

Toshiba Business Solutions
Copy Management Service Agreement

A CMG Program

CUSTOMER INFORMATION

Full Legal Name of Customer: Haywood County Government		Street Address: 215 N. Main St.		
City: Waynesville	State: NC	Zip: 28786	Telephone: 828-452-6629	Fax:
Service Locations and Equipment: See Attachment A				

TERM SCHEDULE

Program Beginning Date	Program Completion Date
July 1, 2017	June 30, 2022

COST PER COPY SCHEDULE

Toshiba Mono Copies + Mono Prints: \$0.0198	Toshiba Color CPC: \$0.0420
The Toshiba Mono CPC includes equipment, accessories, service and supplies (excludes paper, sorter staples, fax supplies and NC sales tax).	The Toshiba Color CPC includes equipment, accessories, service and supplies (excludes paper, sorter staples, fax supplies and NC sales tax).

INVOICE SCHEDULE

Months invoices mailed	Payments due by	Invoices include all copies made during	Program Mono Copies	Program Copies Color
October 13, 2017	October 30, 2017	July 2017 through September 2017	700,000	70,000
January 13, 2018	January 30, 2018	October 2017 through December 2017	700,000	70,000
April 13, 2018	April 30, 2018	January 2018 through March 2018	700,000	70,000
June 13, 2018	June 30, 2018	April 2018 through June 2018	700,000	70,000
		All Subsequent Quarters		

TERMS AND CONDITIONS

- COPY MANAGEMENT PROGRAM:** Toshiba Business Solutions (TBS) shall provide to customer the equipment and accessories described on Attachment "A" (the "Equipment"). 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. Paper, sorter staples and fax supplies may not be included in the cost per copy as specified within the cost per copy schedule above.
- COPY MANAGEMENT PROGRAM BILLING:** For each invoice period during which customer participates in the copy management program, TBS shall invoice customer for copy charges, determined by multiplying the actual number of copies made by Customer during such invoice period using the equipment by the applicable cost per copy described in the cost per copy schedule above. In addition, after the end of each annual period, TBS shall have the option to invoice customer for any dollar amount by which the copy charges paid by the customer for the annual period are less than the program copy charges for the annual period. The program copy charges for an annual period shall be the dollar amount determined by the number of invoice periods within a 12-month period multiplied by the number of copies described in the cost per copy schedule above, multiplied by the applicable cost per copy. The annual period shall be the period that begins on the program beginning date (or the day following the preceding annual period, as applicable) and ends on the next anniversary of the program beginning date (or, if earlier, on the program completion date or other date of termination of this agreement). Customer shall pay, no later than the due date shown in the invoice schedule above, the monthly invoices submitted to customer by TBS.
- 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.
- TERMINATION:** In the event that Toshiba Business Solutions files for bankruptcy, client may terminate this Copy Management Service Agreement upon ninety (90) days written notice to Toshiba Business Solutions, or its successor; or its legal representative in bankruptcy court.
- 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:
HAYWOOD COUNTY GOVERNMENT by: _____ Title: _____ Date: _____

Haywood County Cost per Copy (CPC) Program Quotes

Cost per Copy (CPC) Schedule							
VENDOR/Contact	Black/ White Cost per Copy	Color Cost per Copy	Contract Terms (months)	Notes/Terms/Conditions/History	Current Toshiba CPC Rates for Haywood Co. 2012-2017	Total estimated cost based on vendor information and county # of copies	
1 Toshiba Business Solutions PO Box 1299 Mt. Gilead, NC 27306	\$0.0198	\$0.0420	60 Copy Management (CM) Program	Currently has 73 units located in Haywood County offices in 17 buildings, about 58 are multi-function units, others are desktop printers & fax. We have had two 5-yr contracts, long-term relationship. Next multi-year contract to run 7/17-6/22. CPC program is for copies only; machines, scanning and toner are provided free. NC State Contract #920M MPS (Managed Print Services) contract 4/1/17-3/31/20 so don't have to go out for bid.			
					B/W CPC RATE	\$0.02720	\$0.01980
					LAST 12 MO B/W VOLUME	3,137,256	3,137,256
					COLOR CPC RATE	\$0.06900	\$0.04200
					LAST 12 MO COLOR VOLUME	308,097	308,097
					ANNUAL PAYMENT	\$106,592	\$75,058
					ANNUAL ESTIMATED ANNUAL SAVINGS @ NEW RATES		\$31,534
2 Systel Office Automation 1314A Patton Ave Asheville NC 28806	\$0.0198	\$0.0420	60	Has offices in Asheville, Hickory, Charlotte A vendor on NC State Contract #920M MPS (Managed Print Services) contract and NC State 204D (Lease+CPC) contract. Early estimated pricing Uses mostly these products: Ricoh, Konica, Minolta, Lexmark & HP. Communication Enhancement Software Has accounts with HCC (6 yrs), UNC-A (4 yrs), City of Asheville, Pardee Hospital		\$75,058	
Annual payment would be approximately \$75,058 based on last year's total copies							
3 Dean's Office Machines, Inc. 1035 Winston St. Greensboro NC 27405	0.025-0.03	0.08-0.25	60	NC State Contract 204D for Canon & Kyocera products & as of 4/1/17, also on NC State Contract #920M 4/1/17-3/31/20. Contracts with cities of Greensboro, Burlington, Kernersville		\$103,079	
Annual payment would be approximately \$103,079 based on last year's total copies							
4 Xerox Corporation PO Box 904099 Charlotte NC 28290	\$0.0141 + \$3,813/mo. lease \$45,756 annually + CPC	\$0.1140 + \$2,912/mo. lease \$34,944 annually + CPC	60	NC State Contract 204 M&D (Lease PLUS Cost Per Copy) Contract Early estimated pricing		\$80,700 / \$79,358	
With lease PLUS CPC, annual payment would be approximately \$160,058 based on last year's total copies							
5 Ricoh USA, Inc. (#10528) 1200 Ridgefield Blvd, Suite 110 Suite 110 Asheville NC 28806	\$0.0055 + \$4944.87/mo. lease \$59,338 annually + CPC	\$0.0467 + \$59,338 annually + CPC	60	NC State Contract 204 M&D includes lease PLUS cost per copies Uses Ricoh products. Early estimated pricing		\$59,338 / \$31,643	
With lease PLUS CPC, annual payment would be \$90,981 based on last year's total copies							