

City of Oberlin, Ohio

ORDINANCE No. 13-68 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH COMDOC, INC. OF BROADVIEW HEIGHTS, OHIO, FOR THE SERVICE AND MAINTENANCE OF VARIOUS COPYING/PRINTING/ SCANNING EQUIPMENT AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized to enter into a service and maintenance agreement for various copying, printing and scanning equipment with ComDoc, Inc. of Broadview Heights, Ohio, said agreement being for a three (3) year term in the total amount of \$55,275.84. a copy of which is attached hereto as **Exhibit A**.

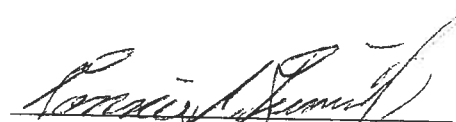
SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio or to provide for the usual daily operation of a municipal department, to wit: to provide for continued service and maintenance of copying, printing and scanning equipment in a timely manner and shall take effect immediately upon passage.

PASSED: 1<sup>st</sup> Reading: December 2, 2013  
2<sup>nd</sup> Reading: December 16, 2013 (E)  
3<sup>rd</sup> Reading: \_\_\_\_\_

ATTEST:

  
BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL

  
RONNIE J. RIMBERT  
PRESIDENT OF COUNCIL

POSTED: 12/17/2013

EFFECTIVE DATE: 12/16/2013



**PRINT responsibly.**

### ANNUAL MAINTENANCE AGREEMENT



**BILL TO:**

Name City of Oberlin  
 Address 69 South Main St  
 City, State, Zip Oberlin, OH 44074  
 Contact Name Saundra Phillips  
 Contact Telephone 440 774-3428

**EQUIPMENT LOCATION:**

Name City of Oberlin  
 Address 85 South Main St  
 City, State, Zip Oberlin, OH 44074  
 Meter Contact Saundra Phillips  
 Contact Telephone 440 774-3428  
 Email sphillips@cityofberlin.com

Term of Agreement: 36 Months

Type of Agreement:  Monthly  Quarterly  Semi-Annual  Annual

Equipment Covered	
Model	Serial
1	
Black Meter Read:	
Color Meter Read:	
2	
Black Meter Read:	
Color Meter Read:	
3	
Black Meter Read:	
Color Meter Read:	
4	
Black Meter Read:	
Color Meter Read:	

See Addendum A for additional Placements

Monthly Base Amount \$ <u>1,535.44</u>	
<b>Black Print/Copies/Fax Impressions</b>	<b>Color/Quibe Impressions</b>
Up to <u>56,000</u> black print/copy/fax impressions per month Additional black print/copy/fax impressions <u>.0095</u>	Level 1 - Up to _____ Impressions per month. Level 1 - Additional Impressions per month: _____
<b>Color Print/Copies/Fax Impressions</b>	Level 2 - Up to _____ impressions per month. Level 2 - Additional Impressions per month: _____
Up to <u>10,000</u> color print/copy/fax impressions per month Additional color print/copy/fax impressions <u>.075</u>	Level 3 - Up to _____ Impressions per month. Level 3 - Additional Impressions per month: _____

Software Solution Support Inclusions	
Months Included	Description
1	
2	

*Any additional software not listed above or maintenance and support beyond the term indicated above are in addition to this agreement. Any other professional services and analyst coverage in addition to an initial statement of work and install warranty will be provided on a billable time and material basis.*

Special Instructions
<i>This agreement is all inclusive less paper and staples unless specified in the special instructions above.</i>

This agreement includes FMAudit for the term of this Agreement. You agree that if you opt out of utilizing FMAudit as the meter capture software you will register and submit monthly meter reads via the ComDoc website at [customercenter.comdoc.com](http://customercenter.comdoc.com). Please provide below the contact email address and fax number for ordering supplies and placing service calls:

Email: enorenberg@cityofoberlin.com

Fax: 440-775-7208

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. THE ENFORCEMENT OF ANY ADDENDUM, CHANGES, ALTERATIONS OR AMENDMENTS TO THE TERMS OR CONDITIONS OF THIS AGREEMENT MUST BE AGREED TO IN WRITING BY BOTH THE CUSTOMER AND COMDOC VICE PRESIDENT.

**Customer's Authorized Signature**

Eric Norenberg  
 Print Name  
  
 Signature  
12/19/13  
 Date

**ComDoc's Sales Representative**

David W. Nagy Jr.  
 Print Name  
  
 Signature  
12-20-13  
 Date

Approved as to form:   
  
 Jon D. Clark, Law Director

## TERMS AND CONDITIONS

1. Upon Approval by ComDoc, this Agreement will renew automatically for succeeding one-year periods commencing on the expiration of the original term, unless Customer notifies ComDoc within 30 days prior to the expiration date of this Agreement or any subsequent renewal periods.
2. ComDoc agrees to provide emergency service and all maintenance on the equipment listed on the front of this Agreement, except as follows:
  - a) abuse or misuse by the operator,
  - b) operator-inflicted damage to copier
  - c) Use of supplies, spare parts, or paper that does not meet manufacturer's specifications and cause abnormal service problems.
  - d) Fire, accident, theft or damage to this machine due to repair or movement by someone other than an authorized dealer representative.
  - e) Reconditioning, rebuilding, or overhaul of equipment.
  - f) Assembly, disassembly or moving of equipment.
3. If replacement of consumable items recommended by ComDoc service representative is not complied with and results in additional service calls, the customer will be charged at our normal hourly rates. These consumable items are to include, but not be limited to developer, heater rollers, blades, process kits, supply modules, and drums.
4. If Impressions are not included, meters will be reconciled on a monthly basis based on actual usage. We may invoice estimated meter reads, if actual meter read are not available or assigned volumes based on industry benchmarks if actual meter reads are not available.
5. If toner is included, the consumption shall be within 10% of the manufacturer's suggested yields at the manufacturer's listed fill rates. A charge for toner consumption exceeding 10% of manufacturer's suggested yields will be charged at our current retail price. Shipping for contracts that include supplies will be via UPS Ground. All shipping methods such as UPS Ground, UPS Next Day, messenger service, etc. will be billed to the customer and may include any special processing charges.
6. ComDoc shall not be responsible for repairs or maintenance resulting from the use of supplies or parts not obtained from ComDoc, or resulting from a move without ComDoc's written approval. The quality of such parts and supplies varies widely and cannot be warranted by ComDoc. Therefore, use of supplies not purchased through ComDoc will void your contract.
7. ComDoc shall not be responsible for delays, inability to provide service calls due to strikes, accidents, embargoes, act of God or any other event beyond its control. All Service under this agreement shall be rendered during normal working hours of 8:00AM to 5:00PM Monday through Friday.
8. **DEFAULT**

If the customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: (1) ComDoc may (a) refuse to service the equipment or; (b) furnish service on a C.O.D. "Per Call" basis at published labor rates and (2) the customer agrees to pay ComDoc costs and expenses of collection including the reasonable attorney's fees permitted by law in addition to all other rights and remedies available to ComDoc.

All equipment sold by ComDoc is designed to give excellent performance when operated within the following guidelines:

  - a) Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes.
  - b) Equipment must be operated on an isolated electrical line, if so noted on the reverse side of this agreement. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlet, as specified by the original manufacturer.
  - c) Equipment should be operated within the specified operational (including usage) specifications.
  - d) Only supplies with manufacturer required specifications may be used.
9. ComDoc reserves the right to inspect all equipment to be covered under a maintenance agreement to determine that it is in good mechanical condition prior to the effective date of the agreement. Should the equipment require repair or overhaul prior to acceptance of such repairs, if requested, repairs will be made at the hourly rate plus the cost of parts. Any items damaged by customer, such as, but not limited to, doors, trays, covers will be charged to customer.
10. When in its sole discretion, ComDoc determines a shop recondition is necessary to keep the equipment in working condition, ComDoc will submit to customer an estimate of needed repairs and the cost, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, ComDoc may discontinue service of the agreement, or refuse to renew this agreement upon its expiration. Thereafter, service will be available on a "per call basis" at published rates.
11. This agreement is not refundable or transferable to a third party, if the equipment is traded in on new ComDoc equipment any unused portion of the yearly contract shall be pro-rated and applied toward the maintenance of the new equipment. This is determined by time or usage; whichever comes first. No credit will be applied toward unused copy allowance. Unused copies are lost in order to facilitate a uniform billing cycle, the "Effective Date" of this Agreement will be the date of install and/or contract labeling. Customer agrees to pay a prorated amount for the period between the install date and the effective date. Subsequent invoicing automatically takes place 30 days prior to renewal, at the rate then in effect, for additional annual periods until terminated herein as provided. Coverage is cancelled on any unpaid invoice sixty (60) days beyond billing date. Once cancelled, any service and/or supply charges incurred during this period will be billed at current rates. Requests to reinstate cancelled coverage are subject to a reinstatement fee of 10% of existing base cost as well as a chargeable pre-maintenance inspection. Backdating of renewals is not permitted. Contract is subject to an annual increase.
12. In the event a manufacturer discontinues parts or supplies for your machine this agreement will be terminated and the unused portion can be transferred to a new machine purchased through ComDoc.
13. Other than the obligations set forth herein, ComDoc **DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. COMDOC SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE USE OF THE EQUIPMENT AND THE CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THEREBY.**
14. **MISCELLANEOUS**
  - a) This Agreement shall be governed by and construed according to the laws of the State of Ohio.
  - b) Full Service Maintenance is only available for equipment having a valid manufacturer serial number and UL certification.
  - c) The customer agrees to make available and designate a suitable key operator for the training in the use of the equipment. Should the employment status of designated operator change so as to affect the operator's availability to perform this assignment, the customer shall inform ComDoc immediately. A key operator shall be responsible for providing ComDoc meters when needed. If no meter is received ComDoc reserves the right to utilize past meters to estimate any required meter in order to process service coverage billing.
  - d) Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the purchase price listed on the reverse side of this agreement.
  - e) ComDoc is hereby authorized to offset any past balance against amounts due customer at termination. Customer agrees that, should they have any past due balances with ComDoc for any reason, service under this agreement will be suspended until such past due balances shall have been satisfied.
15. This Agreement is non-cancelable. <sup>without cause</sup> Customer agrees to provide written notice of cause and ComDoc shall have 30 days from notice to correct the problem. If customer terminates this agreement, <sup>without cause</sup> customer shall pay ComDoc all amounts currently due and all amounts to become due based on average monthly invoice amounts multiplied by the number of remaining months in this Agreement.