

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

cm 1674

CONTRACTOR INFORMATION

Name: CopyFax

Address: 6631 N Executive Park Ct. # 210 Jacksonville FL 32216
City State Zip

Contractor's Administrator Name: Richard Durant Title: Govt. Mgr

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

10 OCT - 6 AM 10: 34
CONTRACT MANAGEMENT OFFICE RECEIVED

CONTRACT INFORMATION

Contract Name: CopyFax Maintenance Agreement Contract Value: \$300

Brief Description: Maintenance Agreement on Copier located in Office of Management & Budget

Contract Dates : From 10/01/10 to 09/30/11 Status: New Renew Amend# WA/Tas Order

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

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

10 OCT - 8 PM 2: 25
CONTRACT MANAGEMENT RECEIVED

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- She O. fan 10-4-10 01135519-546022
Department Head Signature Date Funding Source/Acct #
- Charlotte Young 10-5-10
Contract Management Date
- [Signature] 10-5-10
County Attorney (approved as to form only) Date
- She O. fan 10-4-10
Office of Management & Budget Date

10 OCT - 4 AM 10: 09
CONTRACT MANAGEMENT RECEIVED

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby 10/6/10
Date

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

- Original: 10 OCT - 6 AM 2: 31 Clerk's Services; Contractor (original or certified copy)
- Copy: CONTRACT MANAGEMENT Department Office of Management & Budget
- RECEIVED Contract Management
- Clerk Finance

COPYFAX

MAINTENANCE AGREEMENT

6631 N Executive Park Ct. # 210 * Jacksonville, FL 32216
Office (904) 296-1600 * Facsimile (904) 296-7111

480 Fentress Blvd., # L * Daytona Beach, FL 32114
Office (386) 252-2292 * Facsimile (386) 252-0920

4805 SW 34th Street * Gainesville, FL 32608
Phone (800) 494-7234 * Fax (352) 336-8151

ORDER DATE 08-11-10	NEW CUSTOMER <input checked="" type="checkbox"/>	REQ. INSTALL DATE	SALES REP NAME Durant	MAIN PHONE NO.
Demo <input type="checkbox"/>	Lease <input type="checkbox"/>	BEGINNING METER READ	PO NUMBER	MAIN FAX NO.
Sale <input type="checkbox"/>	Rental <input type="checkbox"/>			

EMAIL ADDRESS:

I N S T A L L T O	Nassau County B.O.C.C.	C H A R G E T O	Nassau County B.O.C.C.
	96135 Nassau Place		96135 Nassau Place
	Yulee, Florida 32097		Yulee, Florida 32097

Description of Maintenance Plan:

(FCMSA) 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.

Machine model Ricoh AFICIO 2075 J7544	Serial Number K4655400201
---	-------------------------------------

***NOTE: IF THERE IS MORE THAN ONE MACHINE, PLEASE USE MAINTENANCE ADDENDUM.**

Color	Plan Description	Base Charge	# Incl. in Base	Excess Per Copy, Fax, Print, Scan
B&W	2EM	300.00	30,000	.009
Fiery				
Network				

SEP 28 PM 1:21
 Ricoh AFICIO 2075 J7544
 K4655400201

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

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 an authorized agent of customer and an officer of CopyFax, Inc have agreed them to in writing.

T. J. Selby, Co. Mgt.	Richard Durant, Govt. Mgr.
Customer Printed Name/Title	CopyFax, Inc. Printed Name/Title
Signature	Signature
10/8/10	8-11-10
Date	Date

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, repairs 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 its sole discretion, perform off-site renovation 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 the unit 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 MP 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 for electrical service and space; (ii) make or permit no alterations to Equipment without Copyfax written permission; (iii) attach no item to Equipment unless neither the Equipment nor such 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 or unusual servicing of Equipment; (vii) not itself 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 time during this agreement, and upon cancellation, Copyfax, Inc will own the "unused 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. Each month CopyFax may collect the current meter reading of each machine under contract. CopyFax may collect this reading with assistance of customer via telephone, facsimile or email. CopyFax may also collect this reading electronically via software embedded in machine under contract or via software/hardware installed on customer's computer network or server. 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.
- C. CopyFax has the right to increase the maintenance charge on an annual basis not to exceed 10% during the initial 5 year term of this agreement. Beginning with the sixth year CopyFax has the right to increase the maintenance charge on an annual basis not to exceed 20%.
- D. CopyFax will bill the customer a shipping charge of \$5.00 a month per machine. A fuel surcharge may be added when such amounts are necessary due to fuel supplier increases and increases on freight/shipping costs.

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 automatically 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 accept 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 additional 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 shall 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 for 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 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 a 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 failure 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 arising out of the use or performance of Equipment or the loss of use of such Equipment.

DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and CopyFax as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or CopyFax, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of CopyFax. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with CopyFax's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by CopyFax. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by CopyFax. CopyFax shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

CopyFax (Initial):

CRD

Nassau County (Initial):

JS

Comments/Proposed Changes:

3. C. See proposed language (underlined): CopyFax has the right to increase the maintenance charge on an annual basis not to exceed 10% during the initial 5 year term of this agreement, upon written notice no less than sixty (60) days prior to said increase. Beginning with the sixth year CopyFax has the right to increase the maintenance charge on an annual basis not to exceed 20%, upon written notice no less than sixty (60) days prior to said increase.

4. D. Strike section and replace with: "The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, CopyFax shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to CopyFax for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the CopyFax."

See Attached proposed "Dispute" Language

Charlotte Young

From: Charlotte Young
Sent: Friday, September 03, 2010 10:44 AM
To: Sue Butler
Subject: FW: FW: FW: Printer proposal

Attachments: 20100831144121331.pdf; 20100903104114458.pdf



20100831144121332010090310411445
1.pdf (226 KB)... 8.pdf (92 KB)

See my comments/proposed changes attached

-----Original Message-----

From: Sue Butler
Sent: Tuesday, August 31, 2010 3:09 PM
To: Charlotte Young
Subject: FW: FW: FW: Printer proposal

See the terms and conditions.

Thanks!
Sue

-----Original Message-----

From: Richard Durant [mailto:richard.durant@copyfax.com]
Sent: Tuesday, August 31, 2010 2:45 PM
To: Sue Butler
Subject: Re: FW: FW: Printer proposal

Attached find terms and conditions of maintenance agreement.

On Tue, Aug 31, 2010 at 2:31 PM, Sue Butler <sbutler@nassaucountyfl.com> wrote:

> Rich,
> Can you get provide me with the information that Charlotte is requesting in the below email?

>
> Thanks!

> Sue

> -----Original Message-----

> From: Charlotte Young
> Sent: Wednesday, August 25, 2010 10:39 AM
> To: Sue Butler
> Subject: RE: FW: Printer proposal

>
> I need to see the additional terms that are referenced to be on the reverse side of the proposal. If this is just a one year agreement and the annual cost does not exceed \$5K then you are correct, you do not need to get three (3) written proposals. However, you are to try and obtain three (3) verbal quotes.

>
> I need to see the terms as to renewal terms, terminations, etc.

> -----Original Message-----

> From: Sue Butler
> Sent: Wednesday, August 25, 2010 9:00 AM
> To: Charlotte Young
> Subject: FW: FW: Printer proposal

>
> See below email - since the annual cost is \$3,600 according to the purchasing policy I do not need written quotes right?

>

> Thanks!
> Sue
> -----Original Message-----
> From: Richard Durant [mailto:richard.durant@copyfax.com]
> Sent: Tuesday, August 24, 2010 3:30 PM
> To: Sue Butler
> Subject: Re: FW: Printer proposal
>
> This copier was purchased in September of 2005 under Ricoh's government contract pricing.
> There is no current cooperative agreement on this machine since it is
> no longer on a contract. The maintenance is priced at open market
> pricing. Normally we would get \$.015 on this copier but I quoted you
> \$.01 on the base and \$.009 on any overages.
>
> On Tue, Aug 24, 2010 at 10:34 AM, Sue Butler <sbutler@nassaucountyfl.com> wrote:
>> Rich,
>>
>> Can you tell me if this quote is from a cooperative agreement? If so,
>> please give me the contract information - state contract number etc...
>>
>>
>> Thanks!
>>
>> Sue
>>
>> _____
>> From: Sue Butler
>> Sent: Monday, August 16, 2010 4:07 PM
>> To: Charlotte Young
>> Subject: FW: Printer proposal
>>
>>
>>
>> Can you take a look at the attached agreement and make sure it meets
>> the requirements of Nassau County?
>>
>>
>> Thanks!
>>
>> Sue
>>
>> _____
>> From: Lily Sabo
>> Sent: Wednesday, August 11, 2010 10:47 AM
>> To: Sue Butler
>> Cc: Shanea Jones; Ted Selby
>> Subject: RE: Printer proposal
>>
>>
>>
>>
>>
>> From: Sue Butler
>> Sent: Wednesday, August 11, 2010 9:28 AM
>> To: Lily Sabo
>> Cc: Shanea Jones; Ted Selby
>> Subject: RE: Printer proposal
>>
>>
>>
>> Please have Rich send me the actual agreement so that I may get with

>> Charlotte for appropriate signatures.

>>

>>

>>

>> Thanks!

>>

>> Sue

>>

>>

>>

>> From: Lily Sabo

>> Sent: Wednesday, August 11, 2010 8:50 AM

>> To: Sue Butler

>> Cc: Shanea Jones; Ted Selby

>> Subject: RE: Printer proposal

>>

>>

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>>

>> From: Sue Butler

>> Sent: Tuesday, August 10, 2010 4:00 PM

>> To: Lily Sabo

>> Cc: Shanea Jones; Ted Selby

>> Subject: RE: Printer proposal

>>

>>

>>

>> Please a have Rich send me the proposal so that I can move forward.

>>

>>

>>

>> Thanks!

>>

>> Sue

>>

>>

>>

>> From: Lily Sabo

>> Sent: Tuesday, August 10, 2010 3:43 PM

>> To: Sue Butler

>> Cc: Shanea Jones; Ted Selby

>> Subject: RE: Printer proposal

>>

>>

>>

>> Sue,

>>

>> The answer is yes, it has the features you need

>>

>> stapling, hole punch, print, scan and copy.

>>

>>

>>

>> Per Rich,

>>

>> The annual maintenance quote is \$300.00 to include 30,000 prints.

>>

>>>> Excess prints @ \$.009 per print. Maintenance agreement includes

>>>> all

>>

>>>> parts, labor, service calls and supplies except paper and staples.

>>

>>

>>

>> Thanks
>>
.- >> Lily
>>
>>
>>
>>
>>
>>

>> -----Original Message-----

>> From: Sue Butler
>> Sent: Saturday, August 07, 2010 1:01 PM
>> To: Mark Johnson; Lily Sabo
>> Cc: Shanea Jones; Ted Selby
>> Subject: FW: Printer proposal
>> Importance: High
>>
>>
>>

>> I know everyone has been extremely busy - but can someone please
>> provide me with an update on the below email regarding a replacement copier for OMB.
>> Please keep in mind that budget year 2009/2010 is coming to a close
>> and our current copier contract is up for renewal. I need to know if
>> the copier at the Clerk's office offers the features that we have
>> talked about and I will also need a quote for the monthly maintenance cost.
>>
>>
>>

>> Thanks!

>> Sue

>> -----Original Message-----

>> From: Sue Butler
>>
>> Sent: Monday, June 14, 2010 10:06 AM
>>
>> To: Mark Johnson; Lily Sabo
>>
>> Cc: Ted Selby
>>
>> Subject: FW: Printer proposal
>>
>> Importance: High
>>
>>
>>

>> Mark or Lily,

>> Can one of you please take a look at the below mentioned copier at
>> the Clerk's office and verify that this will work for OMB.

>> Thanks!

>> Sue

>> -----Original Message-----

>> From: Richard Durant [mailto:richard.durant@copyfax.com]
>>
>> Sent: Friday, June 11, 2010 9:03 AM
>>
>> To: Sue Butler
>>
>> Subject: Re: Printer proposal
>>
>>

>>
>> Sue,
>>
>>
>>
>> Lori Gamble from the Clerk's Office is going to contact you. They
>> have
>>
>> an AFICIO 2075SP they were going to trade in that will work great for
>>
>> you. All you will need to do is put a maintenance agreement on it.
>>
>> That will save you the rental fee. Lori is going to call you to see
>> if
>>
>> you want to come look at it but we have been servicing and it is in
>>
>> great shape. Let me know when you want it moved and we will move it
>>
>> for you.

>> Thanks,
>>
>>
>>
>> Rich

>> On Fri, May 28, 2010 at 10:19 AM, Sue Butler
>> <sbutler@nassaucountyfl.com>
>> wrote:

>>> Rich,
>>
>>> Thank for the quote - this is something that we are interested in
>>
>>> pursuing. Can you please provide me with a copy of the rental
>>
>>> agreement?

>>> Thanks!

>>> Sue

>>> -----Original Message-----

>>> From: Richard Durant [<mailto:richard.durant@copyfax.com>]

>>> Sent: Thursday, May 13, 2010 1:34 PM

>>> To: Sue Butler; Mark Johnson

>>> Subject: Printer proposal

>>> Sue and Mark,

>>> Attached find proposal for printer we discussed this morning. Let me
>>

>>> know if you need any additional information.

>>

>>>

>>

>>> Thanks,

>>

>>>

>>

>>> Rich

>>

>>>

>>

>>> --

>>

>>> Richard Durant

>>

>>> Copyfax, Inc.

>>

>>> Education and Government Sales Manager

>>

>>> 904-296-1600 Ext. 2413

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>> Richard Durant

>>

>> Copyfax, Inc.

>>

>> Education and Government Sales Manager

>>

>> 904-296-1600 Ext. 2413

>

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> --

> Richard Durant

> Copyfax, Inc.

> Education and Government Sales Manager 904-296-1600 Ext. 2413

>

--

Richard Durant

Copyfax, Inc.

Education and Government Sales Manager

904-296-1600 Ext. 2413

Comments/Proposed Changes:

3. C. See proposed language (underlined): CopyFax has the right to increase the maintenance charge on an annual basis not to exceed 10% during the initial 5 year term of this agreement, upon written notice no less than sixty (60) days prior to said increase. Beginning with the sixth year CopyFax has the right to increase the maintenance charge on an annual basis not to exceed 20%, upon written notice no less than sixty (60) days prior to said increase.

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See Attached proposed “Dispute” Language

DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and CopyFax as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or CopyFax, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of CopyFax. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

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If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by CopyFax. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by CopyFax. CopyFax shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

CopyFax (Initial): _____ Nassau County (Initial): _____

Charlotte Young

From: Sue Butler
Sent: Tuesday, August 31, 2010 3:09 PM
To: Charlotte Young
Subject: FW: FW: FW: Printer proposal

Attachments: 20100831144121331.pdf



2010083114412133

1.pdf (226 KB)...

See the terms and conditions.

Thanks!
Sue

-----Original Message-----

From: Richard Durant [mailto:richard.durant@copyfax.com]
Sent: Tuesday, August 31, 2010 2:45 PM
To: Sue Butler
Subject: Re: FW: FW: Printer proposal

Attached find terms and conditions of maintenance agreement.

On Tue, Aug 31, 2010 at 2:31 PM, Sue Butler <sbutler@nassaucountyfl.com> wrote:

> Rich,
> Can you get provide me with the information that Charlotte is requesting in the below email?

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> Thanks!

> Sue

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> To: Sue Butler
> Subject: RE: FW: Printer proposal

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> Thanks!

> Sue

> -----Original Message-----

> From: Richard Durant [mailto:richard.durant@copyfax.com]
> Sent: Tuesday, August 24, 2010 3:30 PM
> To: Sue Butler
> Subject: Re: FW: Printer proposal

>

> This copier was purchased in September of 2005 under Ricoh's government contract pricing.
> There is no current cooperative agreement on this machine since it is
> no longer on a contract. The maintenance is priced at open market
> pricing. Normally we would get \$.015 on this copier but I quoted you
> \$.01 on the base and \$.009 on any overages.

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>> Sue

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>> the requirements of Nassau County?

>> Thanks!

>> Sue

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>> Sent: Wednesday, August 11, 2010 10:47 AM
>> To: Sue Butler
>> Cc: Shanea Jones; Ted Selby
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>> From: Sue Butler
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>> To: Lily Sabo
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>> Charlotte for appropriate signatures.

>> Thanks!

>> Sue

>> _____
>> .
>> From: Lily Sabo
>> Sent: Wednesday, August 11, 2010 8:50 AM
>> To: Sue Butler
>> Cc: Shanea Jones; Ted Selby
>> Subject: RE: Printer proposal

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>> Sent: Tuesday, August 10, 2010 4:00 PM
>> To: Lily Sabo
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>> Subject: RE: Printer proposal

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>> Please a have Rich send me the proposal so that I can move forward.

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>> Thanks!

>> Sue
>>
>> _____

>> From: Lily Sabo
>> Sent: Tuesday, August 10, 2010 3:43 PM
>> To: Sue Butler
>> Cc: Shanea Jones; Ted Selby
>> Subject: RE: Printer proposal

>> Sue,

>> The answer is yes, it has the features you need

>> stapling, hole punch, print, scan and copy.

>> Per Rich,

>> The annual maintenance quote is \$300.00 to include 30,000 prints.

>>>> Excess prints @ \$.009 per print. Maintenance agreement includes
>>>> all

>>>> parts, labor, service calls and supplies except paper and staples.

>> Thanks

>> Lily
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>> -----Original Message-----

>> From: Sue Butler

>> Sent: Saturday, August 07, 2010 1:01 PM

>> To: Mark Johnson; Lily Sabo

>> Cc: Shanea Jones; Ted Selby

>> Subject: FW: Printer proposal

>> Importance: High

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>>

>> I know everyone has been extremely busy - but can someone please
>> provide me with an update on the below email regarding a replacement copier for OMB.
>> Please keep in mind that budget year 2009/2010 is coming to a close
>> and our current copier contract is up for renewal. I need to know if
>> the copier at the Clerk's office offers the features that we have
>> talked about and I will also need a quote for the monthly maintenance cost.

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>> Thanks!

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>> Sue

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>> -----Original Message-----

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>> From: Sue Butler

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>> Sent: Monday, June 14, 2010 10:06 AM

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>> To: Mark Johnson; Lily Sabo

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>> Cc: Ted Selby

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>> Subject: FW: Printer proposal

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>> Importance: High

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>> Mark or Lily,

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>> Can one of you please take a look at the below mentioned copier at
>> the Clerk's office and verify that this will work for OMB.

>>

>> Thanks!

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>> Sue

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>> -----Original Message-----

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>> From: Richard Durant [mailto:richard.durant@copyfax.com]

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>> Sent: Friday, June 11, 2010 9:03 AM

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>> To: Sue Butler

>>

>> Subject: Re: Printer proposal

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>> Sue,

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>> Lori Gamble from the Clerk's Office is going to contact you. They
>> have

>>

>> an AFICIO 2075SP they were going to trade in that will work great for
>> you. All you will need to do is put a maintenance agreement on it.
>> That will save you the rental fee. Lori is going to call you to see
>> if
>> you want to come look at it but we have been servicing and it is in
>> great shape. Let me know when you want it moved and we will move it
>> for you.

>> Thanks,

>> Rich

>> On Fri, May 28, 2010 at 10:19 AM, Sue Butler
>> <sbutler@nassaucountyfl.com>
>> wrote:

>>> Rich,

>>> Thank for the quote - this is something that we are interested in
>>> pursuing. Can you please provide me with a copy of the rental
>>> agreement?

>>> Thanks!

>>> Sue

>>> -----Original Message-----

>>> From: Richard Durant [<mailto:richard.durant@copyfax.com>]

>>> Sent: Thursday, May 13, 2010 1:34 PM

>>> To: Sue Butler; Mark Johnson

>>> Subject: Printer proposal

>>> Sue and Mark,

>>> Attached find proposal for printer we discussed this morning. Let me
>>> know if you need any additional information.

>>> Thanks,

>>> Rich

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>>> Richard Durant

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>>> Copyfax, Inc.

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>>> Education and Government Sales Manager

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>>> 904-296-1600 Ext. 2413

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>> Richard Durant

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>> Copyfax, Inc.

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>> Education and Government Sales Manager

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>> 904-296-1600 Ext. 2413

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> Richard Durant

> Copyfax, Inc.

> Education and Government Sales Manager 904-296-1600 Ext. 2413

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Richard Durant

Copyfax, Inc.

Education and Government Sales Manager

904-296-1600 Ext. 2413

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, repairs 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 its sole discretion, perform off-site renovation 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 the unit 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 MP 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 for electrical service and space; (ii) make or permit no alterations to Equipment without Copyfax written permission; (iii) attach no item to Equipment unless neither the Equipment nor such 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 or unusual servicing of Equipment; (vii) not itself 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 time during this agreement, and upon cancellation, Copyfax, Inc will own the "unused 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. Each month CopyFax may collect the current meter reading of each machine under contract. CopyFax may collect this reading with assistance of customer via telephone, facsimile or email. CopyFax may also collect this reading electronically via software embedded in machine under contract or via software/hardware installed on customer's computer network or server. 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.
- C. CopyFax has the right to increase the maintenance charge on an annual basis not to exceed 10% during the initial 5 year term of this agreement. Beginning with the sixth year CopyFax has the right to increase the maintenance charge on an annual basis not to exceed 20%.
- D. CopyFax will bill the customer a shipping charge of \$5.00 a month per machine. A fuel surcharge may be added when such amounts are necessary due to fuel supplier increases and increases on freight/shipping costs.

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 automatically 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 accept 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 additional 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 shall 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 for 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 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 a 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 failure 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 arising out of the use or performance of Equipment or the loss of use of such Equipment.