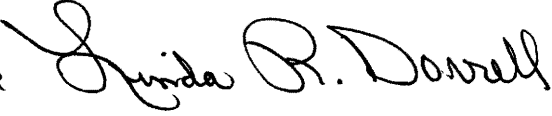

TULSA COUNTY

**PURCHASING
DEPARTMENT**

MEMO

DATE: AUGUST 6, 2014

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: RENTAL AGREEMENT-XEROX CORPORATION

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED RENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE TULSA COUNTY ADMINISTRATIVE SERVICES AND XEROX CORPORATION FOR RENTAL OF EQUIPMENT, MODEL W7845PT, LOCATED AT THE ELECTION BOARD, 555 N. DENVER AVE., TULSA, OKLAHOMA 74103.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE AUGUST 11, 2014 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

Rental Agreement



Customer: TULSA, COUNTY OF

Bill To: BOCC ON BEHALF
 COUNTY OF TULSA
 RM 126 , ADMIN SVCS
 633 W 3RD ST
 TULSA, OK 74127-8942

Install: COUNTY OF TULSA
 ELECTION BOARD
 555 N DENVER AVE
 TULSA, OK 74103-1008

Tax ID#:

Negotiated Contract : 072541100

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7845PT (W7845PT TANDEM)	- High Capacity Feeder - 1 Line Fax - Office Finisher Lx	Rental Term: 60 months	- Xerox WC7545P S/N XKP531073 Trade-In	8/5/2014

Monthly Pricing

Item	Rental Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7845PT	\$232.97	Meter 1 Meter 2	All Prints All Prints	\$0.0073 \$0.0596	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$232.97	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Rhonda Wilkin Finance Director
7-29-14

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

Signer: Ron Peters BOCC Chairman

Phone: (918)596-5881

Signature: _____

Date: _____

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

Rhonda Wilkin
(918)622-1362

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



[Handwritten signature]



Terms and Conditions

INTRODUCTION:

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

PRICING PLAN/OFFERING SELECTED:

2. 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:

3. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment

configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

ADDENDUM TO AGREEMENT

Notwithstanding any foregoing provision to the contrary, the parties understand and agree the term of this agreement shall be until the next ensuing June 30. The parties agree and understand that while the County may seek renewal of this agreement at the end of the contract term such renewal cannot be automatic. The parties further agree that each party has the right to renew this agreement for a successive one year term or for such shorter term as the parties agree with any amendments thereto but such renewal shall not be effective until the contract has been approved by the Board of County Commissioners of Tulsa County. The parties further agree that the County shall not incur any penalty for a failure by the Board of County Commissioners to renew or extend this agreement.

Notwithstanding any foregoing provision to the contrary, the parties understand and agree that all prior and contemporaneous oral and written agreements shall be construed under the laws of the State of Oklahoma (without regard to conflict-of-law principles) and that they consent to the jurisdiction and venue of the Federal and State Courts in Tulsa County, Oklahoma.

XEROX Corporation
By: [Signature]
Title: Finance Director

BOARD OF COUNTY COMMISSIONERS
TULSA COUNTY, OKLAHOMA

By: _____
Title: Chairman

ATTEST: [Signature]
FINANCE DIRECTOR
Title: _____

ATTEST: _____
Title: County Clerk

APPROVED AS TO FORM:

[Signature]
Assistant District Attorney