

(Contract Management Use only)

CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.

CM1674-A1

CONTRACTOR INFORMATION

Name: Copyfax _____

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

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

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

CONTRACT INFORMATION

Contract Name: Copyfax Maintenance Agreement Contract Value: _____

Brief Description: Maintenance Agreement for Copier located in OMB; initial contract written for 5 year term but form initially completed reflecting one year agreement. Contract amount \$300/yr for \$1500 total over 5 year period.

Contract Dates : From _____ to _____ Status: ___ New ___ Renew Amend# ___ WA/Task Order

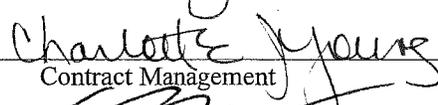
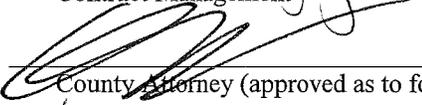
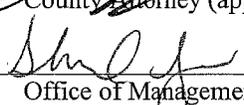
How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other

If Processing an Amendment:

Contract #: CM1674 Increase Amount of Existing Contract: \$1200.00 No Increase _____

New Contract Dates: 08/11/10 to 08/10/15 TOTAL OR AMENDMENT AMOUNT: \$1500.00 total for 5 year contract

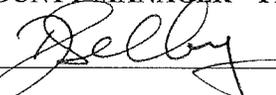
APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|---------|-----------------------|
| 1. |  | 8-29-11 | 01135513 - 544000 |
| | Department Head Signature | Date | Funding Source/Acct # |
| 2. |  | 8-31-11 | |
| | Contract Management | Date | |
| 3. |  | 9-1-11 | |
| | County Attorney (approved as to form only) | Date | |
| 4. |  | 8-29-11 | |
| | Office of Management & Budget | Date | |

RECEIVED
CONTRACT MANAGEMENT
2011 AUG 30 AM 10:19

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 Ted Selby _____ 8/29/11 _____
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

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"/> X	REQ. INSTALL DATE	SALES REP NAME Durant	MAIN PHONE NO.
Demo	CURRENT CUSTOMER <input type="checkbox"/>	BEGINNING METER READ	PO NUMBER	MAIN FAX NO.
Sale	Lease <input type="checkbox"/>			
	Rental <input type="checkbox"/>			

EMAIL ADDRESS:

INSTALL TO	Nassau County B.O.C.C.	CHARGE TO	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.

SEP 28 PM 1:21
 COUNTY OFFICE
 COUNTY OFFICE

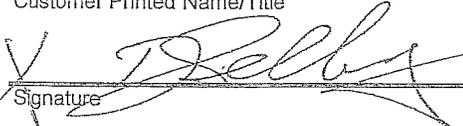
Machine model Ricoh AFICIO 2075 J7544	Serial Number K4655400201
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*NOTE: IF THERE IS MORE THAN ONE MACHINE, PLEASE USE MAINTENANCE ADDENDUM.

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

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. Customer Printed Name/Title	Richard Durant, Govt. Mgr. CopyFax, Inc. Printed Name/Title
 Signature	 Signature
10/8/10 Date	8-11-10 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):



Comments/Proposed Changes:

RPD

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.

RPD

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