



653 West Michigan Street Orlando, FL 32805

Print Name: ADS Location:

SALES ORDER/MAINTENANCE AGREEMENT

Offic	ce: 855-272-23 407-412-6926	2322	STOCK CHARLES SOME A COLOR OF THE STOCK OF T								
	10	2	PURCHASE	ORDER:							
			AGREEMENT	NUMBER:	ER: 2566 EFFECTIVE DATE: 12/19/20						
Cus	tomer Name: I	Lake County		Ec	quipment Locatio	on: Lake County Wo	ater Authorit	ly			
	dress: 315 West				Address: 27351 SR19						
	: Tavares	AS A MANAGEM AS A STATE OF THE	County: LAKE	С	ity: Tavares	Lake					
<u> </u>		Zip: 32778		Phone #: (352) 343-9424 State: FL		Zip: 32778		#: 352-324-6141			
	ntact: Ben Gar		Fax #:		ontact:		Fax #:				
Emc	ail: beng@lcwc	a.org	33500, 30500, 207	Er	Email:						
			EQUI	PMENT IN	FORMATION						
QTY	ITEM CO	ODE		DESCRI				SERIAL #			
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Pro	gram Type:	Cost	ł Per Copy		Net 30 Purchase outrig	ght: \$8,346.45					
	llover Program		(0-1-4)		Tax Exempt: NO Service Zone: A778						
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rever has r	rse side of this agree read and understa lware, supply, medi	eement include limi ands it and that it lia, or documental	ne face and reverse side of this agreement illations of warranty, exclusion of conseque constitutes the entire agreement, underst tillon furnished or to be furnished hereunder acknowledge that I have read and underst	ential and other tandings, and re r and that this a	special damages and epresentations, expres agreement supersedes	d other limitations of liabli ss or Implied, between o s all prior communication I am authorized to execu	ity. Customer a Customer and ns between the ute this agreeme	cknowledges by its signature that it A.D. Solutions, Inc, with respect to expartles including all oral or writter ent on behalf of Customer,			
A.D. Solutions Inc					Authorized Customer signature Signature:						
Sale	es Representativ	6.	Date:		- 2	ENSAMIN (WREIA	Title: Occure /rT			
1			4	15/2	Date Signed:	CNSAMIN	1.0	Title: OFFICE/IT MANAGER			
- Confirm	h Manager A	h /	1 Date:	1310	Date signed:	/////	17				

- 1. GENERAL. This agreement covers both the labor and the material for adjustments, repairs, and replacement for parts as necessitated by normal use of the equipment except as herein after provided. Damage to the equipment or its parts arising out of vandalism, misuse, negligence, electrical, computer network problems, acts of nature or improper environmental conditions are not covered. In addition, A.D. Solutions may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by A.D. Solutions and/or if parts, accessories or components not authorized by A.D. Solutions are fitted to the equipment. If A.D. Solutions elects to provide Maintenance Services to correct such damage, Customer shall be invoiced at A.D. Solutions then current rates
- 2. COVERED SERVICE. A.D. Solutions shall provide all routine preventative maintenance, parts, supplies and emergency services necessary to keep the Equipment in good working order in accordance with this agreement and A.D. Solutions normal practice. Such service shall be performed during A.D. Solutions local regular business hours (8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays). Travel and labor time for service calls after A.D. Solutions normal business hours for the provision of maintenance services shall be charged at overtime rates in effect at the time of the service call.
- (a) You shall afford A.D. Solutions full, free and safe access to the Equipment to perform on-site service. A.D. Solutions may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside A.D. Solutions authorized service territory. If, in A.D. Solutions opinion, any Equipment cannot be maintained in good working order through A.D Solutions routine maintenance services. A.D. Solutions shall, at its option, either (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by A.D. Solutions in connection with maintenance services hereunder shall become property of A.D. Solutions and you disclaim any interest
- (b) A.D. Solutions shall make available to you from time to time upgrades and bug fixes for the "Software" (namely, the software licensed as part of the Equipment and the Application Software listed on the face of this Agreement) as are provided to A.D. Solutions by suppliers of the Software and are required (i) for compatibility, (ii) to maintain supportability or (iii) for other reasons controlled by the Software suppliers. A.D. Solutions shall use reasonable efforts to provide Level 1 support on the Software. Level 1 support consists of providing help-line telephone assistance in operating the Software and identifying service problems, facilitating contact between you and the supplier of the Software to rectify such problems and maintaining a log of such problems to assist in tracking the same. You acknowledge that A.D. Solutions can only coordinate such support for the Software to the extent that the Software supplier addresses and rectifies the problems.
- 3. I.T. SUPPORT. This agreement does NOT cover any installation of computer or server equipment. All I.T. services will be billed at a rate of \$125.00 per hour for diagnostic and/or computer or server repair. A.D. Solutions will not be held responsible for data or information that is lost or damaged.
- 4. PRE-INSPECTION, (SERVICE ONLY) The parties agree that the Equipment is subject to an inspection prior to the commencement of this Agreement. The parties further agree that the EQUIPMENT IS TO BE IN GOOD WORKING CONDITION PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT. If the Equipment is not in good working condition, A.D. Solutions shall have the right to either terminate this Agreement effective immediately or charge Customer for the labor, parts and other items necessary to get the Equipment in good working condition.
- 5. FEES. The fees for Maintenance Service under this Agreement shall be the amount set forth on the face of this Agreement. If payment terms are not set forth on the face of this Agreement, Customer shall pay maintenance charges in accordance with the payment terms set forth on the applicable invoice. If the Number of Copies per Period or Rollover set forth on the face of this Agreement is exceeded, Customer shall be obligated to pay for all copies in excess of the Number of Copies per Period or Rollover at a rate equal to or exceeds the Excess Copy Charge set forth on the face of this Agreement. All fees charged by A.D. Solutions pursuant to this Agreement are exclusive of all taxes, duties and similar fees now in force or enacted in the future ("Taxes"), If A.D. Solutions is required to pay any Taxes in connection with this Agreement other than Taxes based on A.D. Solutions net income, such Taxes will be invoiced to and paid by Customer. Consumable orders for toners and supplies are subject to a delivery surcharge. All payments are non-refundable except for any payments that are made by the Customer in error or as a result of invoices billed by A.D. Solutions in error.
- 6. CHARGES. Base charges shall be billed in advance and per image charges, shall be billed in arrears. Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by A.D. Solutions, including the maximum attorney's fees permitted by law and (ii) A.D. Solutions may charge you and you agree to pay, a late charge equal to five percent (5%) of the amount due for each billing period or portion of a billing period such payment is delayed or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law. If the Standard Price Plan is selected on the face side, during the initial term, the charges specified on the face page are subject to an annual increase up to 10% (as determined by A.D. Solutions in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year. Fixed Price Plans shall not increase during the initial term. (a) Full Service Maintenance service includes replenishment of consumables for exclusive use with the Equipment. A.D. Solutions may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by A.D. Solutions, A.D. Solutions may invoice you for such excess usage. You may purchase additional toner from A.D. Solutions if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain A.D. Solutions' property and shall be returned promptly upon termination of this Agreement. (b) Unless otherwise indicated on the face page, you authorize A.D. Solutions to use networked features of the Equipment including MICAS, FM Audit and Meraki to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (c) You agree to provide meter readings to A.D. Solutions, if applicable, in accordance with A.D. Solutions normal procedures. If A.D. Solutions does not receive timely meter readings from you, you agree to pay invoices that reflect A.D. Solutions estimates of meter readings. A.D. Solutions reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.
- 7. RELOCATION FEES. A.D. Solutions shall provide Maintenance Services for the Equipment at the location indicated on the face of this Agreement. If Customer relocated the Equipment within A.D. Solutions service area and desires to continue Maintenance Service, the Customer shall be subject to additional charges based upon the distance to Customer's new location and laborchanges.
- 8. CUSTOMER OBLIGATIONS. Customer agrees to provide a suitable place for use of the Equipment (including suitable electric and surge protection service) as specified by the manufacturer. Customer will provide adequate facilities for use by maintenance personnel in connection with the provision of the Maintenance Services. These facilities will be within a reasonable distance of the Equipment to be serviced and will be provided at no charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of the Equipment
- 9. TERM AND TERMINATION. This Agreement shall become effective (the "Effective Date") upon its acceptance by A.D. Solutions, credit approval by A.D. Solutions, and Customer's payment of all applicable charges and fees. If the program type selected is Base Charge or Cost Per Copy, then this Agreement shall continue in effect from the Effective Date for 12 months. If the program type selected is Rollover, then this Agreement shall continue in effect from the Effective Date until No. of Copies of Rollover, either B/W or Color, have exceeded the amounts listed (this is determined by subtracting the begin and end meters of the equipment listed). Thereafter the term of the Agreement shall renew for successive 12 month terms, at the overage rates listed, unless either party gives a written notice of non-renewal to the other party no later than 30 days prior to the expiration of the then current or renewal term. In the event that this agreement is terminated by the customer without at least a 30 day written notice prior to the agreement anniversary date, the customer agrees to pay A.D. Solutions the following amounts as reasonable liquidation (and not as a penalty) for breach hereof, plus attorney's fees if litigation damages should become necessary.

Program Type

Rollover or Annual Invoice Period Base Charge/CPC/Billable Call/Renewals

Months since Installation or Renewal Anytime during contract During the first 9 months At any time thereafter

Termination Charge No refund of unused portion 6 times the average monthly charge 3 times the average monthly charge

- 10. BREACH OR DEFAULT, (a) If customer does not pay all charges for Maintenance Services as provided hereunder, promptly when due; (i) A.D. Solutions may (A) refuse to service the Equipment, (B) furnish service on a "Per Call" basis, and/or (C) immediately terminate this Agreement upon written notice to Customer, and (ii) Customer agrees to pay all costs and expenses of collection, including, without limitation, applicable legal fees. (b) If Customer uses its own parts or supplies which are defective or not acceptable for use in the Equipment, and cause abnormally frequent service calls or service problems or damage to the Equipment, then A.D. Solutions may, at its option, (i) charge Customer at its then current rates for such service and/or damage or (ii) immediately terminate this Agreement upon written notice to
- 11. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY, A.D. SOLUTIONS EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY A.D. SOLUTIONS, YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS, A.D. SOLUTIONS SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE UNLESS CAUSED BY A.D. SOLUTIONS NEGLIGENCE, A.D. SOLUTIONS SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF A.D. SOLUTIONS IIAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12. ASSIGNMENT. Customer shall not assign this Agreement without the prior written consent of A.D. Solutions. Any attempt by Customer to assign or transfer any of the rights, duties or obligations hereunder shall be null and void.
- 13. GOVERNING LAW, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF ORLANDO UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUES AND RULES OF THE STATE OF FLORIDA OR THE UNITED STATES, ANY AND ALL SUITS COMMENCED BY YOU AGAINST A. D. SOLUTIONS, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITES ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF ORLANDO, YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM, BOTH PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN SUCII PROCEEDINGS. ANY SUIT BETWEEN PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED. IF AT ALL, WITHIN ONE YEAR OF THE DATE THE CLAIM ACCRUES.
- 14. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service for the Equipment and Software, superseding all previous proposals, oral or written. No representation or statement not contained on the original of this Agreement shall be binding upon A.D. Solutions as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by an officer of A.D. Solutions, and by the Customer. This Agreement shall not be assignable by the Customer without A.D. Solutions prior written consent, and any attempted assignment without such consent shall be void. Customer expressly disclaims having relied on any representation or statement concerning the capability, condition, operation performance or specifications of the equipment except set forth on the original of this Agreement.



Vendor

VENDOR PHONE NUMBER

LAKE COUNTY WATER AUTHORITY 27351 SR 19 TAVARES, FL 32778

LAKE COUNTY WATER AUTHORITY 27351 SR 19 TAVARES, FL 32778

VENDOR NUMBER

352-324-6141

Ship To

352-324-6364 FAX 20200653

REQUISITION NUMBER

Purchase Order

20200653

DELIVERY REFERENCE

11/14/2019

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order Number

Fiscal Year

Purchase Order Date

Department LCWA INFO TECHNOLOGY

Delivery must be made within doors of specified

982180 ADVANCE DOCUMENT SOLUTIONS INC A D SOLUTIONS INC

VENDOR EMAIL

653 W MICHIGAN ST ORLANDO, FL 32805

		982180	20200745			
NOTES	CONTROL HAS TO DEPOSIT SERVE					
The Abov	e Purchase Order Number Must Appear On All Correspond	dence - Packing Sheets And Bills Of I	Lading			
ITEM#	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	60 PPM NETWORKED B&W/COLOR DIGITAL COPIER ACCESORIES: MX-FN30,MXRB25N, MXPN16B, MXDD USING LAKE COUNTY BCC/NATIONAL JOINT POWEI 083116-SEC	26N, AR-D5133NT AND MX-FX15	1.0000	1.0000		\$8,346.45
	GL #: 9800-910-913-98-98200-860640-	\$8,346.45				

STATE EXEMPT NO: 85-8012646344C-7 FEDERAL ID: 59-6018003

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

Approver Name: MIKE PERRY

Approval Date: 11/13/2019

Authorized by

Purchase Order Total

\$8,346.45

VENDOR COPY

Purchase Order (PO) Terms and Conditions

Providing any product or service constitutes acceptance of this entire PO without exception.

In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products or Services purchased as result of this Purchase Order (PO) may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Vendor's expense. Those items and items not delivered by the delivery date specified in the accepted offer or PO may be purchased on the open market.

<u>Delivery.</u> Title and risk of loss will pass when items have been received, inspected, and accepted by County. All associated shipping, insurance, and other related costs will be borne by Vendor.

<u>Discontinued.</u> Vendor shall give County thirty (30) days' advance written notice of any discontinued items so that County can purchase additional quantities of discontinued items. Vendor must have written approval from County of any replacements if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item.

Compliance with 2 CFR 200.318-326 and Appendix II Contract Provisions. The products or services provided may be utilized in the event of declared State or Federal Emergency and Vendor will be prepared to comply with the requirements of 2 CFR 200.318-326 and Appendix II Contract Provisions.

Governing LawlJurisdiction/Venue. This PO is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this PO will lie solely in Lake County, Florida. Vendor hereby waives its right to a jury trial for any action arising from this PO.

<u>Insurance.</u> Vendor certifies that it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation or contract pertaining to this PO, or from an A.M. Best "A -"or better rated insurance firm authorized by the State of Florida Insurance Commissioner. County reserves the right to require "Lake County" be named as additional insured for projects when deemed necessary.

Intellectual Property. Vendor agrees to protect, defend, indemnify, and save County, its agents, employees, officials, and commissioners harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO, infringes or misappropriates any third party's Intellectual Property. If Vendor must pay a third party any license, royalty, or other such usage fee in order to deliver the items under this PO, such third party and usage fee must be specified in the Vendor's offer to sell to County.

Indemnification. Vendor shall indemnify, defend and hold harmless County and its employees, officers, commissioners, elected and appointed officials, agents, attorneys, representatives, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees, arising out of or resulting from the performance of this PO to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of Vendor, its agents, employees, or representatives.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within Lake County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO quantity, or items shipped at a higher price than stated on the PO. Neither this PO nor any interest in this PO may be assigned, transferred, or encumbered by Vendor except as authorized in writing by County.

Notices. All notices given by one party to the other party under this PO shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For County, it shall be addressed to the Office of Procurement Services, PO Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or bids@lakecountyfl.gov.

No Waiver. The failure of any party at any time to enforce any of the provisions of this PO will in no way constitute or be construed as a waiver of such provision or dany other provision of this PO, nor in any way affect the validity of, or the right to enforce, each and every provision of this PO.

Order of Precedence. In the event of any conflict between this PO and a Lake County contract, the contract will govern.

Payment. County shall be pay Vendor pursuant to the Florida Prompt Payment Act. The invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO number. Any additional or different terms and conditions on Vendor's documents will be null and void. County may deduct amounts it is due from Vendor's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO will create any obligation on the part of County to pay directly to any subcontractor of Vendor any monies due to subcontractor or claims of such subcontractor for amounts owed by Vendor to subcontractor for products or services provided under this PO.

Sovereign Immunity. County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes.

Nothing PO will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability.

Nothing in this PO will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

Taxes. County is exempt from Florida sales tax (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate.

Termination for Convenience. County may cancel the PO in whole or part when it is in the best interest of County with thirty (30) days' notice.

Warranty. Vendor warrants that all Work or Services performed under this PO will be performed in a good and competent workmanlike manner to the satisfaction of County, and materials will be of good quality (unless otherwise stated on PO), and free from defects and pursuant to specifications and requirements of the contract related to this PO.

<u>Public Entity Crimes.</u> Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list

Certification Regarding Scrutinized Companies that Boycott Israel. By executing this PO, Vendor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. Vendor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penaltities, attorneys' fees, and costs. Vendor further understands that any contract or PO with County for goods or services may be terminated at the option of County if Vendor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

Board of County Commissioners Lake County, FL, (rev. 01-2019)