CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.
   Department: Finance Office
   Department contract file name (use effective date): sharp_fin_20180701
   Project Code: Click here to enter text.
   Contract type: Contract
   Contracted Services/Goods: ALL DEPARTMENTS COST PER COPY
   Contract Component: Master
   Change Order Number/Addendum Number: Click here to enter text.
   Vendor Name: SHARP ELECTRONICS CORP.
   Effective Date: 7/1/2018
   Approved by: Commissioners approved may 21, 2018
   Ending Date: 6/30/2023
   Total Amount: Click here to enter text.

2. Department Head or his/her designee has read the contract in its entirety.
   By: ________________________________ (Department Head signature required)

3. County Attorney has reviewed and approved the contract ☑
   County Attorney has reviewed and rejects the contract ☐ Reason: ________________________________
   This is an automatic renewal and does not require approval from the County Attorney: Yes ☐ No ☐

⚠️ If this box is checked the County Attorney’s Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes ☑ No ☐

5. Vendor has signed the contract. Yes ☑ No ☐

6. A budget amendment is necessary before approval. Yes ☐ No ☐
   If budget amendment is necessary, please attach to this form.

7. Approval
   ☐ Requires approval by the BOC - contracts over $100,000.00. Follow Board submission guidelines.
   ☐ Requires approval by the Manager – contracts $100,000 or less.

8. Submit to Clerk.
   Clerk’s Office Only
   ☐ Finance Officer has signed the contract
   ☐ The Finance Officer is not required to sign the contract
NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this “Agreement”), made and entered into this 6th day of June, 2018 by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the “County”), and Sharp Electronics Corporation through its Sharp Business Systems division, (hereinafter referred to as “Contractor”).

WHEREAS, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor’s industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement**: The initial term of this Agreement shall commence on July 1, 2018 and shall end on or before June 30, 2023.

2. **Scope of Service**: The Contractor shall provide to the County the Services (the “Services”) set forth in the “Scope of Work” attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.

3. **Compensation**: As compensation for the services to be provided by Contractor, the County shall pay the Contractor the Monthly Cost Per Copy Charges, payable within thirty (30) days from receipt of invoice, or as otherwise set forth in Appendix 1.

4. **Insurance**: Contractor shall maintain insurance policies at all times with minimum limits as follows:

   **Coverage**
   Worker’s Compensation
   Statutory Limits

   **General/Professional Liability**
   - $100,000 bodily injury per person (BI)
   - $500,000 bodily injury per occurrence (BI)
   - $100,000 property damage (PD)

   **Automobile Liability**
   - $250,000 bodily injury per person (BI)
   - $100,000 property damage (PD)

   All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than “A” by A.M. Best and Company. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

5. **Confidentiality**: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement.
Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the County or its designated legal counsel, accountants or practice management consultants any information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

7. **Assignment and Subcontracting:** Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County’s sole discretion.

8. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

9. **Notices:** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

   Chatham County  
   Attn: County Manager  
   Post Office Box 1809  
   Pittsboro, North Carolina 27312

   Office of the General Counsel  
   Sharp Electronics Corporation  
   100 Paragon Drive  
   Montvale, New Jersey 07645

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

10. **Governing Law:** This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

11. **Modifications:** This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

12. **Entire Agreement:** This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

13. **Waiver:** A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

14. **Termination:** This Agreement may be terminated as follows:

   (i) **Cause:** If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be terminated by the County for default if Contractor is notified in writing of the unsatisfactory work and does not cure within 5 business days. Grounds for termination for default shall include, but not be limited to:
(a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
(b) Failure to maintain equipment in accordance with the requirements of this Agreement and with all laws.
(c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference.
(d) Lack of proper insurance as required under this Agreement.
(e) Charging rates or fees in excess of those provided in this Agreement.
(f) Inefficient, or unsafe practices in providing services.
g) Other actions which impact unfavorably on the faithful performance of this Agreement.

15. **Annual Appropriations and Funding.** This Agreement is subject to the annual appropriation of funds by the Chatham County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

16. **Hold Harmless:** Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out Contractor's actions made under this Agreement.

17. **County Policy:** The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

(The remainder of this page intentionally left blank)
18. **E-Verify:** Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor’s subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor’s subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor’s subcontractors, if any, to fully comply with such statute.

19. **Iran Divestment Act:** Contractor hereby certifies that Contractor, an all subcontractors, are not on the Iran Divestment List (the “List”) created by the North Carolina State Treasurer pursuant to N.C.G.S § 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

20. **Requirement to Recycle Certain Electronic Equipment:** If applicable, Contractor’s failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Caroline General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement in their official capacities with legal authority to do so.

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This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Vicki McConnell, Finance Director

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**Chatham County:**

By: [Signature]

Rénee Paschal, County Manager

**Contractor:**

By: [Signature]

Brian Alspector, President
Sharp Business Systems of NC/VA
4404 Stuart Andrew Blvd
Charlotte, NC 28217
704-523-3333
Brian.Alspector@sharpusa.com

Chatham County Services Agreement
APPENDIX 1

SCOPE OF WORK

PROJECT NAME: Sharp Cost per Copy Program

SCOPE OF SERVICE: Per bid documents, provide multi-function network copy/print/scan/fax equipment as identified on the attached spreadsheet to County departments and programs at the set rates of:

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black and White</td>
<td>.0365 per page</td>
</tr>
<tr>
<td>Color</td>
<td>.050 per page</td>
</tr>
</tbody>
</table>

TOTAL COSTS: which includes all consumables, equipment maintenance and labor, based on rates and actual copies produced for the month. Paper and Staples excluded.

CONTRACT COMPLETION DATE: 06/30/2023
# Customer Care Maintenance Agreement

**Customer Bill To**

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Chatham County</th>
</tr>
</thead>
</table>

**Mailing Address**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pittsboro</td>
<td>NC</td>
<td>17312</td>
</tr>
</tbody>
</table>

**Billing Contact**

<table>
<thead>
<tr>
<th>Name</th>
<th>Cacie Langley</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>(919) 545-8480</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>e-mail</th>
<th><a href="mailto:cacie.langley@chathamnc.org">cacie.langley@chathamnc.org</a></th>
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## Equipment Covered

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<tr>
<th>Model or Meter</th>
<th>Serial Number</th>
<th>ID Number</th>
<th>Start Meter</th>
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</thead>
<tbody>
<tr>
<td>SEE SCHEDULE A</td>
<td></td>
<td></td>
<td></td>
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## Agreement Details

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<tr>
<th>Labor</th>
<th>Parts</th>
<th>Drums</th>
<th>B Toner</th>
<th>C Toner</th>
<th>Developer</th>
<th>Staples</th>
<th>Connect Shield</th>
<th>Start Date</th>
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</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Install</td>
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## Detail of Charges

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<td>Base Charge</td>
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<tr>
<td>Unit # 7 Maintenance</td>
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<tr>
<td>Charges are part of</td>
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<tr>
<td>Lease Payment</td>
<td></td>
</tr>
<tr>
<td>Meter Frequency</td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td></td>
</tr>
<tr>
<td>Aggregate B &amp; W</td>
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<td>Color</td>
<td>No</td>
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<tr>
<td>Excess Charge 1</td>
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<td>Term (Months)</td>
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<tr>
<td>Excess Charge 2</td>
<td>$ 0.0500000</td>
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<tr>
<td>Excess Charge 3</td>
<td></td>
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</tbody>
</table>

---

## Authorizations

**T's&C's are governed by Agrmnt for Service**

**CHATHAM COUNTY AGREEMENT FOR SERVICES**

**Purchase Order Number**

| I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images unless otherwise noted. |
| Customer has declined maintenance coverage at this time. The customer understands obtaining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates. |

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Renee Paschal</th>
</tr>
</thead>
</table>

**Customer Signature**

<table>
<thead>
<tr>
<th>Date</th>
<th>6/18/18</th>
</tr>
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</table>