AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Software Sales Order; Peak Performance Imaging Solutions; Laserfiche Document Management System; $35,287

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Peak Performance Imaging Solutions

Term Begins: when executed **Term Ends:** **Grant Contract #:**

Summary:
Laserfiche Document Management System. Gunnison has worked with Peak Performance on a workflow pilot project, License would continue use of current system as designed and start implementing file archiving for the Finance office. The licensing will also be used for additional workflow and archiving project to be defined later.

Fiscal Impact:

Submitted by: B. Lucero fro M. Lee **Submitter's Email Address:** mlee@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

$150,000 was budgeted for this system. This includes roll out for approx. 25% of future users. If well received, this software has the potential to eliminate the need for long-term storage of documents. Scanning and archival processes reduce retrieval time and storage needs while increasing access, security and retention control.

Reviewed by: Bcowan Discharge Date: 7/24/2013

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: ATrezise Discharge Date: 7/24/2013 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 7/30/2013

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 8/6/2013 Follow Up Agenda Date: N/A

Revised April 2013

PEAK PERFORMANCE IMAGING SOLUTIONS

135 West 11th St • P.O. Box 1968 • Silverthorne, CO 80498
Phone: (970) 262-2555 , (970) 949-9732 or (800) 260-8806
Facsimile: (970) 262-6965

SOFTWARE SALES ORDER

Bill To:	Gunnison County Government
	221 Wisconson Avenue
	Gunnision, CO 81230
Ship To:	Gunnision County Government
	221 Wisconson Avenue
	Gunnision, CO 81230
Contact Person:	Mike Lee
Phone Number:	970.641.7917
Email:	mlee@gunnisoncounty.org

Date: 7/22/2013

Customer PO #: _____

PPIS Sales Order #: _____

Salesperson:	Payment Terms:
Jen Harris	☒ Net 15 ☐ COD ☐ Per Lease ☐ Rental ☐ Other

Quantity	Item#	Description	Unit	Total
25	ENFPL	RIO Laserfiche System with 25 Named users Includes Advanced Audit Trail, WebAccess, Laserfiche Mobile, Digital Signatures, Unlimited Repositories and Unlimted Laserfiche servers	$ 900.00	$22,500.00
25	ERM	Records Management	$ 90.00	$2,250.00
25	MFRM	Laserfiche Forms	$ 90.00	$2,250.00
1	IA	Import Agent	$1,500.00	$1,500.00

Taxable Software Subtotal:	$28,500.00
Tax @___%:	EXEMPT
Annual Basic Support System:	$5,700.00
Credit for Pilot System:	-$3,663.00
Total Due:	**$30,537.00**

X

Customers Authorized Signature _____ Date _____ PPIS Officer Signature _____ Date _____

(Authorized signature acknowledging terms/conditions above and reverse side) (Order is not binding until accepted by PPIS Officer)

IF ACQUIRING CONNECTED DIGITAL COPIER /PRINTER, PLEASE REVIEW AND SIGN SCOPE OF RESPONSIBILITY AGREEMENT ON REVERSE SIDE

Billing &/or Shipping Comments:

(For customers convenience, Peak Performance Imaging Solutions may accept a FACSIMILE COPY of this document with facsimile signatures. Customer agrees a facsimile copy will be treated as an original document and will be admissible as evidence of this Sales Order.)

SALES ORDER TERMS & CONDITIONS

1. This Purchase Order Agreement states the entire agreement between Customer and Peak Performance Imaging Solutions (Identified as PPIS or PPC in associated documents). No other agreements or representations exist in connection with this order. Modifications or additions are subject to PPIS's agreement, in writing. PPIS rejects any terms and conditions which add to, limit or alter these terms, however stated. Customer's signature on an order or acceptance of delivery shall constitute Customer's acceptance of these terms and conditions.
2. This Purchase Order Agreement shall be effective only upon written acceptance by PPIS at its home office without notice to Customer. PPIS has sole disrecion to cancel order after being accepted by PPIS.
3. If Customer's order is accompanied by a deposit payment, Customer authorities PPIS to collect and deposit such payment in PPIS's account pending acceptance or rejection of Customer's order. If PPIS rejects Customer's order, Customer's deposit payment will be refunded without interest. If PPIS accepts Customer's order, Customer's deposit payment will be credited against the amount due PPIS on Customer's order. In the event Customer fails to accept or pay for ordered PPIS equipment or programming, PPIS shall have the right to retain and apply such deposit toward satisfaction of resulting damages incurred by PPIS and as partial compensation for the value of any benefits conferred on Customer by PPIS.
4. Title and all risk of loss or destruction or damage to the ordered equipment shall pass to Customer upon delivery.
5. Customer agrees to be responsible for damages incurred to equipment due to electrical surges, variances of electrical current, or telephone line spikes at Customers location. PPIS offers to all Customers several high quality surge protectors/line filters, as well as models which include telephone line suppression. These are made available at discounted prices.
6. Until full payment of the stated purchase price or in the case of a rental for the full rental term, Customer grants PPIS a security interest in the purchased or rented equipment and or service and their proceeds in accordance with the Uniform Commercial Code. This document may be filed by PPIS as a Security Agreement. Copies or reproductions of this document or any financing statements, where permitted by law, may be filed without Customer's signature. Customer will executed any documents with PPIS. Customer may require to perfect or maintain its security interest in purchased equipment and or service. If Customer fails to make any payment when due under this Agreement, PPIS Shall have all the rights and remedies of a secured party upon default under the Uniform Commercial Code, including Peak Performance's costs and expenses of collection including the maximum attorney's fee permitted by law.
7. Duties, sales, use excise or similar tax which may apply to this order are not included in the price of ordered equipment and or service and Customer agrees to pay same either directly to the levying authority or to PPIS if PPIS is required to pay same. If separate documentation of taxable status is submitted with order, Customer agrees to assume full responsibility of all tax collection by the levying authority associated with PPIS.
8. PPIS warrants to customer that the equipment delivered under this Agreement will at the time of delivery be free of defects of manufacture. During the warranty period applicable to the equipment PPIS will provide at no cost to Customer adjustments, repair, labor and parts replacement, excluding repairs required due to accident, misuse or neglect by the Customer. The forgoing shall be Customer's sole and exclusive remedy with respect to equipment provided by PPIS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING ANY WARRANTY WITH RESPECT TO MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. PPIS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR FOR LOSS OF PROFITS ARISING OUT OF OR RELATED TO EQUIPMENT OR SERVICE ORDERED BY CUSTOMER. WHETHER SUCH DAMAGES BE DIRECT, INDIRECT, FORESEEABLE OR OTHERWISE AND WHETHER LIABILITY IS CLAIMED TO ARISE BY REASON OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL PPIS'S LIABILITY TO CUSTOMER EXCEED THE PRICE OF ORDERED EQUIPMENT OR SERVICE STATED IN THIS ORDER.
10. PPIS shall not be liable for failure to deliver or for delays in delivery occasioned in whole or in part by causes beyond its control, including, without limitation, strikes and other labor disputes, fires, embargoes, war or civil disturbance, acts of God, inability to obtain transportation or shipping space, machinery breakdowns, delays of carriers or suppliers and government acts or regulations, official or unofficial.
11. This order shall be governed by and construed in accordance with the laws of the State of Colorado.
12. Customer assumes all responsibility for provision of required electrical service meeting Equipment Manufacturer, Underwriters Laboratories., and applicable Code standards.
13. If face of this order indicates rental, the equipment remains the property of PPIS and title shall not pass to customer as stated in Paragraph 4. In such event, Customer will return equipment and any programming upon expiration of rental in as good condition as received, reasonable depreciation from normal use excluded. Rental charges include maintenance as if under Maintenance Contract.
14. If the face of this order indicates programming, training, delivery charges or software, the following additional terms apply.

a. Standard Programming, Delivery Service, Training, or Software ordered by Customer is supplied by PPIS "as is". Customer acknowledges that it has inspected equivalent material and is satisfied as to its suitability for Customer's purpose and use. Custom Programming, Delivery Service, Training, or Software ordered by Customer is supplied by PPIS without warranty except that it will be in accordance with written Programming, Delivery Service, Training, or Software specifications approved by the customer and PPIS. Notwithstanding the foregoing, Programming, Delivery Service, Training, or Software provided to Customer for which no explicit separate charge is set forth in this order, is supplied by PPIS only as an accommodation to Customer and without warranty of any kind. EXCEPT AS EXPRESSLY SET FORTH ABOVE, PPIS MAKES NO WARRANTY WITH RESPECT TO ANY PROGRAMMING, DELIVERY SERVICE, TRAINING, or Software SUPPLIED TO CUSTOMER INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY WITH RESPECT TO MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer's sole and exclusive remedy with respect to any defective Programming, Delivery Service, Training, or Software supplied by PPIS shall be to return the Programming, Delivery Service, Training, or Software to PPIS which will, at its option, correct, replace or refund the price of the Programming, Delivery Service, Training, or Software.

b. PPIS makes no warranty or representation that Programming, Delivery Service, Training, or Software materials shall not infringe patent, copyright, proprietary information or trade secret rights of any party.

SCOPE OF RESPONSIBILITY AGREEMENT (Network Connected Copier/Printers)

Condition of Existing Network Components & Software

1. Customer agrees to completing in full a network survey, plus allowing PPIS to survey existing equipment for incompatibilities prior to installation
2 If customer is utilizing 3rd Party or non licensed Software, PPIS reserves the right to not support such applications.

Software Compatibility of Equipment & Print Controller(s)

3. The software drivers for the equipment listed above are Windows 98, NT 4.0, 2000, & XP compatible.
4. Not all Windows compatible programs utilize the drivers written for specific printers. PPIS and the manufacturer do not warranty correct printing for such programs.
5. At this time DOS drivers do not exist and are not under development. In limited situations other DOS based printer drivers may be used to provide support of advanced features. PCL & PJL command lines may be used with certain DOS applications to utilize advanced functions of our devices. This is based on a case by case basis. The financial responsibility lies with the end user to research, test, and implement the alternative drivers. PPIS may offer such assistance and technical expertise in these areas, responsibility again lies with end user.
6. First Resort Software/and certain 16 bit DOS applications - Certain advanced features of the copier/printer may be programmed into the letter logic using PCL and/or PJL codes. Not all items printed by First Resort Software/and certain 16 bit DOS applications are editable. First Resort Software/and certain 16 bit DOS applications do not use a driver to print, the program uses a text dump to a queue on the server or to a local parallel or communications port.

Conditions of Installation

7. Access to necessary rooms, computers, passwords, and personnel during the days of Monday through Friday between the hours of 8:00AM and 5:00PM will be granted to PPIS to complete the installation of connected copiers/printers.
8. Any network cabling, electrical outlet installation, and/or corrections needed to the physical property to properly install the copier/printer are the financial responsibility of the end user.
9. Customer agrees to all terms & conditions listed above under "Sales Order Terms & Conditions".
10. PPIS may offer support on hourly or "block of time" basis to install &/or support installation and servicing of computer, network, or software related issues.

X_____
Customer Authorized Signature

X_____
PPIS Officer Signature

PEAK PERFORMANCE IMAGING SOLUTIONS

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Phone: (970) 262-2555 , (970) 949-9732 or (800) 260-8806
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	221 Wisconson Avenue
	Gunnision, CO 81230
Contact Person:	Mike Lee
Phone Number:	970.641.7917
Email:	mlee@gunnisoncounty.org

Date: 7/22/2013

Customer PO #: _____

PPIS Sales Order #: _____

Salesperson:	Payment Terms:
Jen Harris	☒ Net 15 ☐ COD ☐ Per Lease ☐ Rental ☐ Other

Quantity	Item#	Description	Unit	Total
1		Conversion of Laserfiche Pilot System to Production System	$2,500.00	$2,500.00
15		15 Hours of Laserfiche Training or Workflow Configuration	$ 150.00	$2,250.00
		Additional On-site training available for $250/hour.		
		Additional Off-site training available for $150/hour.		
		Additional Workflow Configuration available for $150/hour.		

Taxable Software Subtotal:	$4,750.00
Tax @___%:	EXEMPT
Total Due:	$4,750.00

X

Customers Authorized Signature	Date	PPIS Officer Signature	Date
(Authorized signature acknowledging terms/conditions above and reverse side)		(Order is not binding until accepted by PPIS Officer)	

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7. Duties, sales, use excise or similar tax which may apply to this order are not included in the price of ordered equipment and or service and Customer agrees to pay same either directly to the levying authority or to PPIS if PPIS is required to pay same. If separate documentation of taxable status is submitted with order, Customer agrees to assume full responsibility of all tax collection by the levying authority associated with PPIS.
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