

(Contract Management Use only)

CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.

CM2024-A3

CONTRACTOR INFORMATION

Name: AIM

Address: 11657 Central Parkway, Suite 401 Jacksonville, FL 32225
City State Zip

Contractor's Administrator Name: Julie Harrison Title: President

Tel#: 800-267-3792 x100 Fax: _____ Email: jharrison@aimhere.net

CONTRACT INFORMATION

Contract Name: AIM Maintenance Agreement Contract Value: \$1,320/annually
 Brief Description: _____

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

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


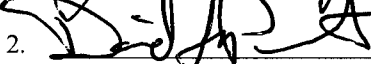

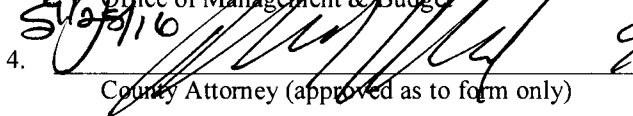
If Processing an Amendment:

Contract #: CM2024 Increase Amount of Existing Contract: (no increase)

New Contract Dates: 09/20/16 to 09/19/17 TOTAL OR AMENDMENT AMOUNT: \$1,320.00/annual

6 SEP 26 PM 3:05

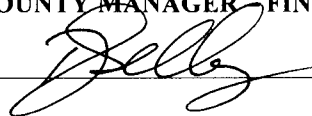
APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 
 Department Head Signature 9/26/16 5050 3420541-546020 Eng
Date Funding Source/Acct #
- 
 Contract Management 9/26/16 5050 4247515-546020 Planning
Date
- 
 Office of Management & Budget 9/28/16
Date
- 
 County Attorney (approved as to form only) 9/28/16
Date

note: \$600 budgeted FY16/17 in Eng + PEO for a \$1,200 total
 9/28/16

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL


 Ted Selby 10/3/16
Date


16 OCT -3 AM 9:28

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

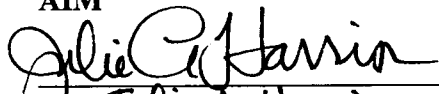
- 3. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



 TED SELBY, COUNTY MANAGER
 Its: Designee


AIM

 (Signature)
 By: Julie A. Harrison (Print Name)
 Its: President (Title)

STATE OF Florida
 COUNTY OF Duval

Before me personally appeared, Julie Harrison, who is personally known or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 13 day of September 2016.



 Notary Signature

Notary-Public-State of Florida at large
 My Commission expires: 3/13/17

LORRI DEE BARTLE
 Notary Public, State of Florida
 My Comm. Expires Mar. 13, 2017
 Commission No. EE 883779

AMENDMENT NUMBER 3/THIRD EXTENSION TO THE SALE AND SERVICE AGREEMENT

THIS AGREEMENT entered into this 13th day of September, 2016 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, (hereinafter referred to as "County") and **AIM** located at 11657 Central Parkway, Suite 401, Jacksonville, FL 32225; (hereinafter referred to as "Vendor").

WHEREAS, the parties entered into an agreement on September 20, 2013 for service on an Oce' PW 340, 2 roll, 36 inch copier, printer, color scanner for Engineering Services; and

WHEREAS, the original agreement provided for an initial twelve month term beginning upon installation with an option to renew for successive additional twelve month periods with written notice; and

WHEREAS, the parties entered into an additional period beginning September 20, 2014 and ending September 19, 2016; and

WHEREAS, the parties desire to amend and extend said Agreement through September 30, 2017.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The performance period is hereby extended for an additional period ending September 20, 2017 and shall be renewed for additional one-year periods upon written notice prior to the expiration of the then current term.
2. Monthly Base Charge shall increase to One Hundred Ten Dollars (\$110.00) per month.



AIM
 11657 CENTRAL PWKY.
 SUITE 401
 JACKSONVILLE, FL 32224
 1-800-267-3792 Fax (904) 745-0803
 www.aimhere.net

SALE AND SERVICE AGREEMENT

| | |
|---|--|
| Bill to Customer: NASSAU COUNTY – BOARD OF COMMISSIONERS Address 76347 VETERANS WAY SUITE 1010 City, State, Zip YULEE, FL 32235 | Install at: NASSAU COUNTY – ENGINEERING DEPT Address 96161 NASSAU PLACE City, State, Zip YULEE, FL 32097 |
|---|--|

SALE INFORMATION

| Qty | Description | Price | Purchase Price |
|-------------------------|------------------------------------|-------------------|---|
| | OCE PW 340 Print System W/ Scanner | | |
| | | | |
| | | | |
| | | SUBTOTAL | |
| | | TAX | |
| | | TOTAL | |
| Requested Delivery Date | | Tax Exempt Status | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | CERTIFICATE# |

TRADE IN INFORMATION

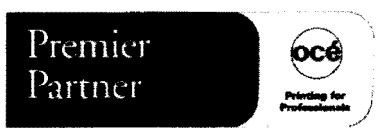
| Manufacture | Model | Serial # | Allowance |
|-------------|-------|----------|-----------|
| | | | |

Service Information

| Monthly Base Charge | Description | SQFT Allowance | SQFT Charge | Term |
|---------------------|-----------------|----------------|-------------|--------|
| \$110 | MONTHLY SUPPORT | 2,000 SQFT | .035 | 1 YEAR |

| CUSTOMER ACCEPTANCE | AMERICAN IMAGING MACHINE ACCEPTANCE |
|---------------------|-------------------------------------|
|---------------------|-------------------------------------|

| | |
|--|--|
| Name (Please Print) <i>T.J. Selby</i> Signature <i>[Signature]</i> Title <i>Co. Mgr.</i> Phone: <i>904-530-6010</i> | Name (Please Print) Julie A. Harrison Signature <i>Julie A. Harrison</i> Title: President Phone: (904) 745-0022 |
| Date <i>10/3/16</i> | Date 07/07/2016 |





AIM
11657 CENTRAL PWKY.
SUITE 401
JACKSONVILLE, FL 32224
1-800-267-3792 Fax (904) 745-0803
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General Terms and Conditions

GENERAL TERMS AND CONDITIONS: The following terms apply to all sale and maintenance transactions.

1. **PRODUCTS:** "Products" refers to all equipment, software, and supplies ordered under this agreement.
2. **PAYMENT:** Payment is due upon installation and acceptance of hardware (i.e., copiers, printers, plotters, etc) and net 30 days for invoiced items/services. Your payment includes all applicable taxes (unless you provide proof of your tax exempt status) including, but not limited to sales and use, rental, excise, tax receipts and occupational or privilege taxes. A 30% deposit may be required on all orders and a late fee will be assessed on all payments that are fifteen days after the date of the invoice. (a) Unless otherwise noted, all equipment ordered under this agreement is special ordered, if canceled before delivery a restocking fee will be charged. The restocking fee will be at the rate charged to AIM by the supplier +10% for administrative costs. (b) If equipment is financed, failure to qualify or accept financing does not absolve the obligation to pay for delivered equipment.
3. **BASIC SERVICES:** AIM will provide the following basic services under an express warranty or maintenance agreement.
 - A. **REPAIRS AND PARTS:** AIM will make adjustments and repairs necessary to keep the equipment in good working order. Parts required for repair may be new, reprocessed, or recovered. All replaced parts/materials will become AIM property at its option. Basic services shall cover all parts (including but not limited to drums, rollers, circuit boards, etc.) and labor at no additional cost to the listed prices on the front of the order agreement. For used equipment the parts are as available and may not exceed the yearly value of the base maintenance fee. For new or used equipment, if the part cost exceeds the yearly value of the base fee then the cost of the part will be extra. The determination of the part cost is based upon dealer cost and not retail value.
 - B. **HOURS AND EXCLUSIONS:** Unless otherwise stated, basic services will be provided during AIM's standard working hours (excluding AIM's recognized holidays). Basic services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship, and shall specifically exclude repairs or adjustments AIM determines to relate to the use of non AIM or manufacturer alterations, service, supplies, consumables or acts of God. This contract excludes any items that are classified as consumables, (i.e. toner developer and media.) Any additional exclusion to this contract must be noted on the face of the order agreement or addendum that is signed by both parties.
 - C. **INSTALLATION SITE AND METER READINGS:** The equipment installation site must at all time conform to the manufacturers published requirements. If applicable, you will provide accurate and timely meter readings in the manner prescribed by AIM. If you do not provide meter readings by the 3rd day of any month AIM may estimate the meter readings and reconcile at a latter day the actual meter reads once provided by you.
 - D. **OPTIONS AND ACCESSORIES:** If you operate options or accessories (including network servers required for equipment functionality) in association with the equipment, you agree to contract with AIM for equivalent, coterminous service on them (if available).
 - E. **USED EQUIPMENT:** AIM reserves the right to inspect any used equipment to be covered under this agreement to determine that said equipment is in acceptable operating condition and also to inspect the covers and other cosmetic components to insure that they are in good condition as of the effective date of this Agreement. In the event said Equipment requires repairs or complete refurbishing prior to acceptance of the contract, such work will be made at the hourly rates in effect at the time of the repairs and these charges (including all parts replaced) will be in addition to the rates of this Agreement.
 - F. **PC/WORKSTATION REQUIREMENTS:** In order to receive either Basic Services or Software Support for equipment requiring connection to a PC or workstation, you must utilize a PC or Workstation that either (1) has been provided by AIM or (2) meets the manufacturers published specifications.

Initials _____ / Date _____

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INTELLIGENTLY



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Printing for
Professionals



AIM
 11657 CENTRAL PWKY.
 SUITE 401
 JACKSONVILLE, FL 32224
 1-800-267-3792 Fax (904) 745-0803
 www.aimhere.net

GENERAL TERMS AND CONDITIONS (CONT)

4. LIMITATION OF LIABILITY AND ASSIGNMENTS: Neither party shall be liable to the other for any direct damages in excess of \$5,000 nor for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the sale or maintenance of the products (or any other aspect of this agreement), whether the claim alleges tortious conduct (including negligence) or any other legal theory. In addition, AIM DISCLAIMS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. You may not assign any rights or obligations under this Agreement without AIM's prior written consent.

5. ENTIRE AGREEMENT AND ENFORCEMENT: This Agreement (including any addenda) constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. All changes to this agreement must be made in writing and signed by both parties and accordingly, any terms on ordering documents shall be of no force or effect. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its cost and expenses, including reasonable attorney's fees.

6. ASSIGNMENT BY AIM: In the event that AIM assigns any of its obligations under this Agreement, it shall remain primarily responsible for their performance; any claim or defense you have relating to these obligations must be asserted against AIM and not its assignee.

SALE TERMS: The following additional terms apply to sale transactions:

7. TITLE AND RISK: For equipment purchased outright, the title will pass to you upon payment in full and the risk of loss will pass to you upon the installation date (except products designated as Customer installable for which risk of loss will pass upon shipment from a AIM owned facility and delivery is certified by an AIM authorized carrier).

8. WARRANTY: In place equipment is sold on a strict "AS IS, WHERE IS" basis, without any warranty. If an express warranty period for purchased equipment other than in place is specified in the applicable price list or elsewhere in this agreement, it will apply only to you and will commence upon the installation date. During express warranty period AIM will provide the basic services.

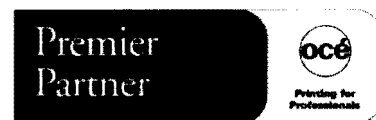
9. EQUIPMENT STATUS: Unless you are acquiring previously installed equipment, equipment will be either (a) "Newly Manufactured," which has been factory produced and contains new, reprocessed, and or recovered parts; (b) "Remanufactured," which is factory produced following disassembly to a Manufacturer predetermined standard and contains new, reprocessed, and or recovered parts; or (c) "Factory Produced New Models," which is a model no more than three years old that has been factory produced and newly serialized with additional features and or functions following disassembly to a Manufacturer predetermined standard and contains new, reprocessed, and or recovered parts.

10. CREDIT HISTORY: As part of this transaction, AIM may investigate your credit history. Unless you have already paid in full, and even if Products have been delivered, AIM may, in addition to any of its other remedies, require immediate payment of the entire unpaid principal balance.

MAINTENANCE TERMS: The following additional terms apply only to maintenance transactions:

11. PRICING CHANGES FOR MULTI YEAR AGREEMENTS: AIM may annually adjust the Monthly Base and Print Charges established under your multi-year maintenance agreement, each such increase not to exceed 10%. (For state and local customers, this adjustment, shall take place at the commencement of each of your annual contract cycles.)

Initials _____ / Date _____





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 1-800-267-3792 Fax (904) 745-0803
 www.aimhere.net

GENERAL TERMS AND CONDITIONS (CONT)

12. COMMENCEMENT AND TERMINATION : Maintenance agreements will commence at the end of any warranty period (unless supplies are included, in which case they will commence upon installation) and expire on the last day of the 12th, 24th, 36th, 48th, and 60th full calendar month thereafter, as applicable. If you terminate your maintenance agreement prior to the conclusion of its scheduled term, you agree to pay AIM (1) all accrued Monthly Base and Print Charges (2) all Minimum monthly Maintenance payments for a period of six months on one year agreements and twelve months on multi-year agreements. (Note, however, that these termination charges may be waived by AIM if you are upgrading the covered equipment to an alternative product offered by AIM). The minimum monthly maintenance payment shall consist of (1) any Monthly base charge and (2) any monthly minimum number of prints multiplied by the applicable meter charge(s).

13. RENEWAL: Each maintenance agreement will be automatically renewed for 12 month terms unless a written notice of cancellation is received from you prior to expiration of the then current term.

14. BILLING: Minimum monthly maintenance payments are billed in advance, with additional print charges billed in arrears. Meter readings are taken on the first of the month and if not received by the 3rd of the month AIM may at its discretion estimate the meter reading based upon the monthly average volume. Any overcharges or under charges will be adjusted upon the receipt of the actual meter readings.

SOFTWARE TERMS: The following additional terms apply only to transactions covering Software.

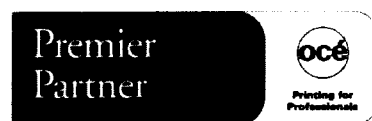
15. SOFTWARE LICENSE: The following terms apply to copy righted software and accompanying documentation, including but not limited to operating system software, included with or within the Equipment (Base Software) as well as software specifically set out as "Application Software" on the face of this agreement. This license does not apply to any diagnostic software or to any software and accompanying documentation made subject to a separate license agreement.

A. The license to all software is subject to the terms and condition of the manufacturer and shall remain their sole domain.

16. DIAGNOSTIC SOFTWARE: Software used to maintain the equipment and or diagnose its failures substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the equipment. The Diagnostic Software and method of entry or access to constitute valuable trade secrets of the manufacturer. Title to the Diagnostic software shall at all times remain solely with the manufacturer or the manufacturer's licensors. You agree that (1) your acquisition of the equipment does not grant you a license or the right to use the Diagnostic software in any manner and (2) that unless separately licensed by the manufacturer to do so, you will not use, reproduce, distribute, or disclose the diagnostic software (or allow third parties to do so) for any purpose. You agree at all times (including subsequent to the expiration of this agreement) to allow AIM or the manufacturer to monitor, or otherwise take steps to prevent the unauthorized use or reproduction of the Diagnostic software.

I have read and understood these terms and by my initials below agree to the terms for ordering this equipment.

Initials _____ / Date _____



David Pensante

From: Julie Harrison <jharrison@aimhere.net>
Sent: Tuesday, September 13, 2016 4:39 PM
To: David Pensante
Cc: Becky Liddell
Subject: RE: CM2024-A3_Third extension to the maintenance agreement for OCE PW340

I apologize for the delay! I can have it notarized but it won't be until Friday as I am out of the office tomorrow and Thursday at a conference.

Julie A. Harrison

President

1-800-267-3792 x100 1-904-745-0022 x100

WWW.AIMHERE.NET

AIM
Printing & Graphics



From: David Pensante [mailto:dpensante@nassaucountyfl.com]
Sent: Tuesday, September 13, 2016 4:38 PM
To: Julie Harrison
Cc: Becky Liddell
Subject: RE: CM2024-A3_Third extension to the maintenance agreement for OCE PW340

Thank you. Are you able to have it notarized and mail me the original? Again, thank you.

David J Pensante, Procurement Manager

Nassau County Contract Management
96135 Nassau Place, Suite 2
Yulee, Florida 32097
904-530-6040
dpensante@nassaucountyfl.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

David Pensante

From: David Pensante
Sent: Tuesday, September 06, 2016 9:39 AM
To: 'jharrison@aimhere.net'
Cc: Becky Liddell
Subject: CM2024-A3_Third extension to the maintenance agreement for OCE PW340
Attachments: CM2024-A3 AIM.pdf

Julie,

Please see the attached Amendment extending the contract for the Nassau County Engineering department's OCE PW Print System W/ Scanner. Just like last year, if you agree with the attached, please print, sign the last page and have notarized. I will need the original sent via mail so I can have it signed by the County Manager for it to be executed. My address is below. I put in it an increase to \$110.00 per month per the document I received from Becky Liddell.

Let me know if you have any questions.

Thank you,

David J Pensante, Procurement Manager

Nassau County Contract Management
96135 Nassau Place, Suite 2
Yulee, Florida 32097
904-530-6040
dpensante@nassaucountyfl.com

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