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**El Paso County
Agenda Item Details**

Item Title: JPD/Multiple Copiers / Leased / Yrs 2025-2030

Submitted By: Rosie Medina, Chief Officer

Department: Juvenile Probation

Department Phone Number: 915-273-2036

Subject: Approve and authorize the County Judge to sign the contract between the El Paso County Juvenile Probation Department and the Spectrum Technologies for the copy machines lease. This agreement will be effective August 1, 2025, in the amount of \$94,076.40. Funds are available in GF-JPD-RENT/LEASES. (Contract No. 2025-0254)

Background: Copy Machines Lease. Using the DIR contract CPO-5428. Previous contract was with Visual Edge: 2020-0615

Fiscal Impact: Fiscal Impact Historical
N/A

Fiscal Impact Projected
FISCAL IMPACT:
\$94, 076.40
Funds are available in account: GF-JPD-RENT/LEASES
COGF-1003-0000000-431-30-30300-0368-00000-600701-

Long Account Number: Amount:

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Budget or Unbudgeted Match:

Recommendation: Approve and authorize the County Judge to sign the contract between the El Paso County Juvenile Probation Department and the Spectrum Technologies for the copy machines lease. This Agreement will be effective August 1, 2025, in the amount of \$94, 076.40. Funds are available in account GF-JPD-RENT/LEASES. (Contract No. 2025-0254)

Prior Action: N/A

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:


**Estimated Time Needed
For This Item:**

Customer : Angelique Gaxiola
Juvenile Justice Center - EP County
6400 Delta El Paso, TX 79905

Associate: Michelle Gonzalez
Quote ID: iQ01323

Today's Date: Fri Feb 28 2025
Expires On: Sun Mar 30 2025

Equipment Order

Model	Quantity
 Canon imageRUNNER ADVANCE DX 4935i Canon DADF-BA1, Canon Cabinet Type-W, Canon Inner Finisher-L1	10

Service	Overage CPC Rate (\$)	Volume
B/W CPC	Excess copies/prints will be billed in arrears @ \$ 0	36000

Total Investment

Monthly Payment	Lease Term	Purchase Option
\$ 2,035.59 ✓	36 Months	FMV
\$ 1,783.67	48 Months	FMV
\$ 1,567.94	60 Months	FMV

Service Agreements

Agreement	Description	Monthly
MaxLease	FLAT RATE CONTRACT - NO OVERAGES/METERS - Includes equipment usage and all service and supplies in one convenient payment.(Includes all labor, parts, drums, mileage, travel time and operating supplies (except paper). Program & quoted pricing requires server-based installation of automated Fleetview remote monitoring & device meter capture software	(Maxleases included above)

Remarks

TEXAS DIR CPO-5428
Contract will start upon installation of the equipment (approximate start date 4/1/25)
PO must be made out to Canon Financial Services 158 Gaither Drive, Suite 200, Mount Laurel, NJ -8054 PO must include the model number and monthly payment copiers are similar to prior model B7035 - includes copy, print, scan and staple with 4-drawer configuration

This quotation for the itemized equipment and SpectraCARE Service Agreement will become an order when accepted and approved .

QUOTE ACCEPTED

By: _____

Spectrum Rep: _____

Purchase Order #: _____

Date: _____

Billing/Meter Reads: _____



1. This agreement is between Spectrum Technologies or any operating unit or subsidiary thereof (hereafter called "Company") and the customer referenced on the Spectrum sales proposal (hereafter called "Customer"). Company agrees to furnish such products and services provided under the specified coverage as outlined on the proposal at the rates therein specified.
2. This service/maintenance agreement includes all labor necessary to make the replacement of parts, technical adjustments, cleaning and lubrication. Although parts will generally be available, this agreement does not guarantee the availability of all repair parts, particularly if the contracted unit has been out of production for seven (7) or more years. If it is determined that parts are not available from any reasonable source, Customer or Company may terminate this agreement with Customer receiving prorated monthly credit for any prepayment of services.
3. All service under this agreement shall be rendered on the user's premises during the Company's regular working hours unless otherwise specified. For emergency calls outside Company's regular business hours of Monday-Friday, 8:00 am to 5:00 pm, the charges will be made at the Company's prevailing service rates.
4. The prices for respective maintenance coverage include intervening emergency calls between regular periodic maintenance calls required by the equipment manufacturer and found to be necessary by the Company's technical representative to keep equipment in good mechanical operating condition (exceptions outlined below). Both cleaning and operator-installable parts/consumables, which is necessary to keep equipment in good operating condition between regularly scheduled maintenance calls, is the responsibility of the operator(s) of the equipment.
5. The Company reserves the right to inspect all equipment to be covered by this agreement to determine that it is in good mechanical condition on date the agreement becomes effective. In the event machines require repair or overhaul prior to acceptance of service/maintenance; such repairs will be made at Company's prevailing service rates.
6. This agreement does not include repairs necessitated by fire, water, or accident, nor the cost of replacement parts necessitated by changes in power line specifications. This agreement does not provide for the replacement of parts, nor the labor due to vandalism, misuse, negligence or abuse of the equipment, nor for problems necessitated by the use of non-Company or manufacturer approved parts or operating supplies as deemed by Company's technical representative. This agreement does not cover labor for normal operator functions as described in equipment's operator manual or problems relating to or caused by software which was not supplied by Company.
7. The Company reserves the right to discontinue service on any machine for the following reasons: (a) abuse, misuse and/or negligence of the equipment by the operator(s) thereof; (b) lack of proper care of the equipment by the operator(s) between regular scheduled maintenance inspections; (c) machine not being used in accordance with intended purposes; (d) equipment which requires rebuilding, overhauling or shop repairs but approval to proceed has been refused; (e) use of non-Company-approved replacement parts and/or operating supplies and, (f) Company deems equipment to be in a state of disrepair due to age and/or continued overuse of equipment.
8. The Company will honor orders for service for the term and/or subsequent terms stated herein. It is understood that once an order for service is placed, it will continue in effect during the remainder of the agreement term and is non-cancelable. Should Customer fail to remit payment according to the coverage and payment selection terms indicated, Company may, at its sole option, cancel the agreement and re-invoice Customer for any service calls, including parts, labor, mileage and travel time at prevailing retail rates for any and all calls placed from the beginning date of agreement to date of cancellation and retail price for any supplies delivered in that period.
9. Service agreements are either "Prepaid" or "Installment Payment Option", depending on the billing and payment selection desired. Prepaid annual premiums are billed and due within regular account terms and all installment premiums are billed in advance of actual services rendered by the Company and are due within regular account terms.
10. Service/maintenance performed on Customer's premises will be free from mileage and travel time charges if said premises are located within a 25-mile radius from the closest Company service facility. Maintenance performed on equipment located beyond this radius is subject to a prevailing mileage charge, unless otherwise specified. Customer is subject to any additional tolls assessed to Company for on-site service.
11. The agreement price(s) exclude all State and local taxes levied on or measured by the agreement or sale price of the services furnished under this agreement. Taxes excluded from this agreement pursuant to the preceding sentence shall be separately stated on the Company's invoices and the Customer agrees to pay to the Company amounts covering such taxes or to provide evidence necessary to sustain exemption therefrom.
12. Rate variances may occur over succeeding terms of the agreement depending on, among other factors, the annual usage designated for the equipment. Image (copy, print or scan) volumes and toner/ink page-fill percentages are analyzed annually and adjustments may be made to reflect a change in machine usage, which will affect rates, usage allowance and excess image charges for the next term period. Rates for network connected device "fleet" agreements assume the consent to install server-based automated remote monitoring & device meter capture software and may be increased if installation is disallowed for any reason.
13. Under our multi-unit/fleet agreements, any new equipment installed at Customer's location will automatically be included under this coverage and will be billed according to the base monthly rate assigned to that specific device, unless otherwise specified by Company or Customer in writing. For all agreements, Customer is required to supply to Company, generally through the installation of our server-based automated remote monitoring & device meter capture software but alternatively upon request, all device meters, be it monthly, quarterly or annually, within 2 business days of such request. In the absence of the provision of device meter readings, monthly invoices will be processed based upon system-generated estimates from historical data. Additional monthly charges may apply if remote print management software is disallowed for installation by customer.
14. Rates for any "flat rate" agreements that do not require the capture, reporting and billing of device meters are calculated off of customer's previous usage history and may be revised during the term of the agreement if necessitated by an unusual increase in overall usage. All agreements, whether "flat rate" or "usage based", may be required to submit device meter information upon request prior to the shipping operating supplies in order to verify the usage of the device.
15. Any contracted equipment that is connected to Customer's computer network is not covered for problems relating to network operating systems, operating software or network hardware. Generally, if the contracted equipment can print from a non-networked environment, the problem is outside the scope of this agreement and any work performed will be at prevailing retail rates.
16. Unless otherwise disapproved by Customer, all agreements come standard with post-connectivity support that, after the initial installation, includes re-deployment of print drivers, configuring scan-to-folder/email, fax forwarding, print security codes, MAC & LDAP profiles and various other related services. Customer agrees to allow remote access to Customer's network to perform such services. Any intentional act by Customer that causes excessive labor hours to resolve will be billed to Customer at prevailing labor rates.
17. Customer is subject to a labor charge and charge for parts at current retail rates if confirmed evidence of tampering/modifying/adjusting of the equipment is found to have been performed by anyone other than Company's authorized representative.
18. Customer is subject to additional charges if Customer relocates the equipment from the location originally installed and/or for any damage done to equipment during the move and/or the need to reinstall the equipment is necessary. Company will be under no obligation to provide maintenance service for any equipment which is located outside its geographical area of responsibility.
19. This agreement is not assignable by Customer without written permission from Company, such permission not to be reasonably withheld, and any attempt by customer to assign any rights, duties, or obligations which arise under this agreement without such permission shall be void.
20. The company reserves the right to bill surcharges to customers for excessive costs incurred in providing service under this agreement which may include but are not limited to excessive fuel cost, excessive freight-in or freight-out costs, and excessive parts and/or supplies costs affected by unusual market conditions.
21. The Company will provide Level 1 Support for any bundled firmware and/or accessory and alliance software that was purchased from the Company and is under a separate extended warranty or support agreement with the Licensor of the software. Level 1 Support is defined as providing help-line telephone assistance in identifying service problems, facilitating contact between end-users and the software Licensor and installing bug fixes and compatibility upgrades.
22. Notwithstanding anything to the contrary, Company is not liable for any delay in delivery or unavailability of Third Party applications ordered by or on behalf of Customer and Company disclaims all warranties, express or implied, including warranties of non-infringement, merchantability and fitness for a particular purpose related to such Third Party applications. All such Third Party applications are provided by Company "as is" and "as available".
23. Company may pass through any increase in fees from Third Party providers. Customer shall reimburse Company for any Third Party Provider fees or charges incurred by Company on behalf of Customer. The continued availability of Third Party applications is not within the control of the Company and Customer therefore agrees that Company may cancel and cease to provide any Third Party applications, and support thereto, within a minimum of fifteen (15) days prior notice at any time without liability to Customer. In case of cancellation, Company will reasonably assist Customer in identifying an alternative provider of Third Party applications and/or support.
24. This agreement lives in addition to the initial Scope of Work documented for all network-connected devices. Any changes to the initial configuration including certain hardware software and/or operating systems by Customer may cause the need for Company to provide extra services which are billable at then current rates.
25. The terms and conditions of this Agreement may evolve and be updated periodically to reflect changes in business practices, legal requirements, or service offerings. The most current version of these terms and conditions shall govern the relationship between the parties and supersede any prior versions, including those in the original Agreement. It is the Client's responsibility to review and stay informed of any updates. Continued use of the services constitutes acceptance of the latest version of the terms and conditions, which may differ from those in effect at the time this Agreement was originally executed.
26. This agreement sets forth the parties' entire agreement as to Company's maintenance of the equipment. In no event will Company be liable for any loss of business, profit or other consequential damages arising out of any claimed breach of this agreement. All additional and/or different terms are expressly rejected by Company and are excluded from this agreement. No modification to this agreement shall be binding on Company unless agreed to in writing by a corporate office of Company.

Rev: 10/1/2024

Customer Initials



Canon imageRUNNER ADVANCE DX 4935i

Manufacturer Specifications

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