Lease Agreement

Xerox

Customer: NAVARRO, COUNTY OF

BINTO: COUNTY OF NAVARRO

AUDITOR

300 W 3RD AVE STE 4 CORSICANA, TX 75110-4603 Install: COUNTY OF NAVARRO

COURT AT LAW

STE 103

300 W 3RD AVE

CORSICANA, TX 75110-4603

State or Local Government Negotiated Contract: 072804700

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Product Description Item	Agreement Information	n Trade Information	Requested Install Date	
1. C8135T (XEROX C8135T) - 1 Line Fax - Int Office Finisher - Customer Ed - Analyst Services	Lease Term: 48 m Purchase Option: FMV Customer's Reference Informati - STOFTX #DIR-CPO-4412		3/4/2022	

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges Volume Band	Per Print Rate	Maintenance Plan Features	
1. C8135T	\$125.33	1: Black and White Impressions	1 - 5,000 5,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term	
		2: Color Impressions	1 - 100 101+	Included \$0.0506		
Total	\$125.33	Minimum Payments (Excluding Applicable Taxes)				

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Judge H.M.Davenport

Phone: (903)654-3025

Signature:

Date: 2-14-22

Thank You for your business!
This Agreement is proudly presented by Xerox and

Janet Loflin (903)874-6377

For information on your Xerox Account, go to www.xerox.com/AccountManagement

Lease Agreement



Terms and Conditions

INTRODUCTION:

 NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotlated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotlated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

- 2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.
- 3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body falled to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond

those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your Information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively

From: Janet Loflin

Sent: Monday, January 24, 2022 12:06 PM
To: 'Courtney Kirk' < ckirk@navarrocounty.org

Subject: RE: Xerox

Hi Courtney, Hope all are well & healthy now and enjoyed the weekend.

I reviewed your account and there is very low usage, considering 2 years of COVID and remote work. I am not sure what your return to the office will be, but I adjusted the specs. Reference the attached document for comparison.

But in general, this quote passes on approx. \$5 month savings.

- changed the speed from 45 to 35 pages per minute
- configured with 4 adjustable 550 sheet paper trays (instead of 2 trays & 2 hi cap drawers)
- replaced the outside stapler/finisher unit to a built inside stapler (smaller footprint)
- included 100 color copies per month
- reduced term from 60 months to 48 months, county standard

You may have seen this style in other county departments, but xerox made improvements to the user interface; instead of the LCD display there is a nice touch & swipe tablet with colorful, easy to use icons. Xerox has a robust app store, including a translation app that automatically scans and translates to 52 different languages.

Please let me know your thoughts. This quote is flexible so I welcome your feedback. And you can always call my cell. Have a good week!!

Kind Regards,

Janet Loflin Xerox Account Executive P:903.874.6377 x342 Cell:214.725.1373

Email: Janet@DocumentSolutionsHQ.com

Visit our Website: www.DocumentSolutionsHQ.com

Amanda D. Putman