AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Maintenance Agreement Contract with Peak Performance Imaging Solutions, $9,459; 8/29/14-8/28/15

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Peak Performance Imaging Solutions and BOCC

Term Begins: 8/29/2014 **Term Ends:** 8/28/2015 **Grant Contract #:**

Summary:
Annual software support with Peak Digital and software maintenance with LaserFiche.

Fiscal Impact: Budgeted maintenance/support

Submitted by: Mike Lee **Submitter's Email Address:** mlee@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Included in 2014 adopted budget

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/9/2014

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

Comments:

ok db 6/13/14 Note: There is no warranty of the services provided.

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/13/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\blucero Discharge Date: 6/13/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: n/a

Agenda Date: 6/17/2014 Follow Up Agenda Date: n/a

Revised April 2013

MAINTENANCE AGREEMENT CONTRACT

Maintenance Agreement Number: MA00866

Peak Performance Imaging Solutions
135 W 11th St. - PO Box 1968
Silverthorne, CO 80498
Telephone: (970) 262-2555
Facsimile: (970) 262-6965

Bill to
Gunnison County Government
221 Wisconsin Avenue
Gunnison, CO 81230

Contract Start	Contract End	Contract Type	Price
August 29, 2014	August 28, 2015	LSAP - Basic	$9,459.00

Software Info
Model Laserfiche Rio System **Serial:** VBSG-KIEI-GAII-RLRL

221 Wisconsin Avenue
Gunnison, CO 81230

NOTES AND/OR SPECIAL TERMS:
No special terms.

SOFTWARE TERMS AND CONDITIONS

GENERAL SCOPE OF COVERAGE
This software agreement allows customer access to hot line technical support. Basic technical support response times are within 8 hours and Priority technical support response times are within 4 hours. Please refer to front side of agreement for specific type of agreement. Routine updates and patches are available to customer for download. If necessary, on-site support is provided for current products including preventative maintenance and user training (see Sales order for number of hours included in sale.) In addition, customer is eligible for user workshops and training conferences.

Damage to the software structure due to misuse, abuse, negligence, electrical problems/surges, or any other causes beyond Peak Performance Imaging Solutions control are not covered. In addition, Peak Performance Imaging Solutions may terminate this agreement in the event the software is modified, damaged, altered or serviced by personnel other than those employed by Peak Performance Imaging Solutions.

UPGRADES
All upgrades of software packages will be handled per specific guidelines provided by software vendor. Contact your PPIS representative for upgrade information.

SERVICE CALLS
Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when applicable, will be charged at overtime rate in effect at the time the service call is made.

TERM
This agreement shall become effective upon receipt by Peak Performance Imaging Solutions of the initial annual maintenance charge provided on the reverse side hereof and shall continue through the expiration date listed on the front of this agreement (or term listed in the exclusions, special instructions or special terms section of this agreement). This contract shall be automatically renewed for successive similar periods subject to the receipt by Peak Performance Imaging Solutions of the maintenance charge in effect at the time of renewal, provided that the customer is not then in default.

Signature required on final page.
Thank you for choosing Peak Performance Imaging Solutions

BREACH OR DEFAULT
If the customer does not pay all charges for maintenance agreement provided thereunder, promptly when due: 1.) Peak Performance Imaging Solutions may refuse service or furnish service on a C.O.D. "Per Call' basis at published rates 2.) You, the customer, accept the term length of this agreement and accept that breach or default of this agreement will result in you, the customer, being responsible for full payment of said agreement. 3.) You, the customer, agree to pay Peak Performance Imaging Solution's costs and expenses of collection including the maximum attorney's fees and collection fees permitted by law.

MOVING
PPIS reserves the right to apply reasonable charges to move software-related equipment for customers and in sole discretion reserves the right to charge for damage to software done by unauthorized moving of equipment by you, the customer, without prior approval from PPIS.

WARRANTY
Other than the obligations set forth herein, Peak Performance Imaging Solutions disclaims all warranties, express or implied, including any implied warranties of merchant ability, fitness for use, or fitness for a particular purpose. Peak Performance Imaging Solutions shall not be responsible for direct, incidental or consequential damages including but not limited to, damages arising out of the use or performance of the equipment or the loss of use of the equipment.

SERVER/WORKSTATION CONDITION
The server/workstation equipment must be in good condition and meet the minimum requirements provided to the customer on the commencement date of the agreement. Peak Performance Imaging Solutions will not install any software on machines that do not meet the minimum requirements. PPIS will charge customer, and customer agrees to pay, for additional labor required to return to continue installation if inadequate machines were available at the initial installation. Peak Performance Imaging Solutions will invoice the customer and this will be in addition to the price set forth on the reverse side hereof.

PC CONNECTIVITY, SUPPORT, INTEGRATION
Customer accepts terms & conditions of Sales Order as well as Scope of Responsibility Listed on Reverse Side of Sales Order. Standard warranty(s) for PC peripherals such as hubs, print servers, etc. is with Manufacturer. PPIS assumes there is a network drop within close proximity to machine location. PPIS requests full access to network environment to install systems efficiently & quickly. Delays not caused by PPIS may be billed to customer at PPIS discretion. PPIS offers training on software sold to customer by PPIS. PPIS does not offer basic computer skills training. Additional installation requests for additional workstations is chargeable (not Supported by this maintenance agreement) at the current rate.

MISCELLANEOUS
The laws of the state of Colorado shall govern this agreement and is applicable to agreements wholly negotiated, executed and performed in such State. It constitutes the entire agreement between the parties and may not be modified except in writing by a duly authorized officer of Peak Performance Imaging Solutions.

All Invoices Are Due And Payable On Receipt

This customer guarantees payment within specified terms and agrees to reimburse seller for all expenses incurred in collecting the amount of this invoice. Overdue invoices are subject to late charges.

Customer Acceptance

Authorized Signature:	Date:

Thank you for choosing Peak Performance Imaging Solutions