residual, both discounted at 3% annum.

**TAXES:** We own the equipment, and you will pay when due, either directly or by reimbursing us, all taxes and fees related to the Equipment and this Agreement. Sales or use tax due up front will be payable over the term with a finance charge.

**END OF TERM:** At the end of term of this Agreement (or any renewal term) ("the End Date") this Agreement will renew month to month unless A) you provide us with written notice of your intent to return the Equipment at least 60 days prior to the end of date and B) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

**DEFAULT AND REMEDIES:** If you do not pay any sum within 10 days after its due date, or if you breach any other term of the Agreement or any other agreement with us, you will be in default and we may require that you return the Equipment to us at your expense and pay us, 1) all past due amounts 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses including reasonable attorney fees incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts from the due date at 1.5% per month.

**UCC:** You agree that this Agreement is (and or shall be treated as) "Finance Lease" as that term is defined in article 2A of the uniform commercial code ("UCC"). You agree to forgo the rights and remedies provided under section 507-522 of article 2A of the UCC.

**MISCELLANEOUS:** This is the entire Agreement between you and us and supersedes any prior representation of agreement, including any purchase orders. Amount payable under this Agreement may include a profit to us. The original of this agreement shall that copy which bears your facsimile or original signature, and which bears our original signature. Any changes must be written signed by each party

OWNER ("WE", "US", "OUR")

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON -CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE FUND VENDORS FOR THE EQUIPMENT.

OWNER: Business Outfitters

CUSTOMER: (AS STATED ABOVE)

SIGNATURE [Signature] DATE 1/18/2017

SIGNATURE : X \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME AND TITLE Amy J. Balchao Pres

PRINT NAME AND TITLE \_\_\_\_\_



# **BUSINESS OUTFITTERS**

## **PROPOSED DIGITAL SOLUTION**

### **Laramie County Clerk's Office**

#### **Proposed Equipment**

##### **One Color Copier Scanner:**

###### **Savin MPC5502 Digital Color Copier /Print/Scan**

55 pages per minute Black and Color Copy/Print/Scan speeds

Automatic Document Feeder with Duplex

Manual By-Pass

4 Paper Trays (handling all sizes 8 1/2x11 to 11x17)

1,000 Sheet Finisher with sort and Staple

Duplex Printing

Auto Reduction and Enlargement

Network Print

Scan to Folder

Scan to email

Department Billing Options

HDDD Data Security

##### **Two Black & White Copiers:**

###### **Savin MP4002SP**

40 Pages/Minute Copy/Print/Scan speed

Automatic Document Feeder

Manual By-Pass

Four Paper Trays

1,000 Sheet Finisher with sort and Staple

Duplex Printing

Network Print

Scan to Folder

Scan to Email

Department Billing

HDDD Data Security

##### **One Black and White Copier:**

###### **Savin MP2352 Digital Copier with Print/Scan**

23 Page/Minute Copy /Print/Scan Speed

Automatic Document Feeder

Manual By-Pass

Network Print

Scan to Folder

Scan to Email

Department Billing Option

HDDD Data Security

# **BUSINESS OUTFITTERS**

**Monthly Equipment Expenditure**

**\$495.00**

**Service:**

**Price includes 10,000 Black and White copies/month**

**Include all Parts and Labor and Supplies (excludes paper only)**


**Provided at \$.012 /Black and White Image  
\$.07 / color Image**

**Business Outfitters Fixed Price Service Agreement  
(No increase for the full term of the agreement)**

**Service Billed Quarterly in Arrears Actual Meter.**

**Setup Includes:**

- **Delivery and Complete Setup of the equipment**
- **Business Outfitters will assist Laramie County IT with all aspects of Network Print/Scan to Folder/Scan to Email.**
- **HDDD Security setup (using Department of Defense Standards)**
- **Training and implementation of Departmental Billing Option.**

 12/4/12  
Proposed by

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Approved by