TULSA COUNTY PURCHASING DEPARTMENT

MEMO

DATE:

APRIL 15, 2015

FROM:

LINDA R. DORRELL,

PURCHASING DIRECTOR

TO:

BOARD OF COUNTY COMMISSIONERS

SUBJECT:

ATTACHEMENT TO MASTER EQUIPMENT LEASE AGREEMENT-

IMAGENET CONSULTING

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHMENT TO MASTER EQUIPMENT LEASE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE TULSA COUNTY ADMINISTRATIVE SERVICES AND IMAGENET CONSULTING FOR LEASE OF A KONICA MINOLTA, MODEL #C454E LOCATED AT INFORMATION TECHNOLOGY, 633 WEST $3^{\rm RD}$ STREET, $2^{\rm ND}$ FLOOR, TULSA, OKLAHOMA, 74127.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL:

PAT KEY, COUNTY CLERK, FOR THE APRIL 20, 2015 AGENDA.

COPIES:

COMMISSIONER JOHN M. SMALIGO COMMISSIONER KAREN KEITH COMMISSIONER RON PETERS MARK LIOTTA, CHIEF DEPUTY MICHAEL WILLIS, CHIEF DEPUTY VICKI ADAMS, CHIEF DEPUTY

GARY FISHER, DIRECTOR, ADMINISTRATIVE SERVICES

ATTACHMENT

Attachment to Master Lease & Services Agreement:

27-0001876-000

Lessor:

ImageNet Consulting, LLC

Lessee:

Board of County Commissioners Tulsa County, OK

Lessee here by agrees that this instrument is an Attachment to said Master Lease & Service Agreements and acknowledges receipt of said Attachment. Ship to and Bill to:

Board of County Commissioners Tulsa County, OK Tulsa County Administrative Services Carol Crowson Annex Bldg. 633 West 3rd Street Tulsa, OK 74127

Schedule of Equipment Leased

Add the following equipment or services:

Location	Address	Make	Model	Accessories	Serial #
IT 2nd Floor	633 West 3 rd , Tulsa	Konica	C454e	Fax, External	
	74127	Minolta		Finisher, Hole Punch,	
				Extra Paper Drawers	

Terms and Payment Schedule

Term in Months	Lease Payment	Service Base	CLR Included Impressions	BW Included Impressions	CLR Rate	BW Rate
60	\$221.50	\$.0	0	0	.059	.01

First Payment of the attachment will be for upon delivery for coverage period.

•	
Proposed by Lessor:	Accepted by Lessee:
4-2-2015	
Date	Date
Lessor: ImageNet Consulting, LLC	Lessee: Board of County Commissioners Tulsa County, OK
By:	Ву:
Title:	Title:
TCPN Contract #R5007	
	APPROVED AS TO FORM ASSISTANT DISTRICT ATTORNEY

HOMA TY

10:3



APPRICABLE TO FORM
ARREST PREVIOUS STITSONEY

With the State of			nformation	Comone # C	721-000 TQ 20=000	
Lessee Legal Name		Lessee	mormation			
Board of County Commissioners Tulsa County, OK						
Street Address Tulsa County Administrative Services Carol Crowson Annex Bldg. 633 West 3 rd Street 15 14N 27 Annex Bldg. 633 West 3 rd Street 15 14N 27 Annex Bldg. 633 West 3 rd Street 15 14N 27 Annex Bldg.						
City County State Zip Phone Number						
Tulsa	Tulsa	Oklahoma	74127		918-596-7746	
			t Description		310-030-7740	
Make and Type	Quantity	Model	The second secon	h m e n to	CALL TALL TAVALLER BOOK	
wake and Type	Quantity	MODE	Allac	hments	- Seliai Number	
	Please see Addendums for Equipment Detail:					
				tun.		
Address:		Ci	ty: C	ounty: S	State: Zip:	
Location						
	Plea		s for Equipment Loca			
AND STATE OF THE STATE OF		Term and Pay	ment Schedule			
Te	rm in Months			Lease Payı	ment	
Please see Addendums	for Specific Lease	Term in Months:	Please see Adden	dums for Lease	Payments: (plus applicable taxes)	
Lessee (Full Legal Name)	danam Tulas Ossad	OK WINNERK	Tulsa	County Approv	val:	
Board of County Commiss		y, OK	SATIN			
By X	Chairman		1-3/4 0=			
Authorized Signature	Title	Attest	12 2			
		3 3 6	MAT Kly			
Certificate of Acceptant We hereby acknowledge that on the date				Market areas control Market (Control Control C		
the equipment described in the lease numb	pered above. The equipment is	accepted by	County	Clerk		
us as the Equipment described in the Lear purposes of said Lease.	se and is satisfactory in all res	pects for the CALAH	OMA County			
V		"IIIIIII	minne.			
Lessee X Authorized Signature		Date				
Authorized Signature	A Mary Leading Mary	Date				
April 1985 April 1985	建造作品。	Terms and	Conditions			
The words YOU and YOUR mean the Lessee. 1. RENTAL ("AGREEMENT"): We agree to re this Agreement to be a finance lease under Art	nt to you and you scree to rent fro	m ue the equipment listed shows (E.	quipment). You promise to pay us the n	ental payment according to the	ne payment schedule shown above. The parties intend e specified in this Agreement. This Agreement is non-	
2. TERM AND RENT: The initial term shall com	mence on the day that any of the	Equipment is delivered to you (the C	ommencement Date). The installments	-ft-11 t		
in full I assee obligation to pay the rent and off	her obligations hereunder shall be	s on the same date of each successi	ve period thereafter until all rent and an	y additional rent or expenses	chargeable under this Agreement shall have been paid	
CONNECTION WITH THIS AGREEMENT. We	transfer to you "AS IS". WE MAKE I	NO WARRANTIES, EXPRESS OR II			FITNESS FOR A PARTICULAR PURPOSE IN ENT OF SUPPLIER IS AN AGENT OF LESSOR OR	
4. OWNERSHIP: We are the owner of the Equi	inment and have title to the Equipment	nent To protect our rights in the En	sinment in the went this Agreement is	determined to be a second.		
Equipment including Uniform Commercial Cod	e Financing Statements to be file	or recorded and so filed and so see	e us to cause this Agreement or any str	atement or other instrument in	n respect to this Agreement showing our interest in the	
5 MAINTENANCE RISK OF LOSS AND INS	IPANCE: You are responsible for	installing and keeping the Equipment	or taxes related to the filing or recording	of any such instrument or sta	atement.	
general public liability insurance policy from a c	company acceptable to us, including	g us as an additional insured on the	n of this adreement, to keep the Equipm	nent tully insured against dam:	responsible for protecting the Equipment from damage nage and loss, naming us as the loss payee, to obtain a urance. If you do not, you agree that we have the right	
but not the obligation to obtain such insurance, 6. INDEMNITY: We are not responsible for any	losses or injuries caused by the in	etallation or use of the Equipment				
					f the Equipment or to this Agreement, now or hereafter	
					u get our written permission in advance to move it. of possession of the equipment or for any other reason.	
					or possession of the equipment or for any other reason, uipment to Lessee and may be renewed annually upon	
					its sole cost and expense in good operating condition, sment after ten (10) days written notice; or (c) become	
					ament after ten (10) days written notice; or (c) become ir the Agreement and, we may, to extent permitted by any schedule hereto discounted at the rate of 6% per	
					r any schedule hereto discounted at the rate of 6% per quipment) discounted at the rate of 6% per annum and possession of the Equipment, and to lease or sell the	
from and after the date of default at the rate of	one and one half nercent (1-1/2%)	ner month until peid but in po quest	elling and administrative expenses, on	account of your obligations he	ereunder; (iv) charge you interest on all monies due us	
thereafter as an administrative charge to offset	Our collection expenses an amou	nt recovered at the rate of ten comb	medies. Whenever any payment is not	made by you when due here	eunder, you agree to pay us, not later than one month	
exercise of any other remedy. No failure on our	nert to exercise any right or reme	dy and no delay in eversiting any sig	currently of separately. Exercise of an	ly one remedy shall not be de	leemed an election of such remedy or to preclude the	
provided you are not in default the Security Der	veit if applicable shall be returned	to you blo interest shall be maid up	urity Deposit, if applicable, for your per	omance of your obligations h	hereunder. Upon lawful termination of this Agreement,	
					Security Deposit to cure any default. It, without notice. You agree that if we sell, assign or wher will not be subject to any claims, defenses, or set	
13. CONSENT TO JURISDICTION AND GOVERN	VERNING LAW: YOU CONSENT	TO THE DEDOCNAL HIDISOLOT	ON OF THE COURTS OF THE STAT	FE OF OK! ALIONA MET. D	FOREST TO MAKE ASSESSED.	
OKLAHOMA. You agree that service of process	s by certified mail, return receipt re	CIN FILED AGAINS! TOU MAY BI	PICED IN OKLAHOMA AND THAT	YOU MAY BE REQUIRED TO	O DEFEND AND LITIGATE ANY SUCH ACTION IN	
PERMITTED BY LAW, YOU WAIVE TRIAL BY					e paragraph shall be construed to limit the junsdictions the laws of the State of Oklahoma. TO THE EXTENT TION 2A-508 THROUGH 2A-522 OF THE UNIFORM	
14. CUSTOMER P.O.: You agree that any Pure					e of its terms and conditions shall modify terms of this	
Agreement. 15. ENTIRE AGREEMENT: This Agreement co.						
			oted By	No. of the last of		
Lessor:	By: / 1//	10111	Title:	A	ccepted On:	
ImageNet Consulting, LI	c Wan	- Mus	Manager (9M)		Ccepted On: 11-20-14	

rimao	ellet				AND THE PROPERTY OF THE PARTY	PER	CONTRACTOR OF	ice Agi	eement 027-	00018	76-000
A CHARLES	CAN WITH THE		198	Customer	Inform	atior					
Legal Name:	Board of County Com										
Billing Address:	Tulsa County Adminis	strative S	Servic			Bldg					
City:	Tulsa			State: O			Zip:	74103	Main Phone #:	918-5	96-7746
Equipment Address:	Please see Addend	iums to	or Eq	The second secon		—т	77.	T	Di //		
City: Main Contact:		I E Ma	21.	State: O	K		Zip:	DI	Phone #:		
Meter Contact:		E-Ma E-Ma						Phone:		Ext:	
A/P Contact:		E-Ma						Phone:		Ext:	
A/I Contact.	STATE OF THE PARTY	L-Ma	ALC: NO DESCRIPTION OF THE PERSON OF THE PER	Equipmen	t Dogowi		NAT AS	Phone.		EXI;	
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Please see	Addendums for Equ	ipment	Deta	il:							
				Agreem	ent Teri	ms					
Term in	Months	I	Base t	o be billed in	advance:			0	verages/Images to l	e billed:	
			M	fonthly	Quarterly				Monthly Q	uarterly	
Please see Addendums f					Quartorry				Z Wommy Q	uarterry	
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= Parts, Drums, Lab	oor, Toner & Staples					T				1	
	= Compatible	L		BW imag	es included	l:		images	/overages billed @:		per image
Supplies		-		Color imag	es included	l:		images	s/overages billed @:		per image
1. Implementation: ImageNet Consulting, LLC will inspect any existing equipment currently located at Customer's site and is to be covered under this Agreement to determine that it is in good mechanical condition prior to this Agreement's Effective Date. Should the equipment require significant repair or overhaul, such repairs may be charged to the Customer at current ImageNet Consulting, LLC rates. Such repairs will be performed and charged only upon agreement of both parties. Any new equipment to be installed by ImageNet Consulting, LLC as part of this agreement will be covered upon installation and execution of this agreement. 2. Quick-Response Technical Service: In accordance with the selected "Service Plan" listed above ImageNet Consulting, LLC will provide service and all maintenance, including unlimited service calls, parts (as classified by the manufacturers) and consumable supplies including: maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and toner on the equipment listed above or attached schedule(s) for the term of the Agreement with the following stipulations and exceptions. 3. Quality Assurance: ImageNet Consulting, LLC will ensure reasonable equipment uptime through ImageNet Consulting, LLC performance management and reporting tools. Performance reviews may be scheduled at Customer's request. 4. Web-Based Support Services: ImageNet Consulting, LLC will provide its standard web-based support services including but not limited to: service call dispatch, supply orders, and meter-read input available at www.imagenetconsulting, com. 5. Meter Reading: Customer may report meters either by phone, email, facsimile, or ImageNet Consulting, LLC on-line web-reporting tool. ImageNet Consulting, LLC may activate and use monitoring software to provide meter readings as well as report service issues and provide supply levels for networked equipment. A key Customer contact will be responsible for providing low ImageNet Consulting, LLC to collect meters when needed. If no											
requires software or connectivity. The CIS form will cover the entire scope of work to be performed during the initial set up of the equipment. Issues relating to software and/or connectivity within the installation scope of work after ninety (90) days of the initial set up are independent of this agreement. At the Customer request ImageNet Consulting, LLC will provide a new scope of work related to any issues that arise after ninety (90) days of the initial install. Any additional charges that may apply will not be performed unless both parties have agreed to and executed a new scope of work. Board of County Commissioners Tulsa County, OK Authorized Signature: ImageNet Consulting, LLC Authorized Signature:							ne Customer's additional				
Accepted by:	AM DE Cha	ir Ro	2	2/3//s = Date:	-Ull Accepted b	W.	Ul	86	Little:	11-	20-14 Date:
TCPN Contract (R500) Country Closs AHOMA MALAHOMA MA											

Standard Terms & Conditions

General

Upon request ImageNet Consulting, LLC will supply the manufacturer's suggested yield and fill rates. If the supply consumption exceeds the manufacturers suggested yield and fill rates by more than twenty percent (20%) ImageNet Consulting, LLC may assess a surcharge equal to the manufacturer's suggested retail price (MSRP) of the additional usage.

ImageNet Consulting, LLC may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected.

ImageNet Consulting, LLC will not be obligated to provide service on Printers or Multi-Function Printers (MFP) where Customer uses (i) supplies; (ii) c. printer parts; or (iii) paper that does not meet manufacturer's specifications and/or Customer uses supplies or spare parts not obtained through ImageNet Consulting, LLC. ImageNet Consulting, LLC may charge its standard hourly rates to repair Printers or MFPs with service problems as a result of Customer's misuse of these items. The term supplies includes: toner, developer, drums and supply modules.

If the Equipment is modified, altered, or serviced by personnel other than ImageNet Consulting, LLC representative, ImageNet Consulting, LLC may charge Customer for any damage resulting from such modification, alteration, or improper service.

ImageNet Consulting, LLC will not be responsible for delays, inability to provide service calls due to strikes, accidents, acts of God or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.

In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine f. purchased through ImageNet Consulting, LLC.

In the event of rising fuel costs ImageNet Consulting, LLC reserves the right to add a fuel charge to the monthly, quarterly or annual invoice.

If applicable Customer may exercise the right to reduce the "Base Charge" and "images included" by up to 10%. A reduction of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.

Coverage Excluded: This Agreement excludes the following unless otherwise specified:

Paper and staples:

Any and all equipment not listed on Schedule A or on front of this agreement; external cards, hard drives or supplemental hardware; and software; b.

Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/Multi-Function Printer c. ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at the Customer's request and does not effect this Agreement.

Items damaged by Customer, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to the d. Customer at current ImageNet Consulting, LLC rates.

It is client's responsibility to insure that any connected device meets with their network security policy, included but not limited to any malware protection.

Equipment Guidelines: All equipment covered under this Agreement must adhere to the following guidelines:

- Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
- Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the Scope of Services Agreement, Equipment must be operated on an isolated electrical line.

Equipment must be operated within the specified operational (including usage) specifications. c. Only ImageNet Consulting, LLC furnished supplies and parts may be used on the Equipment. d.

- ImageNet Consulting, LLC supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's suggested
- Additional Equipment: Customer must immediately notify ImageNet Consulting, LLC upon installation and network connection of any additional equipment at Customer's site capable of using ImageNet Consulting, LLC supplied toner cartridges. Upon installation, such equipment will automatically be included as the Equipment under this Agreement and billed accordingly to Customer.

Back Orders. Unless otherwise noted within this agreement ImageNet Consulting, LLC may provide to customer compatible supplies if unable to receive supplies

from the manufacturer due to back orders.

Term: This Agreement will begin on the Effective Date and continue for a term designated in the Agreement Terms section of this Agreement (the "Initial Term"). This Agreement will be automatically extended for an additional 12 months; unless Customer provides written notice to ImageNet Consulting, LLC of its intent to cancel the Agreement at least thirty (30) days prior to the last day of the then current term. ImageNet Consulting, LLC may cancel this Agreement at the end of each term without written notice. ImageNet Consulting, LLC reserves the right to increase contract rates annually, not to exceed 15% of the previous Base Coverage & Excess terms.

Payment: Payment is due thirty (30) days from date of invoice. Delinquent amounts will accrue interest at a rate of 1.5 percent of the past due amount per month (or, if lower, the maximum rate of interest chargeable under applicable law). Customer will pay all federal, state and local sales, use property, excise or other taxes imposed with respect to the equipment listed on this Agreement.

Assignment: ImageNet Consulting, LLC may sell, assign or transfer this Agreement, without notice. Customer agrees that if ImageNet Consulting, LLC sells, assigns or transfers this Agreement, the new owner will have the same rights and benefits that ImageNet Consulting, LLC now has. Customer agrees that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, ImageNet Consulting, LLC agrees to remain responsible for our obligations hereunder. Customer may not sell, transfer and/or assign this Agreement without the prior written consent of ImageNet Consulting, LLC, such consent not to be unreasonably withheld.

Miscellaneous: This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.

Breach or Default: If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) ImageNet Consulting, LLC may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates and (2) the Customer agrees to pay ImageNet Consulting, LLC costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to ImageNet Consulting, LLC.

Jurisdiction: This Agreement will be governed by and construed according to the laws of the State of Oklahoma applicable to agreements wholly negotiated, executed and performed in Oklahoma. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized

officers of ImageNet Consulting, LLC and the Customer.

OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, IMAGENET CONSULTING, LLC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IMAGENET CONSULTING, LLC WILL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISSING OUT OF THE PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE USE OF THE EQUIPMENT AND THE CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THERETO.

ADDENDUM

Addendum to Master Lease & Services Agreement:

27-0001876-000

Lessor:

ImageNet Consulting, LLC

Lessee:

Board of County Commissioners Tulsa County, OK

Lessee here by agrees that this instrument is an Amendment to said Master Lease & Service Agreements and acknowledges receipt of said Amendment. Ship to and Bill to:

Board of County Commissioners Tulsa County, OK Tulsa County Administrative Services Carol Crowson Annex Bldg. 633 West 3rd Street Tulsa, OK 74127

Schedule of Equipment Leased

Add the following equipment or services:

Location	Address	Make	Model	Accessories	Serial#
Board of County Commissioners	500 South Denver, 3 rd Floor	Konica Minolta	554e	Fax, External Finisher, Hole Punch,	
				Extra Paper Drawers	

Terms and Payment Schedule

Term in Months	Lease Payment	Service Base	CLR Included Impressions	BW Included Impressions	CLR Rate	BW Rate
60	\$252.54	\$.0	N/A	0	N/A	.01

First Payment of the addendum will be for upon delivery for coverage period.

Proposed by Lessor:	Accepted by Lessee:
11-20-2014	2/2/5 No. 100
Date	Date The Date
Lessor: ImageNet Consulting, LLC	Lessee: Board of County Commissioners Tulsa
alan Will	County, OK
By:	Ву:

Title:

TCPN Contract #R5007

Title:

Mily M