

CS-13-165

RECEIVED

CONTRACT MANAGEMENT

(Contract Management Use only)
CONTRACT TRACKING NO.
CM1919-11-A1

CONTRACT APPROVAL FORM

2014 MAY -8 AM 10: 14

CONTRACTOR INFORMATION

Name: CopyFax

Address: 8475 Western Way #110, Jacksonville FL 32256
City State Zip

Contractor's Administrator Name: Richard P. Durant Title: Government Manager

Tel#: 904-296-1600 Fax: 904-296-7111 Email: Richard.durant@copyfax.com

CONTRACT INFORMATION

Contract Name: Maintenance Agreement for Ricoh Copier MPC 4502 Contract Value: .0198 per copy

Brief Description: Full coverage Maintenance and Supply Agreement for Ricoh Copier MPC 4502

Contract Dates : From: 3/1/2014 to End of Lease Agreement Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: CM1919-11 Increase Amount of Existing Contract: No Increase

New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. Rebecca D. Gordis WJF 4/24/14 01371537-549000
Department Head Signature Date Funding Source/Acct #
2. Dawn Kraus 4/29/14
Contract Management Date
3. [Signature] 5-5-14
Office of Management & Budget Date
4. [Signature] 5-7-14
County Attorney (approved as to form only) Date

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 5/7/14
Ted Selby Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

14 MAY -7 PM 1: 27

RECEIVED COUNTY MANAGER'S OFFICE

14 APR 30 AM 9: 54

RECEIVED COUNTY MANAGER'S OFFICE

COPYFAX

8475 Western Way #110, Jacksonville, FL 32256

TEL 904.298.1800 FAX 904.298.7111 WWW.COPYFAX.COM

MAINTENANCE AGREEMENT

Please check one of the following:

- () This agreement is a Full Coverage Maintenance and Supply Agreement and provides for the repair, preventative maintenance and replacement of all parts, including copier drum or OPC master unit, broken or worn through normal use of equipment and supplies, excluding staples and paper.
- This agreement is a Full Coverage Maintenance and Supply Agreement and provides for the repair, preventative maintenance and replacement of all parts, including copier drum or OPC master unit, broken or worn through normal use of equipment and supplies, excluding staples and paper. EXCLUDES COLOR SUPPLIES *PURCHASE COLOR TONER AS NEEDED.*
- () This agreement is a Full Coverage Maintenance Agreement, not including supplies. This agreement provides for the repair, preventative maintenance and replacement of all parts, including copier drum or OPC master unit, broken or worn through normal use of equipment.

Company Name <i>NASSAU COUNTY EXTENSION SERVICE</i>	Machine Model <i>RICOH MPC 4502</i>
Street Address <i>NE FLORIDA FREEWAYS 543350 US HIGHWAY 1</i>	Serial # <i>W513L201339</i>
City/State/Zip <i>CALLAHAN, FL 32011</i>	Install Date/Beginning Meter Reading
Phone <i>904-879-1019</i>	Install Street Address
Contact <i>WINIFRED FAVORS</i>	Install City/State/Zip

The effective date of this contract is 3-1-2014 and this agreement will remain in effect according to the terms and conditions on the reverse.

Plan Description	Base Charge	Copies/Prints Included	Excess Per Copy/Print	Term
		<i>2,000</i>	<i>.0198</i>	<i>END OF LEASE</i>

The equipment is either over meters at this time or will be at the conclusion of the maintenance agreement. Please submit a purchase requisition to cover this expense.

2013/14 Overage	Overage Charge	Copies/Prints/Scans Included	Expiring Date or Meter Reading
<i>overages</i>			

The additional terms and conditions on the reverse side hereof are incorporated into and made part of this agreement. No change, alteration or amendment of the terms and conditions of this agreement are authorized or effective unless they have been agreed to in writing by an authorized agent of customer and an officer of CopyFAX, Inc.

Customer	CopyFAX
Printed Name <i>Ted Selby</i>	Printed Name <i>RICHARD P. DURANT</i>
Title <i>County Manager</i>	Title <i>GOVERNMENT MANAGER</i>
Signature / Date <i>[Signature] 5/7/14</i>	Signature / Date <i>[Signature] 4-22-14</i>

TERMS AND CONDITIONS

1. Maintenance Plan ("MP") Terms

- A. During the term of this contract, Copyfax shall maintain Equipment in accordance with its service policies as revised from time to time. This agreement covers material and labor for adjustment, repair and replacement of parts, as required by normal use of equipment.
- B. Copyfax shall provide during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m., except for holidays observed by customer or Copyfax, maintenance and repair services. Subject to service representative availability, Copyfax may provide services during other than business hours provided that (i) Customer provides an agent or employee to accompany Copyfax authorized personnel servicing equipment; and (ii) Customer agrees to pay, and timely pays, for such overtime services at Copyfax overtime rates in effect at the time overtime service is rendered.
- C. Subject to paragraphs 1(E) and 1(G), if Copyfax, in its sole judgment determines that it cannot maintain Equipment in good working order, Copyfax shall, at its own expense and in sole discretion, perform off-site repair of such Equipment or replace such Equipment with another unit of the same product designation as that Equipment (a "replacement unit" provided, however, that (i) the replacement unit may be reconditioned or otherwise used unit rather than a new unit, and (ii) if a replacement unit of the same product designation as that of Equipment it replaces is not available, the replacement unit may, in Copyfax sole discretion, be a product of substantially similar or greater capabilities. In such instances, the rate customer shall pay for the replacement unit shall be the rate charged for such other unit specified in the Copyfax price list then in effect.
- D. Customer shall permit Copyfax to install on-site engineering improvements designated by Copyfax as "mandatory retrofits".
- E. Notwithstanding anything in this contract to the contrary, Copyfax shall not be obliged to provide (i) retrofits (whether mandatory or optional); (ii) relocation of Equipment for customer without additional charge; (iii) service labor or parts repair or replacement resulting from movement of Equipment by customer or any agent of customer or any other person other than Copyfax; (iv) services connected with adding or removing accessories, attachments or other devices; (v) exterior painting or refinishing Equipment; (vi) performance of normal operator functions as described in Equipment Operations Manual(s) or as described by Copyfax; (vii) repair services or replacement parts or units necessitated by damage from any cause other than ordinary use, except damage caused by the sole negligence of Copyfax; (viii) Equipment service necessitated by operator neglect or unusual applications of Equipment and (ix) services for Equipment which is not used in accordance with the terms and conditions of this contract. Performance by Copyfax of services not included in MP will be charged in accordance with Copyfax prices for such services then in effect.
- F. Customer shall (i) maintain Equipment in strict compliance with the instructions specified in the Operations Manual(s) and by Copyfax including, but not limited to, the specifications electrical service and space; (ii) make or permit no alterations to Equipment without Copyfax written permission; (iii) attach no item to Equipment unless either the Equipment nor item has been altered and the combination is UL approved; (iv) not move Equipment unless such Equipment is designated by Copyfax as moveable; (v) not relocate Equipment to another address without written notice to Copyfax; (vi) not use any attachment or supply item which, in the opinion of Copyfax, could cause damage to or necessitate unreasonable unusual servicing of Equipment; (vii) not install or remove developer in or from Equipment; (viii) afford Copyfax authorized personnel unrestricted access to Equipment.
- G. Copyfax shall be under no obligation to provide maintenance services for Equipment relocated to any place where Copyfax services are not available.
- H. If this maintenance agreement provides for Equipment maintenance including supplies, then, at all times during this agreement, and upon cancellation, Copyfax, Inc. will own the "unt supplies" that were delivered to be used in the copier. These supplies are not sold or offered for sale to the customer until used in the process of making a copy on the Equipment covered by the "cost per copy maintenance and chemical agreement." Upon cancellation by either party, Copyfax will be allowed to pick up and remove all of their supplies from the customer location.

2. Price

Except as provided herein, the prices for MP are based upon the price list in effect upon the date Customer executes this contract.

3. Invoicing and Payment

- A. Charges for the Annual/Copy Volume Payment Plan will be invoiced in full prior to or after the commencement date. Monthly charges for the Monthly Payment Plan will be invoiced in advance of each month and the initial invoice of such plan will include the monthly charge for the month in which Equipment is installed. If Equipment is installed for less than a full month, the monthly charges shall be pro-rated on the basis of a thirty-day month.
- B. On the last business day of each month Customer shall complete and mail to Copyfax the meter card setting for the meter reading of Equipment on that day unless Copyfax and Customer have made other arrangements for delivery of the meter reading. If Copyfax does not receive such meter reading on a timely basis, Copyfax shall be permitted to estimate the meter reading and to invoice the meter charges accordingly. A fuel surcharge may be added when such amounts are necessary due to fuel supplier increases and increases of freight/shipping costs.
- C. Copyfax has the right to increase the monthly maintenance charge on an annual basis not to exceed 10%.
- D. Copyfax will bill customer a shipping charge of \$9.95 for each shipment of color toner.

4. Term

- A. The initial term of this agreement is five years and commences upon the commencement date and shall continue, in the case of the Monthly Payment Plan, for sixty months from the first day of the calendar month following the commencement date. Owner has the right to increase the base charge and excess on an annual basis not to exceed 10%.
- B. Unless Copyfax receives notice of termination in writing from Customer thirty days before the end of the initial term or any renewal period, this contract shall be deemed automatic renewed for additional periods of one year or the duration and copy volume as specified in the Copyfax Price List then in effect at such time of renewal.
- C. Equipment is eligible for an MP contract for a minimum of five years from date of original new Equipment installation. Upon the expiration of this five year period, Copyfax shall send orders for the MP contract for additional periods of one year provided that (i) Copyfax, before such acceptance, shall inspect such Equipment and if necessary, perform off-site renovation at the Customer's expense as a condition precedent to acceptance of such an order and (ii) Copyfax on notice to Customer terminate the MP contract for any such addl period if Copyfax, in its sole judgment, determines that it cannot maintain such Equipment in good working order. If Customer does not authorize the off-site renovation, Copyfax will continue to offer Hourly Rate Service at the rates in effect at the time. Equipment is eligible for an MP contract for a maximum of seven years from the time of original installation.
- D. In the event of early termination of this agreement by the customer, for any reason, the customer shall be charged, as liquidated damages, the average of the per machine charges the three months immediately preceding termination multiplied by the number of months remaining in this agreement or five hundred dollars (\$500.00) per machine covered by this agreement, whichever is greater.
- E. Owner has the right to increase the monthly base and copy charge on an annual basis not to exceed 10%.

5. General Conditions

- A. Training. Copyfax shall, at no additional charge, train in the operation of Equipment, a reasonable number of key operators designated by Customer with the consent of Copyfax at time and place acceptable to Copyfax.
- B. Non-Assignability. Customer cannot assign this contract without written consent of Copyfax.
- C. Attorney Fees/Costs. Customer shall pay all costs and expenses related to enforcement or preservation of Copyfax rights under this contract including attorney's fees and court costs.
- D. Force Majeure. Copyfax shall not be liable for delays in performance or failure to perform its obligations under this contract caused by circumstances beyond its control including, but not limited to delays or failures to perform caused by work stoppages, delays or losses in shipping, bad weather, import or other government restrictions, accidents or delays or failure to perform by its suppliers.
- E. No Warranties. Copyfax disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for use or fitness for a particular purpose. Customer agrees that Copyfax is not responsible for direct, incidental or consequential damages, including but not limited to damages relating to the use or performance of Equipment or the loss of

RE: CM1919-11-A1 for CopyFax

Favors, Winifred <wfavors@ufl.edu>

Thu 5/1/2014 9:37 AM

To: Cindy Wood <cwood@nassaucountyfl.com>;

This contract is to show how much we are being charged for overages. The original contract did not indicate how much we would be charged and Sharon Johns questioned that, so he had to give me an amended contract. That's why the coverage for payment will come from the 549000 account (Other current charges).

*Winifred Favors
Office Manager
Nassau County Extension Service
543350 US Highway 1
Callahan, FL 32011
904-879-1019 Fax 904-879-2097
wfavors@ufl.edu*

From: Cindy Wood [cwood@nassaucountyfl.com]
Sent: Thursday, May 01, 2014 8:11 AM
To: Favors, Winifred
Subject: CM1919-11-A1 for CopyFax

Good morning, Winifred -

I am trying to confirm the account number for the amended CopyFax contract (attached). Is the amendment to this contract providing for a full coverage maintenance & supply agreement; whereas, before you were charged for overages only? Is that the difference?

Cindy Wood
*Financial Management & Budget Coordinator
Office of Management & Budget
96135 Nassau Place, Suite 2
Yulee, FL 32097
(904)530-6010 Fax: (904)321-5917*