

**HIGHLANDS COUNTY  
BOARD OF COUNTY COMMISSIONERS  
(HCBCC)  
PURCHASING DEPARTMENT**

DATE: 9/14/2016

BID NO. RFP 16-016                      ADDENDUM No. 1

Project.: Managed Print Services

Owner: Highlands County BCC  
Attn: Purchasing Department  
4320 George Blvd; Sebring, FL 33875-5803

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The purpose of this addendum is to release additional information and answer questions submitted. This document contains 46 pages.

1. There are 3 library customer facing machines and was wondering if they have coin op boxes or software on the current machine and if so what system?  
*They have coin boxes.*
2. Could you send me over Highland County current contract for their fleet?  
*See Exhibit A & B. See pages 2-17 (A) AND 18-41 (B).*
3. Is Highlands County RFP 16-016 looking for only for 35 machines list on bid to be proposed or also to add desktop printers that are not networked?  
*We are looking for desktop printers too. Since the release of this RFP we conducted an inventory of such printers. The inventory is included herein as Exhibit C. The file is available in Excel format upon request. See pages 42-46.*

# INVENTORY LIST for RFP 16-016

Inventory date: 8/25/2016

No.	RFP Ref.	Department	Street	City	Position	Name	Brand	Model	Serial #	Networked	IP Address	Server
1	-	Purchasing	4320 George	Sebring	Purchasing	HP 2025CP B	HP	LaserJet CP2025	CNGSC50697	Yes	172.23.1.25	hcgps1
2	16	Human Resources	600 S. Commerce	Sebring	HR Front Desk	BCC PER XE 66	Xerox	Workcentre 6605	XL3-603157	Yes	172.28.1.122	hccps1
11	-	Administrative	600 S. Commerce	Sebring	Admin. Front	BCC ADM HP 13	HP	Laserjet 1320n	CNHC6432XN	Yes	172.28.1.124	hccps1
12	1	Administrative	600 S. Commerce	Sebring	Admin Shared	BCC ADM XE 78	Xerox	W7855PT Tandem	MX4-134337	Yes	172.28.1.68	hccps1
13	4	OMB	600 S. Commerce	Sebring	HR OMB Risk S	BCC OMB XE 78	Xerox	W7855PT Tandem	MX4-134395	Yes	172.28.1.45	hccps1
14	-	Engineering	505 S. Commerce	Sebring	Engineering I	-	Brother	Intellifax 4750e	U60283A5V5490	No	-	-
15	-	Engineering	505 S. Commerce	Sebring	Engineering I	-	HP	Laserjet CP4525	JPDCFDJ15C	Yes	172.28.2.44	hccps1
20	-	Engineering	505 S. Commerce	Sebring	Eng. Project	-	HP	6210 All-In-One	CN66MEF16X	No	-	-
26	-	Building Dept	501 S. Commerce	Sebring	Building Dept	BCC BLD HP 81	HP	Laser Jet 8150N	?	Yes	172.28.1.133	hccps1
29	-	Zoning	501 S. Commerce	Sebring	Zoning Superv	BCC ZON HP 20	HP	Laser Jet P2015dn	CNBJY01594	Yes	172.28.1.121	hccps1
31	-	Zoning	501 S. Commerce	Sebring	Zoning Office	-	HP	Laser Jet CP1215	CNAC85N1C1	No	-	-
32	-	Zoning	501 S. Commerce	Sebring	Zoning Clerk	-	HP	Laser Jet Pro 400	JPBDQ23249	Yes	-	-
35	-	Code Enforcer	501 S. Commerce	Sebring	Code Enforcer	BCC CE HP CP1	HP	CP1518ni	CNAC83T106	Yes	172.28.1.146	hccps1
37	-	Development S	501 S. Commerce	Sebring	Development S	-	Brother	Intellifax 4100e	U61639M4J5394	No	-	-
38	-	Development S	501 S. Commerce	Sebring	Development S	BCC PLN HP 41	HP	Laser Jet 4100TN	??	Yes	172.28.1.166	hccps1
39	-	Development S	501 S. Commerce	Sebring	Development S	BCC PLN HP 55	HP	LaserJet 5550n	JPSC6DF01H	Yes	172.28.1.66	hccps1
40	-	Development S	501 S. Commerce	Sebring	Development S	-	HP	2605dn	CNHC82651C	No	-	-
41	-	Code Enforcer	501 S. Commerce	Sebring	Code Enforcer	-	HP	DeskJet F4480	?	No	-	-
42	-	Code Enforcer	501 S. Commerce	Sebring	Code Enforcer	BCC CE HP 300	HP	LaserJet 3000dn	CNYCS01058	Yes	172.28.1.178	hccps1
43	-	Code Enforcer	501 S. Commerce	Sebring	Code Enforcer	-	Lexmark	Z2420	000M2385058	No	-	-
44	-	Code Enforcer	501 S. Commerce	Sebring	Code Enforcer	BCC CE HP 405	HP	LaserJet 4050TN	No label	Yes	172.28.1.191	hccps1
45	-	Tourism	501 S. Commerce	Sebring	Tourism Consu	BCC TDC HP 28	HP	LaserJet 2840	No label	No	-	-
47	-	Facilities	636 Fernleaf	Sebring	Custodial Sup	-	HP	DeskJet 6940	No label	No	-	-
48	-	Recycling	6000 Skipper	Sebring	Recycling Fro	-	HP	OfficeJet Pro 8620	CN51MEW32Q	No	-	-
49	-	Recycling	6000 Skipper	Sebring	Recycling Mar	-	HP	CP1518ni	No label	No	-	-
50	-	Animal Control	7300 Haywood	Sebring	Animal Control	BCC AC HP 260	HP	Laserjet 2600n	No label	Yes	10.10.30.20	hccps1
51	-	Animal Control	7300 Haywood	Sebring	Animal Control	-	HP	Laserjet Pro MFP M	VNB8H5V99L	No	-	-
52	-	Recycling	6000 Skipper	Sebring	Recycling Fro	-	Xerox	Workcentre PE 120i	VKC512364	No	-	-

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Inventory date: 8/25/2016

No.	RFP Ref.	Department	Street	City	Position	Name	Brand	Model	Serial #	Networked	IP Address	Server
53	-	Children's Ac	1968 Sebring	Sebring	CAC Front Des	BCC CAC DE 30	Dell	3100cn	CN-0KJ909-719	Yes	172.28.1.61	hccps1
55	-	Solid Waste	12700 Arbuckl	Sebring	Solid Waste C	-	HP	OfficeJet Pro 6830	TH5AG820TM	No	-	-
57	-	Solid Waste	12700 Arbuckl	Sebring	Solid Waste I	-	Brother	FAX4100	U60298G5J308	No	-	-
60	-	Solid Waste	12700 Arbuckl	Sebring	Solid Waste C	-	HP	DeskJet C6900	MY9392K2ZM	No	-	-
61	2	AG Extension	4509 George I	Sebring	AG Extension	-	Xerox	W7855PT Tandem	MX4-136501	Yes	-	-
62	3	Animal Control	7300 Haywood	Sebring	Animal Control	BCC AC XE 355	Xerox	WC3550X	VMA-568451	Yes	10.10.30.10	hccps1
63	5	Building Depa	501 S. Commes	Sebring	Building Dept	BCC BLD XE 78	Xerox	W7855PT Tandem	MX0-144286	Yes	172.28.1.83	hccps1
64	6	Children's Ac	1968 Sebring	Sebring	Children's Ac	BCC CAC XE 57	Xerox	WC5755A	XEH-074984	Yes	172.28.1.73	hccps1
65	7	Courthouse Re	430 S. Commes	Sebring	Courthouse I	-	Xerox	WC5330PT Tandem	AE9-556143	Yes	-	-
66	8	Development S	505 S. Commes	Sebring	Development S	BCC PLN XE 79	Xerox	W7970P	BOW-587726	Yes	172.28.1.171	hccps1
67	9	EMS	4500 George I	Sebring	EMS Shared	XE 5755 EMS	Xerox	WC5755A	XEH-760340	Yes	172.23.1.117	hcgps1
68	10	Engineering	501 S. Commes	Sebring	Engineering S	BCC ENG XE 77	Xerox	WC7775MFD	RFX-017849	Yes	172.28.1.136	hccps1
69	-	Engineering	501 S. Commes	Sebring	Engineering S	BCC ENG HP 45	HP	DesignJet 4500	SG7AIP904T	Yes	172.28.2.50	hccps1
70	11	Traffic Opera	4344 George I	Sebring	Traffic Ops S	XE 5325 TOP	Xerox	WC5325	AE7-196194	Yes	172.23.1.41	hcgps1
71	12	EOC	6850 W. Geor	Sebring	EOC Shared	XE 5755 EOC	Xerox	WC5755A	XEH-071416	Yes	172.21.50.240	hcgps1
72	13	EOC	6850 W. Geor	Sebring	EOC Warroom	XE 3615 EOC	Xerox	WC3615	A2T-202765	Yes	172.21.50.106	hcgps1
73	14	Facilities	636 Fernleaf	Sebring	Facilities Fu	BCC FAC XE 35	Xerox	WC3550X	VMA-564533	Yes	172.28.1.181	hccps1
74	15	Housing	7205 S. Geor	Sebring	Housing Mana	BCC HOU XE 66	Xerox	WC6605DN	XL3-616787	Yes	172.23.20.18	hcgps1
75	17	Human Service	7502 S. Geor	Sebring	Human Service	XE 5755 HHS	Xerox	WC5755APT	XEH-077403	Yes	172.23.20.240	hcgps1
76	18	Library-Avon	100 N. Museu	Sebring	Public	-	Xerox	W7830PT	MX1-196072	Yes	-	-
77	19	Library-Avon	100 N. Museu	Sebring	Staff Shared	-	Xerox	W7830P	MX0-138909	Yes	-	-
78	20	Library-Lake	205 W. Inter	Lake Placid	Public	-	Xerox	W7830PT	MX1-196123	Yes	-	-
79	21	Library-Lake	205 W. Inter	Lake Placid	Staff Shared	-	Xerox	W7830P	MX0-138837	Yes	-	-
80	22	Library-Sebr	319 W. Cente	Sebring	Public	-	Xerox	W7830PT	MX1-196199	Yes	-	-
81	23	Library-Sebr	319 W. Cente	Sebring	Staff Shared	-	Xerox	W7830P	MX0-138930	Yes	-	-
82	24	Parks and Nat	4344 George I	Sebring	Staff Shared	BCC NR XE 72	Xerox	W7225PT	LX5-697248	Yes	172.23.20.106	hcgps1
83	25	Placid Lakes	2010 Placid I	Sebring	Front Office	-	Xerox	WC3615DN	A2T-383117	Yes	-	-
84	26	Public Defenc	510 Fernleaf	Sebring	Staff Shared	-	Xerox	5865A	EX9-292006	Yes	-	-

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85	27	Purchasing	4320 George I	Sebring	Staff Shared	XE 5755 GS	Xerox	WC5755A	XEH-069907	Yes	172.23.1.113	hcgps1
86	29	Road & Bridge	4344 George I	Sebring	Staff Shared	XE 7845 RB	Xerox	W7845PT	MX4-332542	Yes	172.23.1.55	hcgps1
87	30	Solid Waste	12700 Arbuckl	Sebring	office Share	BCC LF XE 78	Xerox	W7830P	MX0-138995	Yes	172.36.1.8	hccps1
88	31	Solid Waste	12700 Arbuckl	Sebring	Scale House	BCC LF XE 36	Xerox	WC3615DN	A2T-202624	Yes	172.36.1.10	hccps1
89	32	Tourism	501 S. Comm	Sebring	Front Desk	BCC TDC XE 6	Xerox	WC6605DN	XL3-622679	Yes	172.28.1.228	hccps1
90	33	Veteran's Ser	7209 S. Geor	Sebring	Staff Shared	XE 7120 VET	Xerox	WC7120P	XMk-295404	Yes	172.23.1.70	hcgps1
91	34	West Sebring	3517 Hammock	Sebring	Shared	-	Xerox	W7225PT	LX5-698173	Yes	-	-
93	35	West Sebring	2300 Longvie	Sebring	Shared	-	Xerox	MPF6180D	GNX-256382	Yes	-	-
95	-	Purchasing	4320 George I	Sebring	Purchasing Ar	-	Duplicate	-	-	-	-	-
97	-	Road & Bridge	4344 George I	Sebring	Cartograph Ar	BCC RB HP 40	HP	LaserJet Pro 400	CNDF317496	Yes	172.23.1.109	hcgps1
98	-	Road & Bridge	4344 George I	Sebring	Warehouse Sha	-	Brother	Fax4100e	U61639J6J532	No	-	-
100	-	Road & Bridge	4344 George I	Sebring	R&B Operatio	BCC RB HP 86	HP	OfficeJet Pro 8500	CN11QCM07V	Yes	172.23.1.49	hcgps1
102	-	Road & Bridge	4344 George I	Sebring	Warehouse Ma	HP 400 GS	HP	LaserJet Pro 400	CNDF216211	Yes	172.23.1.62	hcgps1
107	-	Road & Bridge	4344 George I	Sebring	R&B Front Des	HP 8600 RB	HP	OfficeJet Pro 8600	CN23GBS1HH	Yes	172.23.1.50	hcgps1
108	-	Parks and Nat	4344 George I	Sebring	Parks and Nat	BCC NR HP P2	HP	LaserJet P2015dn	CN89M13734	Yes	172.23.1.116	hcgps1
110	-	Parks and Nat	4344 George I	Sebring	Parks and Nat	HP 2840 PR_G	HP	LaserJet 2840	?	Yes	172.23.1.47	hcgps1
111	-	Parks and Nat	4344 George I	Sebring	Leisure Serv	BCC NR HP P3	HP	LaserJet P3015	VNBCC1L0GH	Yes	172.23.1.200	hcgps1
113	-	Road & Bridge	4344 George I	Sebring	Public Works	HP M277dw RB	HP	LaserJet MFP M277d	VNB8J40JFW	Yes	172.23.1.71	hcgps1
115	-	Road & Bridge	4344 George I	Sebring	R&B Office Ma	HP 400 RB	HP	LaserJet Pro 400	CNDF216209	Yes	172.23.1.154	hcgps1
117	-	Road & Bridge	4344 George I	Sebring	Administrativ	HP 400 RB2	HP	Laserjet Pro 400	CNDF216216	Yes	172.23.1.221	hcgps1
119	-	Traffic Opera	4330 George I	Sebring	Traffic Ops S	-	Brother	IntelliFax4750e	U60283F4J634	No	-	-
120	-	Traffic Opera	4330 George I	Sebring	Traffic Techn	-	HP	LaserJet 1020	CNB2668208	No	-	-
121	-	Traffic Opera	4330 George I	Sebring	Lead Traffic	HP 600 TOP	HP	Laserjet 600 M602	CNCCF6C1L3	Yes	172.23.1.111	hcgps1
122	-	Traffic Opera	4330 George I	Sebring	Traffic Techn	-	HP	LaserJet 1020	CNBKR17732	No	-	-
126	-	Parks and Nat	4344 George I	Sebring	Carpentry Sup	-	HP	LaserJet P1505	VND3L00327	No	-	-
127	-	Traffic Opera	4330 George I	Sebring	Lead Traffic	-	HP	LaserJet Pro CM141	CNH8C71Q9C	No	-	-
128	-	Parks and Nat	4344 George I	Sebring	Carpentry Sup	-	HP	1040 Fax	CN742AC02D	No	-	-
129	-	EMS - Main St	4500 George I	Sebring	EMS Records S	-	HP	LaserJet Pro 400	CNDF213385	No	-	-

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No.	RFP Ref.	Department	Street	City	Position	Name	Brand	Model	Serial #	Networked	IP Address	Server
130	-	EMS - Main St	4500 George I	Sebring	EMS Shared	-	Brother	FAX-2840	U63274J5J1440	No	-	-
131	-	EMS - Main St	4500 George I	Sebring	EMS Clerk	-	HP	LaserJet P3005n	CND1S15871	No	-	-
132	-	EMS - Main St	4500 George I	Sebring	EMS Manager	HP 400 EMS_1	HP	LaserJet Pro 400	CNDF205904	Yes	172.23.1.59	hcgps1
134	-	EMS - Main St	4500 George I	Sebring	EMS Billing S	-	HP	LaserJet Pro M402d	PHBQB07591	No	-	-
135	-	EMS - Main St	4500 George I	Sebring	EMS Medical S	-	HP	OfficeJet J4580	CN9CGD40T2	No	-	-
136	-	EMS - Main St	4500 George I	Sebring	EMS Front Des	-	HP	LaserJet 2420	CNGKC54258	No	-	-
137	-	EMS - Main St	4500 George I	Sebring	EMS Medical S	-	HP	OfficeJet J4580	CN9CGD72RS	No	-	-
138	-	EMS - Main St	4500 George I	Sebring	EMS Medical S	-	HP	DeskJet 2512	CN33V3NK4Q	No	-	-
139	-	EOC	6850 W. Geor	Sebring	EOC Copy Room	HP 2025CP EOC	HP	LaserJet CP2025	CNGS427440	Yes	172.21.50.23	hcgps1
140	-	EMS - Main St	4500 George I	Sebring	EMS Front Sha	-	HP	LaserJet P1102w	VNB4G37316	No	-	-
141	-	EOC - Fire Se	6850 W. Geor	Sebring	Fire Services	-	Xerox	DocuMate 152	850CN108C85C	No	-	-
142	-	EOC - Fire Se	6850 W. Geor	Sebring	Fire Marshal	-	Xerox	DocuMate 152	1BB5CR1800	No	-	-
143	-	EOC - Fire Se	6850 W. Geor	Sebring	Shared	-	HP	OfficeJet 4630	CN4733B4YW	No	-	-
144	-	EOC - Fire Se	6850 W. Geor	Sebring	Fire Services	-	Xerox	DocuMate 152	1BB5CR1827	No	-	-
145	-	EOC - Fire Se	6850 W. Geor	Sebring	Fire Services	-	Xerox	DocuMate 152	1BB5CR1639	No	-	-
146	-	EOC - Fire Se	6850 W. Geor	Sebring	Fire Services	-	Xerox	DocuMate 152	0B65CQ1090	No	-	-
147	-	EOC	6850 W. Geor	Sebring	EOC Specilais	-	HP	LaserJet 3600n	CNWDF35599	No	-	-
148	-	EOC	6850 W. Geor	Sebring	EOC Warroom	HP 3600 EOC	HP	LaserJet 3600n	CNWBD92751	Yes	172.21.50.100	hcgps1
149	-	EOC	6850 W. Geor	Sebring	EOC Specilais	-	Xerox	DocuMate 152	0B65CQ1615	No	-	-
150	-	EOC	6850 W. Geor	Sebring	Fire Service	-	HP	DeskJet D4360	TH88K129QW	No	-	-
151	-	Desoto Fire	6850 W. Geor	Sebring	Shared	-	HP	CB700	TH88F12BKR	No	-	-
152	-	Veteran's Ser	7209 S. Geor	Sebring	Veteran's Ser	HP 8600 VET	HP	OfficeJet Pro 8600	CN38QE3G1D	No	-	-
153	-	EMS - Main St	4500 George I	Sebring	EMS Front Sha	-	HP	LaserJet 2420	CNGKC54258	No	-	-
154	-	Veteran's Ser	7209 S. Geor	Sebring	Asst. Veteran	BCC VET HP M	HP	LaserJet 1536dnf	CNC9C6KH3H	No	-	-
155	-	Veteran's Ser	7209 S. Geor	Sebring	Veteran's Ser	-	HP	LaserJet 1536dnf	CNC9C6KH36	No	-	-
156	-	Healthy Fami	7205 S. Geor	Sebring	Family Assess	-	HP	LaserJet P2015dn	CNBJR42324	No	-	-
157	-	Healthy Fami	7205 S. Geor	Sebring	Family Assess	-	HP	LaserJet 1012	CNFB629955	No	-	-
158	-	Healthy Fami	7205 S. Geor	Sebring	Healthy Fami	-	HP	Envy 5660	TH6389V0DN	No	-	-

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No.	RFP Ref.	Department	Street	City	Position	Name	Brand	Model	Serial #	Networked	IP Address	Server
159	-	Human Services	7205 S. George	Sebring	Human Services	HP 500 HHS	HP	LaserJet 500	CNCCF7Q0MV	Yes	172.23.20.19	hcgps1
160	-	Road & Bridge	4344 George I	Sebring	Unit 2 Superv	-	HP	DeskJet 6940	MY75T9R34B	No	-	-
161	-	Road & Bridge	4344 George I	Sebring	Construction	-	HP	DeskJet 6940	MY859CS0PV	No	-	-
162	-	Parks and Nat	4344 George I	Sebring	Weed Control	-	HP	LaserJet CP2025	CNGSC56355	No	-	-
163	-	Parks and Nat	4344 George I	Sebring	Sports Comple	-	HP	LaserJet P1505	VND3G01047	No	-	-
164	-	Road & Bridge	4344 George I	Sebring	Concrete Sup	-	HP	DeskJet C6940	MY859CS0PB	No	-	-
165	-	Traffic Opera	4330 George I	Sebring	Traffic Ops S	BCC TOP HP CI	HP	LaserJet CP4525	JPBCCCK0GC	Yes	172.23.20.43	hcgps1
166	-	Road & Bridge	4344 George I	Sebring	Unit 3 Superv	-	HP	LaserJet Pro MFP M	VNB8J4101Y	No	-	-
167	-	EMS - Avon Pa	51 Whilhite S	Avon Park	AP EMS Share	-	HP	LaserJet 2420	CNGKB53381	No	-	-
168	-	EMS - Avon Pa	51 Whilhite S	Avon Park	AP EMS Share	-	HP	LaserJet 2420	CNGKC54259	No	-	-
169	-	EMS - Sebring	530 S. Eucaly	Sebring	Sebring Downt	-	HP	LaserJet 2420	CNGKB53304	No	-	-
170	-	EMS - Hammoc	3517 Hammock	Sebring	Hammock Rd EM	-	HP	Laserjet 2420	CNGKC54263	No	-	-
171	-	EMS - Lake Pl	17 W. Royal I	Sebring	Lake Placid P	-	HP	OfficeJet 4630	CN4CQ592WW	No	-	-
172	-	EMS - Ridge S	3608 Valerie	Sebring	Ridge Station	-	HP	LaserJet 2420	CNGKB53374	No	-	-
173	-	EMS - Lake Pl	12 W. Inerlal	Lake Placid	LP Volunteer	-	HP	LaserJet 2420	CNGKB53304	No	-	-
174	-	AG Extension	4509 George I	Sebring	AG Extension	-	HP	LaserJet 4000	?	No	-	-
175	28	Recycling	6000 Skipper	Sebring	Recycling Sha	-	Xerox	WC7428P	PBB-024115	Yes	-	-
178	-	Parks and Nat. Resources			Lakes Manage	-	HP	LaserJet P2035	VNB3460230	No	-	-
179	-	Parks and Nat. Resources			Natutral Resc	-	HP	Photosmart Premium	CN05I173ZS	No	-	-
180	-	Parks and Nat. Resources			Environmental	-	HP	LaserJet P1505	CNBK424068	No	-	-

Gregory D. Vogl  
Account General Manager – State of Florida



October 22, 2009

George Cotter  
University of South Florida  
Purchasing and Property Services  
4202 E. Fowler Avenue AOC 200  
Tampa, Florida 33620-9000

Dear George:

Thank you for the opportunity to continue to serve the staff, students and administration of the University of South Florida, with the award of this ITN.

There are two documents you may want your legal department review. 1) Xerox Clarifications to University of South Florida, Invitation to Negotiate ITN 9-13-G Copiers, Printers, and Multi-Functional Printers, which clarify some of the ITN's Terms and Conditions as well as some additional items we would require. 2) Services and Solutions Agreement, this agreement enables the portion of the Balance of Line offering in which a transaction under the award would require Xerox to provide one of our many service offerings (see attach outline).

I would also like to confirm that the University has awarded Xerox its Primary and Alternate offering, as well as the Balance of Line we had offered in our submission. Please sign the acknowledgement line below to confirm the awarded items above, and please mail me back a signed copy.

Thank you for your review of the attached documents. If you have any questions please feel free to contact me.

Sincerely,

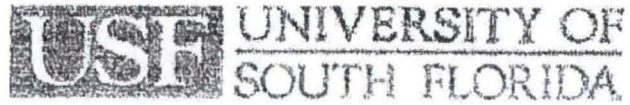
Gregory D. Vogl

11/2/09

Award Acknowledgement \*  
Primary/Alternate/Balance of Line  
George Cotter

Date

\* Award Acknowledgement is not a guarantee of any future orders or equipment leases.



• **AWARDED BIDS** •

INVITATION TO NEGOTIATE NUMBER: 9-13-G      BID TITLE: Copiers, Printers and Multi-Functional Printers

**Award To:**

**Lot:**

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Bell Techlogix, Inc.	Lot I
Dell Marketing L.P.	Lot I
Konica Minolta Business Solutions U.S.A., Inc.	Lot II
Ricoh Americas Corporation	Lots I & II
<b>Xerox Corporation</b>	Lots I & II

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# TN PROPOSAL TABULATION

TN TITLE: Copiers, Printers and Multi-Functional Printers

TN NUMBER: 9-13-G

OPENING DATE: May 22, 2009 TIME 3:00 P.M.

AWARDED DATE \_\_\_\_\_

POSTING TIME/DATE

FROM: \_\_\_\_\_ / \_\_\_\_\_

UNTIL: \_\_\_\_\_ / \_\_\_\_\_

PAGE: 4 OF 4 PAGE(S)

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. ALL BIDS/PROPOSALS ACCEPTED BY THE STATE ARE SUBJECT TO THE STATE'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS/PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

NOTICE OF BID/PROPOSALS PROTEST BONDING REQUIREMENT- ANY PERSON WHO FILES AN ACTION PROTESTING A DECISION OR INTENDED DECISION PERTAINING TO A SOLICITATION SHALL AT THE TIME OF FILING OF THE FORMAL PROTEST, POST WITH THE UNIVERSITY A BOND PAYABLE TO THE UNIVERSITY OF SOUTH FLORIDA IN AN AMOUNT EQUAL TO: 10 PERCENT OF THE ESTIMATED VALUE OF THE PROTESTOR'S BID OR PROPOSAL; 10 PERCENT OF THE ESTIMATED EXPENDITURE DURING THE CONTRACT TERM; \$10,000; OR WHICHEVER IS LESS. THE BOND SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS WHICH MAY BE ADJUDGED AGAINST THE CONTRACTOR FILING THE PROTEST ACTION. IN LIEU OF A BOND, THE UNIVERSITY MAY ACCEPT A CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF THE BOND. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, SHALL RESULT IN A DENIAL OF THE PROTEST.

DESCRIPTION/VENDORS	Xerox									
ITN COVER SIGNED	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO
ADDENDUM NO. 1 SIGNED	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO
ADDENDUM NO. 2 SIGNED	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO
EEO SIGNED	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO
W9 SIGNED	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO
MINORITY VENDOR ENTERPRISE RESPONSE (#44)	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO
PROPOSAL CONTENT	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO
# PROPOSAL COPIES	1 + 4 copies									
NO BID	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> NO
DISQUALIFIED (REASON/S)	Lots I & II									

OPENED BY: Mark Lillquist TABULATED BY: Lazara Stinette VERIFIED BY: \_\_\_\_\_

REMARKS: CIRCLED PRICE INDICATES INTENT TO AWARD.

**Lease Agreement between  
The University of South Florida  
And Xerox Corporation**

0125027-00+0125037-00

This Lease Agreement, which bears Xerox contract number \_\_\_\_\_, is entered by and between the University of South Florida Board of Trustees, a Florida public body corporate acting for the University of South Florida and its component campuses, colleges and departments ("University") and Xerox Corporation ("Xerox") and consists of (i) this document, (ii) the University's Invitation to Negotiate, #9-13-G for Copiers, Printers, and Multi-Functional Printers, and (iii) the Xerox proposal Lot 2. Should there be a conflict between the terms included in the various documents the order of precedence shall be this Agreement, followed by the University's ITN, and the Xerox response.

**Xerox's Clarifications to the University's ITN**

**Invitation to Negotiate**

**4(d) – Conditions and Packaging.** In order to meet the University's new equipment requirement, Xerox will provide either Newly Manufactured or Factory Produced New Model Equipment, both of which are currently manufactured by Xerox and defined as "new". None of the equipment provided will be remanufactured, reconditioned, recycled, refurbished, or used, although the equipment may contain some reconditioned components that meet newly manufactured standards. Regardless of the equipment type provided, the University will be the first user of all Newly Manufactured and Factory Produced New Model equipment.

**4(g) – Annual Appropriations.** Xerox acknowledges the University's right to cancel the Agreement at the end of any fiscal year if their governing body does not appropriate funds for the Agreement's continuation. In order to terminate under this provision, the University will be required to send Xerox written notice, within 30-days of its governing body's decision not to appropriate funds, stating that its governing body failed to appropriate funds. The notice must indicate that the decision to cancel the Agreement was not initiated by any individual involved in the Agreement's management or execution. The University will be required to return the Equipment to Xerox in good working condition, reasonable wear and tear excepted. The University will then be released from its obligation to make any further payments beyond those through the end of the last fiscal year for which funds had been appropriated.

**14 – Inspection, Acceptance, and Title.** Xerox can support the University's inspection and acceptance requirement by initially installing the equipment/software under a Trial arrangement. Otherwise the equipment will be deemed accepted on the equipment's Installation Date, which is the date Xerox determines the equipment/software to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the University's use. The Installation Date for equipment and software designated as "Customer Installable" will be the equipment/software delivery date. Any equipment that does not perform to its published specification will be repaired or replaced by Xerox at its expense, provided the equipment is covered by a Xerox warranty or maintenance plan. Any equipment that needs to be replaced will be replaced with an identical model, or at Xerox's option a unit with similar capabilities, with comparable usage. Also, the equipment's title will remain with Xerox unless the University exercises the end of lease equipment purchase option.

**21 – Assignment.** Xerox agrees that it will not sub-contract any of the on-site maintenance support services without the University's prior written consent. However, Xerox is hereby providing notice that it reserves the right to assign the Agreement to a subsidiary, or affiliate of Xerox, for the purposes of securitizing the equipment assets without prior notice or consent from the University. Although the assignee will have all of the Agreement rights, Xerox will continue to be responsible for the provision of maintenance services and all other contractual obligations, with all payments continuing to be made to Xerox. Any assignment of the maintenance services will require the University's prior written consent.

**26 – Default.** Xerox agrees that it will be responsible for any additional costs incurred by the University if Xerox fails to deliver the requested product(s) or service(s), providing the University notifies Xerox in writing of the performance failure and provides Xerox 30 days to correct the performance failure. If the performance shortfall isn't corrected to the contracted specification within the agreed upon timeframe Xerox will either issue a check or issue a credit invoice to offset any non-Monthly Minimum Charge.

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Pending correction of the failure, the University is expected to pay all undisputed amounts, including the Monthly Minimum Charge, which is not subject to dispute at any time.

***Section III – Special Conditions***

**22 – Right to Terminate.** Xerox acknowledges the University's right to terminate the Agreement due to Xerox's material breach or failure to provide the contracted Services. However, Xerox requires that it be provided 20 business days to correct the breach or performance failure after receiving the University notice describing the issue.

**23 – Cancellation.** Xerox agrees that the University can terminate the Master Agreement / contract and stop taking orders for any additional equipment after an initial 90 day contract term, with 30 days prior written notice. However, this cancellation provision does not pertain to any equipment that is already installed prior to the termination notice. In the event the Master Agreement is terminated, individual equipment sale or lease placements will continue until their scheduled expiration date, and continue to be governed by, and be subject to, the terms and conditions of the individual Sale or Lease Agreement, as if the Master Agreement were still in effect.

**25 – Availability of Funds.** Xerox acknowledges the University's right to cancel the Agreement at the end of any fiscal year if their governing body does not appropriate funds for the Agreement's continuation. In order to terminate under this provision, the University will be required to send Xerox written notice, within 30-days of its governing body's decision not to appropriate funds, stating that its governing body failed to appropriate funds. The notice must indicate that the decision to cancel the Agreement was not initiated by any individual involved in the Agreement's management or execution. The University will be required to return the Equipment to Xerox in good working condition, reasonable wear and tear excepted. The University will then be released from its obligation to make any further payments beyond those through the end of the last fiscal year for which funds had been appropriated.

**29 – Warranty.** Please note that Xerox's standard warranty is provided through its Customer Satisfaction Guarantee Program that begins following the equipment's installation and allows the University, at its request, to replace the equipment with an identical model or, at the option of Xerox with a machine with comparable features and capabilities. The Guarantee will be effective for three years following the equipment's installation for purchased equipment that has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox maintenance plan, and during the equipments entire equipment lease term. The Guarantee does not cover equipment damaged or destroyed due to an Act of God. If the situation arises where the equipment does not perform to its published specification and the University elects to exercise the Total Satisfaction Guarantee, Xerox will meet with the University's representative and arrange a mutually agreeable time for the equipment's exchange.

**40 – Indemnification.** Xerox will agree to this indemnity provision with the exception that it will not indemnify the University due to any negligent or willful act on the part of the University, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a Xerox officer, employee, or agent.

**46 – University's Right to Inspect, Test, and Terminate and 47 – Inspection and Testing of Materials.** Unless the Lease Agreement is preceded by a Trial order, the equipment will be deemed accepted on the equipment's Installation Date, which is the date Xerox determines the equipment/software to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the University's use. The Installation Date for equipment and software designated as "Customer Installable" will be the equipment/software delivery date.

**52 – Patents, Copyrights, Trademarks, Royalties, and other Intellectual Property.** Xerox agrees that it will indemnify the University from all copyright and patent information included in the Xerox-branded equipment/software. However, Xerox will not indemnify the University, its officers, employees, volunteers, and agents for any infringement caused by complying with the University's requirement to use, or the University's use of, the Xerox-branded/supplied equipment with equipment or software not provided by Xerox. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund

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And Xerox Corporation**

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the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to the University), or obtain any necessary licenses. Xerox will not indemnify the University, its officers, employees, volunteers, and agents from, nor pay any settlement or any ultimate judgment for claims by third parties for, infringement of any copyright or other intellectual property rights arising out of or related to Xerox's performance of Services using data or other materials supplied by the University, or pursuant to the University's direction.

**Additional Lease Terms**

**General Terms and Conditions**

1. **Products.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement, and the University's Lot II award.
2. **Total Satisfaction Guarantee ("Guarantee") – Combo**
  - A. "Non-SP Equipment" means any Equipment other than Xerox iGen, Continuous Feed, and/or Wide Format Equipment ("SP Equipment").
  - B. **Non-SP Equipment.** If you are not totally satisfied with any Non-SP Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with identical Non-SP Equipment or, at the option of Xerox, with Xerox equipment with comparable features and capabilities. The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox Maintenance Agreement. For "Previously Installed" Non-SP Equipment, the Non-SP Equipment Guarantee is effective for 1 year after installation. The Non-SP Equipment Guarantee is effective for 3 years after installation unless the Non-SP Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.
  - C. **SP Equipment.** If, during any 90 day period, the performance of SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at your request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Xerox equipment with comparable features and capabilities. The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire 3 years after installation unless the SP Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox under this Agreement or a Xerox Maintenance Agreement and (ii) operated at all times in accordance with the Expectations Document. The Non-SP Equipment Guarantee and SP Equipment Guarantee replace and supersede any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.
1. **Term.** The Agreement shall commence on the date it is accepted by both Parties. In the event either party elects to terminate the Agreement, each Individual Equipment Agreement as defined in the "Order Documents" Section below shall remain in full force and effect until the end of its scheduled term and shall at all times be governed by, and be subject to, the terms and conditions of the Agreement, as if the Agreement were still in effect.
2. **Product Replacement Guarantee.** Xerox will guarantee equipment availability for the Lot 1 and Lot 2 equipment throughout the contracted order-taking term. If a product is discontinued during the term of the Agreement, Xerox will replace the discontinued model with a model of equal or greater capabilities at the same contract price.
3. **Balance of Line Product Availability.** Xerox reserves the right to removed any balance of line products and Services that no longer become commercially available for order taking during the term

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The University of South Florida  
And Xerox Corporation**

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- of the Agreement. Products and Services may be added to the Agreement by the mutual consent of both parties.
4. **Agreement & Order Documents.**
- A) **Agreement Acceptance.** Xerox may accept the Agreement or any Individual Equipment Agreement by the party's signature or confirming purchase order referencing the Agreement.
  - B) **Equipment Order.** You can place individual Equipment/Software orders by issuing a Purchase Order or signing a Xerox Order Agreement. These documents are for order entry purposes only and detail the requested shipment date, installation site, order quantities, product description, contracted rates, bill-to address, and trade-in equipment, if applicable. Each "Order Document" shall constitute an Individual Equipment Agreement that references the Agreement contract number, and incorporates the Agreement terms and conditions, notwithstanding anything contained in the order document which is at variance with or additional to the Agreement and has not been agreed to by both parties.
  - C) **Electronic Orders.** Order Documents may be submitted via hard copy or by electronic means. Those submitted electronically by You shall be considered for all purposes to (i) be "in writing"; (ii) be "signed"; (iii) constitute an "original" when printed from electronic records established and maintained in the ordinary course of business; and (iv) be valid and enforceable.
5. **Trade-In Equipment.** The following terms apply only if an individual Equipment transaction includes Trade-in Equipment. You warrant that you have the right to transfer title to the equipment you are trading in ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You agree to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You agree to pay all accrued charges for the Trade-In Equipment up to and including payment of the final principal payment number, and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.
6. **Competitive Replacement Products.** If you are acquiring Xerox-brand Products to replace Product(s) identified as Competitive Replacement Equipment ("CRP") you agree to return the CRP Equipment to your lessor no later than 60 days following installation of the Xerox Product. Upon request, you will provide Xerox with documentation of such return.
7. **Equipment Delivery, Removal, and Relocation.** Equipment prices include standard delivery and removal charges. Non-standard delivery and Equipment relocation for Xerox owned equipment must be arranged (or approved in advance) by Xerox and will be at your expense. Examples of non-typical charges would include the cost associated with any equipment delivery or removal where additional time or resources are required to disassemble equipment due to lack of adequate access, or the movement of Equipment up stairways or through windows requiring stair creepers, or cranes.
8. **Equipment Installation Date.** The Equipment installation will be (a) the delivery date for customer installable Equipment; or (b) the installation date for Xerox installable Equipment, which is the date Xerox determines the equipment to be operating satisfactorily as demonstrated by the successful completion of diagnostic routines and is available for your use.
9. **Basic Services.** Except for Equipment identified as "No Svc.", Xerox will keep the Equipment in good working order ("Maintenance Services"). The service technicians assigned to provide Basic Services will have the expertise, skills, training, and professional education to perform the Basic Services in a professional manner
- A) **Basic Services.** Maintenance Services will be provided during Xerox's standard working hours, Monday through Friday, 8:00 AM to 5:00 PM, excluding Xerox recognized holidays. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations,

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relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals.

- B) **Repairs & Parts.** Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property.
- C) **Wide Format Print Heads, Exclusion.** Maintenance Services for Wide Format Printer Models 8265, 8290, 8365 and 8390 ("Wide Format Equipment") do not include the repair or replacement of the print head after the first anniversary of installation of the Wide Format Equipment, and any such repair or replacement will be at your expense. If the print head on Wide Format Equipment fails to function properly after the first anniversary of installation and you elect not to repair or replace it: (i) Xerox will not be obligated to provide Maintenance Services; and (ii) any Total Satisfaction Guarantee will not be applicable.
- D) **Extended Service Hours.** Extended Shift Coverage will be billed separately.
- E) **Installation Site.** You agree to give Xerox reasonable access to the Equipment and to provide Xerox adequate storage space for a reasonable quantity of replacement parts and supplies.
- F) **Cartridge Products.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.
- G) **Consumable Supplies included in Base/Print Charges.** The following applies if Xerox is providing consumable supplies as part of its maintenance offering. Consumable supplies for monochrome copier and multi-functional products will consist of black toner (excluding highlight color toner), black developer, cartridges, and, if applicable, fuser agent ("Consumable Supplies"). Consumable supplies for full color Equipment will also include color toner and developer. Consumable supplies for Phaser Products may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you agree to use them only with the Equipment for which "Consumable Supplies" is included. You agree to return used Cartridges to Xerox for remanufacturing if Consumable Supplies includes Cartridges that are furnished with pre-paid shipping labels. Upon expiration of the Agreement you agree to return to Xerox any unused Consumable Supplies that are furnished with pre-paid shipping labels and destroy all other unused Consumable Supplies. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide an inventory of Consumable Supplies in your possession.
- H) **Customer Education Training & Analyst Support.** End-user training and analyst support will be conducted at a mutually agreed time. Prices for subsequent training and analyst support will be provided upon request and will be separately billed at the agreed upon price.
- I) **Equipment Replacement.** Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term.
- J) **End of Service.** The End of Service Equipment ("EOS") date for a particular model of EOS Equipment is the date after which Xerox has no obligation to maintain that EOS Equipment model. Notwithstanding anything to the contrary set forth in the Exclusive Remedy provision,

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Xerox shall have no obligation to replace any EOS Equipment. An EOS Equipment List is available to you upon your request.

- K) **Base Software Support Only.** Xerox will not provide Maintenance Services for Equipment identified as "SW Supp Only"; Xerox will provide only Software Support for the Base Software associated with such Equipment.
10. **Meter Readings.** You agree to provide meter readings in the manner and frequency identified by Xerox. If you do not provide Xerox with meter readings as required, Xerox may reasonably estimate them and bill you accordingly. If meter readings have been estimated, Xerox after receiving the actual meter readings for the equipment shall make an appropriate adjustment on the subsequent invoice. You will receive one copy credit for each copy presented to Xerox that is unusable and also for each copy that was produced during the servicing of the Equipment. Copy credits will be reflected on the invoice as a reduction in the total copy volume.
11. **Remote Services.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.
12. **Warranty Disclaimer.** Xerox disclaims the implied warranties of non-infringement and fitness for a particular purpose.
13. **Limitation of Liability.** Except for personal injury (including death), property damage, and intellectual property damage, Xerox shall not be liable to you for any direct damages in excess of \$50,000 or the amounts paid Xerox during the initial term of the applicable Individual Equipment Agreement, whichever is greater. Neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the Agreement or any Individual Equipment Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it. Notwithstanding the foregoing, the limitations on Xerox's liability contained in this section shall not apply to claims proximately caused by the gross negligence or willful misconduct of Xerox.
14. **Payment & Credit.** Restrictive covenants on payment instruments will not reduce your obligations. You authorize Xerox, or its agent, to obtain credit reports from commercial credit reporting agencies.
15. **Default.** You will be in default if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days after the invoice date), or (2) if you fail to cure any "Other Breach" hereunder within fifteen (15) days after receiving notice of said breach. Prior to declaring a default due to a payment or other breach, Xerox will provide written or telephonic notice describing the specific breach and provide you an additional ten (10) days following such notice to cure the payment or other breach. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under the Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs.
16. **Amendments.** All changes to this Agreement must be in writing and signed by both parties.
17. **Notices.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice.
18. **Miscellaneous.**

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- A) **Law and Venue.** The Agreement will be governed by the laws of the State of Florida (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree(a) to the jurisdiction and venue of the federal and state courts in Florida, and (b) to waive their right to a jury trial.
- B) **Waiver.** If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy.
- C) **Agreement Copies.** Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it.
- D) **Automatic Dialing and Announcing Devices.** You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox.

**Lease Terms**

- 19. **Non-Cancelable Agreement.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUBJECT TO FLORIDA LAW. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.
- 20. **Title & Risk of Loss.** Title to the equipment will remain with Xerox until to elect the purchase option. Risk of loss to Equipment passes to you upon delivery. Unless you have exercised the purchase option for the Equipment, you agree that: (i) the equipment will remain personal property; (ii) you will not attach the equipment as a fixture to any real estate; (iii) you will not pledge, sub-lease, or part with possession of the equipment or file, or permit to be filed, any lien against the equipment; and, (iv) you will not make any permanent alterations to the equipment. The risk of loss due to your fault or negligence, as well as theft, fire, or disappearance, shall pass to you upon delivery. The risk of loss due to all other causes shall remain with Xerox unless and until you exercise the Equipment purchase option.
- 21. **Lease Commencement & Term.** The Term for each unit of Equipment will commence upon delivery of customer-installable Equipment or the installation of Xerox-installable Equipment, and will expire on the last day as included in the individual Lease Agreement. Unless either party provides notice of termination at least 30 days before the expiration of the initial Term, it will renew on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).
- 22. **Lease Price.** You can place additional Equipment orders at the quoted contract price during the entire Master Agreement term. However, accessory options must be included with the mainframe order to receive the contracted price. Prices for accessories / options ordered after the installation of the mainframe will be provided upon request.
- 23. **Price Structure and Billing.** The Minimum Lease Payment, along with any additional Print Charges covers the cost of (1) the use of the equipment, and may include a guaranteed number of copies (copy allowance); (2) the equipment's maintenance; and (3) consumable supplies. The Minimum Lease Payment will commence following Equipment installation and will be billed monthly. Charges for excess prints will be billed quarterly in arrears.
- 24. **Price Increases.** Unless you select the fixed price option, Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges, each such increase not to



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- exceed 10%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%. These adjustments will occur at the commencement of each annual contract cycle.
25. **End of Term Purchase Option.** Provide you are not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term).
26. **Default & Remedies.** If you default or breach an individual Lease Agreement, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid as allowed under Florida law; (b) the Minimum Lease Payments (less the Maintenance Services and Consumable Supplies components, as reflected on Xerox's records) remaining in the Term, discounted at 4% per annum; and (c) the applicable FMV or Purchase Option. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox. You agree to pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.
27. **Waivers.** The parties agree that this Agreement is: (i) a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and to the extent permitted by Florida law, you waive all rights and remedies conferred upon a lessee by Article 2A; and (ii) a lease for all federal, state or local income tax purposes and you shall not claim any credit or deduction for depreciation in respect of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.
28. **Fixed Purchase Option Tax Treatment.** Xerox has accepted this Agreement based on your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code ("Code"). You will comply with the information reporting requirements of Section 149(e) of the Code. Such compliance includes the execution of 8038-G or 8038-GC Information Returns. You appoint Xerox as your agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations hereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) the Code or the regulations hereunder, then, subject to the availability of funds and upon demand by Xerox, you will pay Xerox an amount equal to its loss in this regard. You shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

**Sale and Maintenance Terms**

29. **Title, Warranty, and Risk.** Title, warranty, and risk of loss to the Equipment passes to you upon delivery of customer-installable Equipment; or installation of Xerox-installable Equipment. Until you have paid for the Equipment in full: (i) it will remain personal property; (ii) you will not attach it as a fixture to any real estate; (iii) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and (iv) you will not make any permanent alterations to it. Warranty coverage for any product utilizing Cartridges is conditioned upon you using only unmodified cartridges purchased directly from Xerox or its authorized resellers.
30. **Purchase Price.** You can place additional Equipment orders at the quoted contract price for 12 months throughout the Master Agreement contract term.
31. **Cash Purchase.**
- A) **Payment.** Your payment under a Cash Purchase Agreement consists of the Net Price amount for the Equipment purchased.

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- B) **Default & Remedies.** If you default an individual Cash Purchase Agreement, Xerox, in addition to its other remedies, including the cessation of Basic Services, may require immediate payment of all amounts then due, plus interest on all amounts due until paid as allowed under Florida law.

**32. Installment Purchase.**

- A) **Non-cancelable Agreement.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUBJECT TO FLORIDA LAW. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.
- B) **Payment.** Your payment under an Installment Purchase Agreement shall consist of: (a) the Monthly Installment Sale Payment; (b) if applicable, a separate charge for the maintenance and consumable supplies, which may include a guaranteed number of impressions; and (c) an excess impression charge.
- C) **Prepayment of Installment Purchase Balance.** You may prepay the remaining principal balance on the installment purchase of Equipment, thereby eliminating future finance charges.
- D) **Default & Remedies** If you default or breach an individual Installment Purchase Agreement, Xerox, If you default, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due as allowed under Florida law; and (b) the remaining Installment Sale Payments in the Installment Purchase Individual Agreement term less any unearned finance charges (as reflected on Xerox's books and records); and. In Addition, if the Agreement includes maintenance, Xerox may require immediate payment as liquidated damages for loss of bargain and not as a penalty; (a) the lesser of the remaining Minimum Periodic Base Charge in the Agreement's term or six (6) such payments for one-year agreements and twelve (12) such payments for multi-year agreements).
- E) **Tax Treatment.** Xerox has accepted this Agreement based on your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code ("Code"). You will comply with the information reporting requirements of Section 149(e) of the Code. Such compliance includes the execution of 8038-G or 8038-GC Information Returns. You appoint Xerox as your agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations hereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) the Code or the regulations hereunder, then, subject to the availability of funds and upon demand by Xerox, you will pay Xerox an amount equal to its loss in this regard. You shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC

**33. Maintenance Terms**

- A) **Maintenance Commencement & Term.** The Term for Maintenance Services will begin following the equipments installation and expire as indicated in the individual Maintenance Agreement. Unless either party provides notice at least 30 days before the end of the initial Term of its intention not to renew Maintenance Services for a unit of Equipment, it will renew on the same terms and conditions and pricing on a month-by-month basis. Either party can terminate the Maintenance Agreement with 30-days prior written notice without penalty. ...
- B) **Price Structure and Billing.** The Minimum Maintenance Payment, along with the Excess Meter Charge covers the cost of (1) the equipment's maintenance, which may include a fixed number of guaranteed copies, and (2) standard consumable supplies. The Monthly Minimum Maintenance Charge will be billed monthly and Charges for excess prints will be billed quarterly in arrears.

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Unless you select the fixed price option, Xerox may annually increase the Minimum Payment and Print Charges, each such increase not to exceed 10%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%. These adjustments will occur at the commencement of each annual contract cycle.

- C) **Default & Remedies.** If you default or breach an individual Maintenance Agreement, Xerox, in addition to its other remedies, You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including the cessation of Maintenance Services), require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid as allowed under Florida law; and (b) the remaining Minimum Payments, not to exceed 6 such payments if this Agreement is for a one year Term, and twelve (12) such payments for a multi-year Term; and, (c) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. Termination Charges will not be assessed if you upgrade the Equipment to an alternative Xerox product or cancel an accessory.

**Software Terms**

34. **Software License.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees.
- A) "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (ii) activate Software delivered with the Equipment in an inactivated state; or (iii) allow others to engage in same.
- B) Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section).
- C) Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) you are notified of a default under this Agreement; or (iii) your license is terminated or expires.
- D) The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment.
- E) Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
- F) The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
35. **Software Support.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees.
- A) Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions.
- B) Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the

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- current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you.
- C) Xerox will not be required to provide Software Support if you have modified the Software.
- D) New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may be available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases." Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.
36. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.
37. **FreeFlow(R) License.** FREEFLOW<sup>®</sup> LICENSE. The following terms apply to Xerox FreeFlow Print Server<sup>™</sup>/DocuSP<sup>®</sup> software that is Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow<sup>®</sup> software (including, but not limited to, FreeFlow Makeready<sup>®</sup>, FreeFlow Process Manager<sup>™</sup>, FreeFlow Output Manager<sup>™</sup>, FreeFlow Web Services<sup>™</sup>, FreeFlow Document Library<sup>™</sup>, FreeFlow Prepress Suite<sup>®</sup>, Print Shop PDF Conversion Tool, FreeFlow Print Manager - Advanced Path Print, and Digipath<sup>®</sup> to FreeFlow Software Upgrade) ("FreeFlow Application Software") and will be additive to those found elsewhere in this Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software".
- A. FreeFlow Software may contain Java technology licensed from Sun Microsystems, Inc. ("Sun"). You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements through a separate agreement available at [www.java.net](http://www.java.net). Sun supports and thanks the global community of open source developers for its important contributions. Sun benefits from this community through the open standards-based technology from which many of Sun's products were developed. Please note that portions of FreeFlow Software may be provided with notices and licenses from open source developers and other third parties that govern the use of those portions. Any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses, however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all FreeFlow Software.
- B. FreeFlow Base Software may contain Intellifont Software licensed from Monotype Imaging, Inc. ("Monotype"). You acknowledge that title to the Intellifont Software remains at all times with Monotype and agree not to disclose the Intellifont Software to any third party without the prior written consent of Monotype and Xerox.
- C. FreeFlow Software may include and/or incorporate certain software provided by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110 ("Adobe").
1. Adobe, Adobe Configurable PostScript Interpreter, Adobe Normalizer, Adobe Postscript<sup>®</sup> and Adobe PDF Library (individually and collectively "Adobe Licensed Software") are either registered trademarks or trademarks of Adobe in the United States and/or other countries. Any use by you of trademarks permitted hereunder will be in accordance with accepted trademark practice, including identification of the trademark owner's name.
  2. Adobe is a third party beneficiary of this Agreement to the extent that this Agreement contains provisions which relate to your use of Adobe Licensed Software. Such provisions

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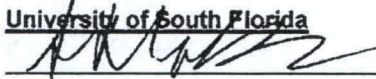
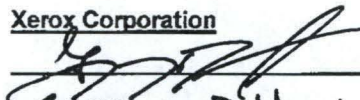
are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to Xerox.

3. You are granted the right to use (i) the digitally-encoded machine-readable outline data ("Font Programs") encoded in the special format and in the encrypted form ("Coded Font Programs") to produce weights, styles, and versions of letters, numerals, characters and symbols ("Typefaces") on the unit(s) of Equipment with which the Coded Font Programs were provided by Xerox, or if you install FreeFlow Application Software on a computer that you supply, then only on such computer; and (ii) the trademarks used by Xerox to identify the Coded Font Programs and Typefaces only to identify printed output produced by the Coded Font Programs.
  4. You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at [www.adobe.com/type/browser/legal/embeddingeula.html](http://www.adobe.com/type/browser/legal/embeddingeula.html), you may also embed copies of the Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.
  5. If you license FreeFlow Process Manager without also licensing the 100-User PDF Conversion or the Maximum-User PDF Conversion option, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes. If you have also licensed the 100-User PDF Conversion option, you may use FreeFlow Process Manager to convert files into the Adobe PDF format for a maximum of one hundred (100) users.
  6. If you license FreeFlow Web Services, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes.
- D. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by this Agreement; (c) use the embedded code within the FreeFlow Software outside of the equipment on which it was installed in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) publish the results of any benchmark tests of database software licensed from Oracle Corporation that is incorporated in FreeFlow Application Software; (f) use the FreeFlow Software for any purpose other than to carry out the purposes of this Agreement; or (g) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.
- E. Upon not less than forty-five (45) days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities. You agree to cooperate with the audit and provide reasonable assistance and access to information including, but not limited to, relevant records, agreements, workstations, servers, and technical personnel. If an audit reveals that you have underpaid fees in excess of five percent (5%), then you will pay Xerox's and/or its licensors' reasonable costs of conducting the audit.
- F. In the event FreeFlow Process Manager is subject to a lending or leasing arrangement entered into with a party other than Xerox ("Financing Arrangement"), then, for the shorter of ten (10) years from the date of such Financing Arrangement or the specified term thereof, the party that provides the Financing Arrangement will not be prevented from enforcing a valid security interest by the nontransferable nature of the license granted to you hereunder, provided that the rights acquired by such party will otherwise be restricted in accordance with the terms set forth in the Agreement governing Application Software.
- G. If you license FreeFlow Makeready Copyright Management ("FFCM"), the following terms apply:

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1. You will not disclose the results of any benchmark test of Microsoft SQL Server to any third party without Microsoft's prior written approval.
  2. If you use the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"), you will comply with any applicable terms and conditions contained on the CCC website, [www.copyright.com](http://www.copyright.com), and any other rights-holder terms governing use of materials, which are accessible in FFCM.
  3. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM.
  4. THE CCC SERVICE IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
  5. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.
- H. If you install FreeFlow Application Software on a computer that you supply, the following terms apply:
1. You may only install and use FreeFlow Process Manager on a computer having the ability to run a maximum of four processors.
  2. Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications ("Workstation").
  3. If you use FreeFlow Application Software with any hardware or software other than a Workstation, all representations and warranties accompanying such FreeFlow Application Software will be void and any support/maintenance you contract for in connection with such FreeFlow Application Software will be voidable and/or subject to additional charges.
  4. You are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications. Xerox reserves the right to charge its then-current time and materials rate for any time spent supporting a Workstation that does not meet Xerox's published specifications.

The Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. The parties, by their representatives signing below certify that their respective signatories are duly authorized to execute this Addendum.

<p><u>University of South Florida</u></p> <p>Signature: <u></u></p> <p>Name: <u>GEORGE COTTER</u></p> <p>Title: <u>ASSOCIATE DIR. - PURCHASING</u></p> <p>Date: <u>1/15/10</u></p>	<p><u>Xerox Corporation</u></p> <p><u></u></p> <p><u>GREGORY D. VOGL</u></p> <p><u>ACCOUNT GENERAL MANAGER</u></p> <p><u>3/15/2010</u></p>
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Approved as to  
Form and Legality  
C. Mailhays  
Attorney - USF

**SCHOOL BOARD OF MARION COUNTY, FL**  
**CONTRACTUAL AGREEMENT**  
for  
**Multifunction Copier Fleet**  
**Coterminous Agreement**

THIS AGREEMENT, made and entered into this 11th day of October, 2011 by and between the **SCHOOL BOARD OF MARION COUNTY**, a school district within the State of Florida, (hereinafter called the "School Board"), and **XEROX CORPORATION**, (F.E.I.D. #160468020) of 45 Glover Avenue, Norwalk, Connecticut, (hereinafter referred as "Contractor"), authorized to conduct business in the State of Florida, agree to as follows:

**1. TERM OF CONTRACT**

- a. The "Initial Term" of this Agreement will commence October 1, 2011. If needed, the contract will be extended beyond the contract expiration date. All prices shall be firm as stated for the term of this contract.
- b. Equipment acquired under the Refinancing or Rental Options will expire on June 30, 2014 regardless of the installation date.
- c. Equipment acquired under individual equipment agreements will expire based on the installation commitment included in the individual Equipment Lease Agreement/Order. In the event this Agreement expires, individual equipment lease placements will continue until their scheduled expiration date, and continue to be governed by the terms of this Agreement and those included in the individual equipment Lease Order.
- d. Renewal. Following the Initial Term, this Agreement ("Initial Term") will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate upon not less than a 30-day period.

**2. PRICING**

- a. This contract terms and pricing may be extended to other governmental agencies.

**3. ORDER DOCUMENTS**

- a. Contractor may accept this Agreement or any Order under the Agreement either by School Board's signature of a Contractor order document or by a School Board signed purchase order.
- b. School Board will issue documents that School Board or Contractor require for acquisitions under this Agreement, including purchase orders and  
September 20, 2011

Contractor's standard form "Order Document(s)" for order entry purposes only specifying School Board's requested shipment date, installation site, quantities, bill-to address and product description, including any Trade-in Equipment. Regardless of the form, the Order Documents must reference that Master Agreement contract number. Notwithstanding anything contained in any Order Document which is a variance with or additional to this Agreement, Order Documents will incorporate and be subject solely to the terms and conditions of this Agreement, except for standard Contractor agreement terms and conditions related to options selected by School Board.

- c. Upon acceptance by Contractor, the Order Document creates an individual Equipment Agreement for the Products identified under this Agreement.
- d. For initial orders, pricing for any order taken and converted 30 days after the Agreement effective date will be at the rates provided in Contractor's Request for Sealed Rely.
- e. For subsequent orders, Contractor will provide a separate monthly lease price beginning with any equipment that is ordered / converted on or after the 31<sup>st</sup> day of the Agreement's effective date.

#### 4. PAYMENT

- a. All payments are due within 30 days of the invoice date. Restrictive covenants on payment instruments will not reduce School Board's obligations.

#### 5. ASSIGNMENT OF CONTRACT AND/OR PAYMENT

- a. Contractor shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the School Board.
- b. Contractor routinely assigns its leases to a wholly owned subsidiary of Contractor. Such assignment will be transparent to the School Board. Although the assignee will have all of the Agreement rights, Contractor will continue to be responsible for the provision of maintenance services and all other contractual obligations, with all payments continuing to be made to Contractor. Any assignment of the maintenance services will require the School Board's prior written consent.

#### 6. AGREEMENT

- a. This contract will constitute the complete agreement between Contractor and the School Board for services as described and specifically incorporates the mutually agreed terms contained in the School Board's Request For Sealed Proposal, and this document.
- b. Notwithstanding the foregoing, Contractor agrees to the following:

September 20, 2011



- i. Contractor may accept the Agreement or any Order under the Agreement either by School Board's signature on a Contractor order document or by a School Board signed purchase order.
  - ii. School Board will issue documents that School Board or Contractor require for acquisitions under the Agreement, including purchase orders and Contractor's standard form "Order Document(s)" for order entry purposes only, specifying School Board's requested shipment date, installation site, quantities, bill-to address and product description, including any Trade-In Equipment. Regardless of the form, the Order Documents must reference the Master Agreement contract number. Notwithstanding anything contained in any Order Document which is at variance with or additional to this Agreement, Order Documents will incorporate and be subject solely to the terms and conditions of this Agreement, except for standard Contractor Agreement terms and conditions related to options selected by School Board.
  - iii. Upon acceptance by Contractor, the Order Document creates an Individual Equipment Agreement for the Products identified under this Agreement.
- c. Each party may retain a reproduction (e.g., electronic image, photocopy, and facsimile) of this Agreement and each order under the Agreement, which will be admissible in any action to enforce it.

## **7. CANCELLATION OF AWARD/TERMINATION/FUNDING OUT**

### **a. Termination for Cause:**

In the event any of the provisions of this Contract are violated by Contractor, the Superintendent or designee will give written notice to Contractor stating the deficiencies and unless the deficiencies are corrected within thirty (30) days, recommendation will be made to the School Board for immediate cancellation of the affected non-performing equipment or service. Subject to documented and continuing non-performance of equipment or service will be resolved by a "cure" process indicating deficiencies in equipment performance and service. Documentation for establishing corrective measures and validation for the required improvements shall be met within ten (10) days after initiating the cure process. Failure to provide improvements for reported system wide equipment and or service issues after the cure process will subject the contract to cancellation. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law.

Contractor will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination. Cancellation of the contract by Contractor may result in removal from the vendor list or the inability to do

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business with the School Board for a period of three years.

b. Termination for Convenience.

Florida School Laws (Section 1011.14, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

Such prior written notice will state:

That the lack of appropriated funds is the reason for termination, and Agreement not to replace the services being terminated with services similar to those covered in this contract from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."

The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "Funding Out."

The Contractor recognizes the School Board's right to terminate the Agreement for its convenience due to a change in its business needs. However, the Contractor offer is based on a firm equipment installation commitment as stated in the individual equipment order, and cannot be terminated except for fiscal year funds non-appropriation or uncured Contractor default.

In order to terminate the Agreement due to funding non-appropriation, Contractor requires that the School Board send Contractor written notice, within 30-days of its governing body's decision not to appropriate funds, stating that the School Board's governing body failed to appropriate funds. The notice must indicate that the decision to cancel the Agreement was not initiated by any individual involved in the Agreement's management or execution. In addition, the School Board will be required to return the Equipment to Contractor. The School Board will then be released from its obligation to make any further payments beyond those through the end of the last fiscal year for which funds have been appropriated.

In order to terminate the Agreement due to Contractor's performance failure, the School Board must notify the Contractor in writing of the specific performance failure and provide Contractor 30-calendar days to correct the performance shortfall. The School Board can terminate the Agreement or affected equipment placement without penalty if the performance failure is not corrected to the contracted specification within the 30-day period.

Cancellation for any other reason will result in a liquidated damages charge equal to the equipment's remaining principal balance, discounted at four

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percent (4%) per annum.

- c. **Total Satisfaction Guarantee.** "SP Equipment" means any iGen3, iGen4, and Contractor Continuous Feed Equipment. Except for SP Equipment identified as "Previously Installed", if, during any 90 day period, the performance of SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's School Board Expectations Document ("Expectations Document"), Contractor will, at School Board's request, replace the SP Equipment without charge with identical SP Equipment or, at Contractor's option, with Contractor equipment with comparable features and capabilities. The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire 3 years after the Installation Date, unless the SP Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of the subject Installment Purchase, Rental, or Lease Individual Equipment Agreement. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Contractor under a Contractor maintenance agreement, and (ii) operated at all times in accordance with the Expectations Document.

"Non-SP Equipment" means any Equipment other than SP Equipment. If School Board is not totally satisfied with any Non-SP Equipment delivered under an Individual Equipment Agreement under this Agreement, Contractor will, at School Board's request, replace it without charge with identical Non-SP Equipment or, at the option of Contractor, with Contractor equipment with comparable features and capabilities. The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Contractor under a Contractor maintenance agreement. For "Previously Installed" Non-SP Equipment, the Non-SP Equipment Guarantee is effective for one (1) year after the Installation Date. For all other Non-SP Equipment, the Non-SP Equipment Guarantee is effective for 3 years after the Installation Date, unless the Non-SP Equipment is being acquired under an Installment Purchase, Rental or Lease Individual Equipment Agreement with an initial Term of more than 3 years, in which event it will expire at the end of the initial Term of the subject Installment Purchase, Rental or Lease Individual Equipment Agreement. The SP Equipment Guarantee and Non-SP Equipment Guarantee replace and supersede any other guarantee from Contractor, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

#### **8. DEFAULT**

- a. In the event that Contractor should breach this contract, the School Board reserves the right to seek remedies in law and/or in equity.

#### **9. BREAK/FIX SUPPORT**

- a. Contractor's response time objective is to return all service call within one hour and to arrive on-site within 6 hours on average if the problem cannot be

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resolved over the phone. Calls can be placed toll free 24-hours per day, 7 days per week, and 365 days a year. During standard business hours (8 A.M. to 5 P.M., Monday through Friday), all service calls will be directed to Contractor's Service Welcome Center where service personnel will attempt to resolve the issue over the phone through on-line diagnostics. If the problem cannot be resolved over the phone, the representative will provide the caller with the technician's estimated time of arrival. The Service Technician will contact the caller on his way to the call to discuss the problem and determine if he has the appropriate parts, or if the estimated time of arrival will not be met, which is targeted to be within 6 business hours of the School Board's initial call. Evening, weekend, and holiday phone service is also available. On-site evening, weekend, and holiday service support can also be prearranged or may be available based on evening resource availability. The 24x7-call center and business hour technical support is included in Contractor's contract offering. The after hour, weekend, and holiday on-site technical support is available at Contractor's then current overtime rate.

- b. **Product Replacement Guarantee.** Contractor will guarantee equipment availability throughout the contracted order-taking term. If a product is discontinued during the Agreement term, Contractor will replace the discontinued model with a model of equal or greater capabilities at the same contract price.
- c. **Equipment Commencement & Installation Dates.** The Initial Term of an Order that includes Equipment will commence on the "Installation Date," which means: (a) for Equipment installed by Contractor, the date Contractor determines the Equipment to be operating satisfactorily and is available for School Board's use, as demonstrated by successful completion of diagnostic routines; and (b) for Equipment designated as "School Board Installable," the Equipment delivery date.
- d. **Delivery and Removal.** Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Contractor retains ownership, standard removal charges. Non-standard delivery or removal will be at the School Board's expense.
- e. **Relocation.** Until School Board has paid in full under a Purchase or Installment Purchase or while Equipment is subject to a Lease or Rental all Equipment relocations must be arranged, or approved in advance, by Contractor. The relocation will be at School Board's expense and while the Equipment is being relocated, School Board remains responsible to make all payment under the applicable Order.
- f. **Trade-In Equipment.** School Board warrants that School Board has the right to transfer title to the equipment School Board is trading in as part of an Order ("Trade-In Equipment"), and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Contractor). Title and risk of loss to the Trade-In Equipment will pass to Contractor when Contractor removes it from the School Board's premises. School Board will maintain the Trade-In Equipment at its present site and in

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substantially its present condition until removed by Contractor. School Board will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Contractor removes the Trade-In Equipment from School Board's premises.

- g. **Competitive Replacement.** If you are acquiring Contractor-brand Products to replace a Product identified as a Competitive Replacement Product ("CRP"), you agree to return the CRP Equipment to your lessor no later than 60 days following the installation of the Contractor Product. Upon request, you will provide Contractor with documentation of the Equipment's return.

## 10. MAINTENANCE

- a. **Basic Services.** Maintenance Services will be provided during Contractor's standard working hours, 8 A.M. to 5 P.M., Monday through Friday. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Contractor's published specifications; (c) use of options, accessories or products not serviced by Contractor; (d) non-Contractor alterations, relocation, service or supplies; or (e) failure to perform operator maintenance procedures identified in operator manuals.
- b. **Replacement Parts.** Replacement parts may be new, reprocessed or recovered and all replaced parts become Contractor's property.
- c. **School Board Training and Analyst Services.** Initial School Board Training and Analyst Services are included in the pricing.
- d. **Cartridges.** Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet Contractor's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point.
- e. **Consumable Supplies.** If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner and/or solid ink and color toner, and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Consumable Supplies are Contractor's property until used by School Board, and School Board will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, School Board will return the used item, at Contractor's expense, for remanufacturing. Shipping information is available at [Xerox.com/GWA](http://Xerox.com/GWA). Upon expiration of this Agreement, School Board will include any unused Consumable Supplies with the Equipment for return to Contractor at the time of removal. If School Board's use of Consumable Supplies exceeds Contractor's published yield by more than 10%, Contractor will notify School Board of such excess usage. If such excess usage does not cease within 30 days after such notice, Contractor may charge School Board for such excess usage. For the avoidance of doubt, Contractor's yields are based on prints, impressions, linear fleet, or copies containing the normal mix of test and graphics

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to determine the expected yield of Consumable Supplies under normal operating conditions. Upon request, School Board will provide current meter reads and/or an inventory of Consumable Supplies in its possession.

- f. **Meter Reads.** School Board will provide meter reads using the method and frequency identified by Contractor. If School Board does not provide a meter reading, Contractor may reasonably estimate the reading and bill School Board accordingly.
- g. **Replacement.** Contractor will, as School Board's exclusive remedy for Contractor's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Contractor's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the Equipment's initial Term.
- h. **End of Service.** Contractor has no obligation to maintain or replace Equipment beyond the End of Service for that particular model of Equipment. End of Service means the date announced by Contractor after which Contractor will no longer offer maintenance services for a particular Equipment model.

#### **11. REMOTE SERVICES**

- a. **Remote Services.** Certain models of Equipment are supported and serviced using data that is automatically collected by Contractor from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Contractor. The automatic data transmission capability will not allow Contractor to read, view, or download any School Board data, documents, or other information residing on or passing through the Equipment or School Board's information management systems.

#### **12. LEGAL REQUIREMENTS**

- a. It shall be the responsibility of Contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, Contractor is to adhere to School Board Policies, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of this contract at the sole discretion of the School Board. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility.
- b. Contractor, while doing business with the School Board, is prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection. The authorized corporate officer signing this Contract agrees that employee background investigations will be adhered to in

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accordance with Florida Statutes 1012.32.

13. FEDERAL AND STATE TAX

- a. The School Board is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by Contractor. Contractor, while doing business with the School Board, will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the School Board, nor will Contractor be authorized to use the School Board's Tax Exemption Number in securing such materials.

14. INSURANCE REQUIREMENTS

- a. Original Certificates of Insurance meeting the specific required provision specified within this contract shall be forwarded to the School Board of Marion County's Purchasing Department at 506 SE 3<sup>rd</sup> Ave, Ocala, FL 34471. Renewal certificates must be forwarded to the same department prior to the policy renewal date. Thirty days written notice must be provided to the School Board of Marion County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department. Contractor shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department, but in any respect, at least 30 days prior to the commencement of any term.
- b. Proof of the following insurance will be furnished by Contractor to the School Board of Marion County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School Board.

Workers' Compensation: Contractor must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits. Part One: "Statutory" Part Two: \$1,000,000 Each Accident; \$1,000,000 Disease-Policy Limit; 1,000,000 Disease- Each Employee

Commercial General Liability: Contractor shall procure and maintain, for the life of this contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this contract. It must be an occurrence form policy. THE SCHOOL BOARD OF MARION COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE AND AN ENDORSEMENT FOR ADDITIONAL INSURED PROVIDED FOR COMMERCIAL GENERAL LIABILITY INSURANCE.

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability: Contractor shall procure and maintain Automobile Insurance for the life of this contract. THE SCHOOL BOARD OF MARION COUNTY SHALL BE NAMED AS ADDITIONAL INSURED ON THE

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CERTIFICATE AND AN ENDORSEMENT FOR ADDITIONAL INSURED PROVIDED FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

The insurance agent must provide a copy of an endorsement indicating the School Board of Marion County is an additional insured.

Professional Liability: The Contractor shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded Contractor holds harmless the Marion County School Board and each officer, agent and employee of the Marion County School Board against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded Contractor or anyone employed by the awarded Contractor.

Please ensure the Certificate Holder is listed as:  
School Board of Marion County, Florida  
Purchasing Department  
506 SE 3<sup>rd</sup> Avenue  
Ocala, Florida 34471

#### 15. FUNDING

- a. School Board represents and warrants that all payments due and to become due during the School Board's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease / purchase of the Products, and it is the School Board's intent to use the Products for the entire lease term and to make all payments required under this Agreement or an Order. If (1) through no action initiated by School Board, School Board's governing body does not appropriate funds for the continuation of this Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement or the Order may be terminated. To effect this termination, School Board must, 30 days prior to the beginning of the fiscal year for which School Board's governing body does not appropriate funds for the upcoming fiscal year, notify Contractor that School Board's governing body failed to appropriate funds and that School Board has made the required effort to find an assignee. School Board agrees to release the Equipment to Contractor and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. School Board will then be released from any further payments obligations beyond those payments due for the current fiscal year.

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**16. WARRANTY DISCLAIMER & WAIVERS**

- a. CONTRACTOR DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

**17. LIMITATION OF LIABILITY**

- a. Except for personal injury (including death), property damage, or intellectual property indemnity indemnification obligations set forth in this Agreement, Contractor will not be liable to School Board for any direct damages relating to this Agreement or any Order written hereunder in excess of the sum of the amounts paid and to be paid during the Initial Term of the applicable Order. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement or any Order written hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

**18. FORCE MAJEURE**

- a. Contractor will not be liable to School Board during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Contractor will notify School Board if such a circumstance occurs.

**19. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

- a. Contractor indemnifies the School Board from any and all liability, loss or damage the School Board may suffer as a result of any claim, demand, cost, or judgment against it, related directly or indirectly to the performance of Contractor's obligations under the terms of this Contract. Said indemnity includes, but is not limited to, interest, court costs and attorney's fees incurred by the School Board as a result of any action brought against it, as well as all attorney's fees, court costs and any other costs incurred by the School Board in establishing the right to indemnification and collecting any judgment against Contractor. Contractor further agrees the School Board's right to indemnification will not be denied or restricted due to any act or omission on the part of the School Board. The School Board agrees to notify Contractor in writing within ten (10) days of receipt of any notice of any action against the School Board pertaining to this matter. Such notice will be by certified mail, return receipt requested, or by overnight courier. A notification will be deemed given on the date such notice is postmarked regardless of whether Contractor actually received said notification. Contractor further agrees in the event the court denies or reduces compensation to, or reimbursement of the School Board, Contractor will provide the School Board with the full amount of compensation or reimbursement requested in its statement of services.
- b. Intellectual Property Rights. Contractor agrees that it will indemnify the School Board from all copyright and patent information included in the Contractor-branded equipment/software. However, Contractor will not indemnify the School Board, its officers, employees, volunteers, and agents for any infringement

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caused by complying with the School Board's requirement to use, or the School Board's use of, the Contractor-branded/supplied equipment with equipment or software not provided by Contractor. To avoid infringement, Contractor may modify or substitute an equivalent Contractor-brand Product, refund the price paid for the Contractor-brand Product (less the reasonable rental value for the period it was available to the School Board), or obtain any necessary licenses.

#### **20. LIQUIDATED DAMAGES**

- a. Contractor agrees that it will be responsible for any additional costs incurred by the School Board if Contractor fails to deliver the requested product(s) or service(s), providing the School Board notify Contractor in writing of the performance failure and provides Contractor 30 days to correct the performance failure. If the performance shortfall is not corrected to the contracted specification within the agreed upon timeframe Contractor will either issue a check or issue a separate credit invoice to offset any non-Monthly Minimum Charge. Pending correction of the failure, the School Board is expected to pay all undisputed amounts, including the Monthly Minimum Charge, which is not subject to dispute at any time.

#### **21. EQUIPMENT DELIVERY AND REMOVAL**

- a. The Contractor offer includes all expenses associated with the equipment's freight, its shipment to and removal from the School Board's delivery dock, and its inside delivery/removal, excluding any unique delivery or removal expenses. The School Board will be responsible for any non-standard inside delivery or removal expenses, such as the additional time or resources required to disassemble the equipment due to the lack of adequate facility access or the movement of the equipment up/down stairways using stair creepers. If any excess rigging is required, Contractor will include the details and associated costs with the individual equipment proposal prior to performing the actual service. With every Contractor order, setup and training are included.

#### **22. BACKGROUND SCREENING REQUIREMENTS**

- a. The School Board is committed to the education and safety of its students and employees. To that end, Contractor will be required to assure that the personnel assigned to any project on School Board property, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education.

#### **23. FINGERPRINTING**

- a. Contractor agrees that as a condition of entering into this contract, pursuant to §1012.32 and §1012.465 Florida Statutes, any person entering school grounds or having direct contact with students on behalf of Contractor must meet Level 2 screening requirements as described in §1012.32, Florida Statutes. Screening will be at Contractor's expense and must be completed and credentials issued by the School Board prior to the screened individual having access to students or to the school grounds.

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**24. PRESS RELEASES AND PUBLICITY**

- a. Contractor shall make no announcements or news releases pertaining to its award of this contract; its representatives or agents without authorization from the Purchasing Department.

**25. LATE CHARGES AND DEFAULT**

- a. Late Charge. If a payment is not received by Contractor within 10-days after the due date (40 days after the invoice date), Contractor may charge, and School Board will pay, a late interest charge as allowed under Florida law.
- b. Default. School Board will be in default under an Order if Contractor does not receive any payment within 15 days after the date it is due (45-days after the invoice date) or School Board breaches any other obligation under this Agreement, any Order. School Board will pay all reasonable costs, including attorneys' fees, incurred by Contractor to enforce this Agreement or any Order.

**26. POSSESSION OF FIREARMS / DRUG FREE WORKPLACE**

- a. Possession of firearms will not be tolerated on School Board property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in the Cancellation/Termination section of this contract.
- b. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- c. No person who has a firearm in their vehicle may park their vehicle on School Board property. Furthermore, no person may possess or bring a firearm on School Board property.
- d. If any employee of Contractor or a sub-contractor is found to have brought a firearm on School Board property, said employee will be terminated from the School Board project by Contractor or by sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with Contractor for the School Board project shall be terminated. If Contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, then Contractor's agreement with the School Board shall be terminated.

**27. PUBLIC ENTITY CRIMES**

- a. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

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28. PUBLIC RECORDS LAW

- a. All contract documents or other materials submitted by Contractor will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

29. PERMITS AND LICENSES

- a. Contractor will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the School Board.

30. INTELLECTUAL PROPERTY RIGHTS

- a. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, and trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the contract prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School Board.

31. ENFORCEMENT

- a. All the terms and provisions of this Contract whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estate, successors and permitted assigns.

32. ATTORNEY'S FEES

- a. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Any legal action will be governed under the laws of the State of Florida and will be heard in a Florida court.

33. COUNTERPARTS

- a. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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**34. SURVIVAL OF COVENANT**

- a. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**35. REMEDIES**

- a. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**36. SEVERABILITY CLAUSE**

- a. Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

**37. NOTICES**

- a. Any notices provided for under this Contract shall be in writing and shall be sent by certified mail, addressed as follows:

If to Marion County School Board:

School Board of Marion County  
506 S.E. 3<sup>rd</sup> Avenue  
Ocala, FL 34471  
Attention: Purchasing Department

If to Contractor:

Xerox Corporation  
45 Glover Avenue  
Norwalk, CT 06856-4505

Xerox Authorized Agent:  
Precision Office Systems  
Robert DeMarco  
416 SW 13<sup>th</sup> Street  
Ocala, Florida 34471

**38. INCORPORATION OF PROPOSAL**

- a. This Agreement incorporates Contractor's June 1, 2011 Proposal responding to the Marion County School Board's Request for Sealed Bid for Multifunction Copier Fleet, Coterminous Agreement (#3359JL)

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39. AMENDMENTS

- a. No variation or modification of this Contract and no waiver of its provisions shall be valid unless done so in writing sent by certified mail to either party, and signed by an officer of Contractor and a duly authorized representative of the School Board of Marion County.

40. WAIVER

- a. Failure by the School Board of Marion County to insist on strict compliance with any terms of this Contract shall not result in a waiver or modification of said terms.

41. GOVERNING LAWS

The laws of the State of Florida shall govern this Contract.

42. DATA SECURITY

- a. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability, and use of data security features are solely School Board's responsibility. Upon request, Contractor will provide additional information to School Board regarding the security features available for particular Equipment models.

43. GENERAL TERMS

- a. "Products" means Contractor-brand equipment ("Equipment"), Software, Consumable Supplies and Maintenance Services ordered under this Agreement.
- b. This Agreement and the Lease, Sale, and Maintenance for School Board Owned Equipment sections can be used by other public organizations in the State of Florida; i.e., universities, counties, cities, and public schools.
- c. Equipment will be (a) "Newly Manufactured," which may contain some reconditioned components; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Contractor factory, adds functions and features to a product previously disassembled to a Contractor predetermined standard, and contains new and reconditioned components.
- d. Contractor will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School Board. All reports and other documents resulting from the ensuing contract will remain the sole property of the School Board.

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#### **44. SOFTWARE LICENSE**

- a. Contractor grants School Board a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Contractor-brand Equipment ("Base Software") only with the Contractor-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in an Order as "Application Software" only on any single unit of equipment for as long as School Board is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software".
- b. School Board has no other rights and may not: (i) copy, distribute, modify, create derivatives of, decompile, or reverse engineer Software; (ii) activate Software delivered with the Equipment in an inactivated state; or (iii) allow others to engage in same.
- c. Title to, and all intellectual property rights in, Software will reside solely with Contractor and/or its licensors, who will be considered third-party beneficiaries of this section.
- d. Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) School Board is notified of a default under the Agreement or Order; (ii) Contractor is denied access to reset periodically the code; or (iii) School Board's license is terminated or expires.
- e. The Base Software license will terminate; (i) upon the expiration of any Individual Equipment Agreement under which School Board has rented or leased the Equipment, unless School Board has exercised an option to purchase the Equipment; or (ii) if School Board no longer uses or possesses the Equipment.
- f. Neither Contractor nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
- g. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

#### **45. SOFTWARE SUPPORT**

- a. Contractor will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable Order and any renewal period but in no event longer than 5 years after Contractor stops taking School Board orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as School Board is current in the payment of all applicable software license and support fees.
- b. Contractor will maintain a web-based or toll-free hotline during Contractor's standard working hours to report Software problems and answer Software-related questions.
- c. Contractor, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its user documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (a) the current Release and (b) the

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previous Release for a period of 6 months after the current Release is made available to School Board. Contractor will not be required to provide Software Support if School Board has modified the Software.

- d. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Contractor may make available will be provided at no charge and must be implemented within 6 months for School Board owned equipment. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Contractor's then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement, unless otherwise noted. Implementation of a Release may require School Board to procure, at School Board's expense, additional hardware, and/or software from Contractor or another entity. Upon installation of a Release, School Board will return or destroy all prior Releases. School Board may annually increase the Annual Renewal and Support-Only Fees for Application Software for School Board owned equipment.

#### 46. DIAGNOSTIC SOFTWARE

- a. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Contractor. Title to Diagnostic Software will remain with Contractor or its licensors. Contractor does not grant School Board any right to use Diagnostic Software, and School Board will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). School Board will allow Contractor reasonable access to the Equipment to remove or disable Diagnostic Software if School Board is no longer receiving Maintenance Services from Contractor for School Board owned equipment, provided any on-site access to School Board's facility will be during School Board's normal business hours.

#### 47. REFINANCING OPTION

- a. Eligible Users. This pricing option is available only for School Board having an equipment placement under an existing lease agreement that has not reached its committed expiration date.
- b. Refinancing Term. Any equipment refinanced under this option will expire on either June 30, 2013, or June 30, 2014, as stated in the Individual Equipment Agreement.
- c. Initial Orders. Pricing for any order taken and converted 30 days after the Agreement effective date will be at the rates provided in Contractor's Request for Sealed Proposal Response.
- d. Subsequent Orders. Contractor will provide a separate monthly lease price beginning with the any equipment that is ordered / converted on or after the 31<sup>st</sup> day of the Agreement's effective date.
- e. Refinanced Amounts. The "Amount Refinanced" is included in the amount financed under a previous Contractor Lease Agreement with Contractor. Refinancing the prior Agreement's remaining equipment balance will render

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School Board's prior agreement null and void. If School Board breaches any of its obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

#### 48. RENTAL OPTION

- a. **Eligible Users.** This pricing option is available only for School Board having an equipment placement under an existing lease agreement that has not reached its committed expiration date.
- b. **Refinancing Term.** Any equipment refinanced under this option will have a common expiration date of either June 30, 2013, or June 30, 2014, as stated in the individual Equipment Agreement.
- c. **Pricing.** Pricing for any orders will be at the rates provided in Contractor's Request for Sealed Proposal Response, but re-priced based on the number of remaining months between the equipment's installation date and the June 30, 2013, or June 30, 2014 common expiration date.
- d. **Title and Risk of Loss.** Title to the Products remains with Contractor. Risk of loss or damage to the Products passes to School Board upon delivery. School Board will insure the Products against loss or damage and the policy will name Contractor as Loss Payee.
- e. **Fixed Pricing.** The prices set forth in the Rental Pricing Exhibit will not increase during the initial Term of the Rental Individual Equipment Agreement.
- f. **Renewal.** Rental Orders will renew automatically for successive terms of the same number of months as the initial Term, unless a written notice of cancellation is received from School Board prior to expiration of the equipment's then-current term.
- g. **Equipment Return.** Unless School Board has renewed or purchased the Equipment, School Board will make the Equipment and Base Software available for removal at the expiration of the Rental Order in the same condition as when delivered (reasonable wear and tear excepted).
- h. **Remedies.** If School Board defaults under the Agreement or any Order, Contractor may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at School Board's expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid as allowed under Florida law; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Contractor's books and records) remaining in the initial Term of the Equipment Order discounted at 4% per annum; and (c) the applicable Purchase Option. You will pay all reasonable costs, including attorneys' fees, incurred by Contractor to enforce this Agreement. If School Board notifies Contractor and makes the Equipment available for removal by Contractor in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default, upon recovery of the Equipment School Board will receive a credit for the fair market value of the Equipment (as determined by Contractor), less any costs incurred by Contractor.

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#### 49. LEASE OPTION

- a. **Eligible Users.** The Lease Option is available to all Florida government entities, universities, colleges, cities, counties and public school including Marion District.
- b. **Non-Cancelable Agreement.** LEASE ORDERS CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. SCHOOL BOARD'S OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF CONTRACTOR'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST CONTRACTOR MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST CONTRACTOR.
- c. **Title and Risk of Loss.** Title to the Equipment remains with Contractor until School Board exercises its Purchase Option. Risk of loss or damage to the Products passes to School Board upon delivery. School Board will insure Products against loss or damage. You agree that: (i) the equipment will remain personal property; (ii) you will not attach the equipment as a fixture to any real estate; (iii) you will not pledge, sub-lease, or part with possession of the equipment or file, or permit to be filed, any lien against the equipment; and, (iv) you will not make any permanent alterations to the equipment.
- d. **Lease Order Commencement and Term.** The Term for each unit of Equipment will commence upon delivery of School Board-installable Equipment, or the installation of Contractor-installable Equipment, and will expire on the last day of the final full calendar month of the contracted term of the Lease Agreement. Unless either party provides notice of termination at least 30 days before the expiration of the initial Term, it will renew on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Contractor. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).
- e. **Price Structure and Billing.** The Minimum Lease Payment, which may include a guaranteed number of copies (copy allowance), plus any additional Print Charges covers the cost of (1) the use of the equipment; (2) the equipment's maintenance; and (3) consumable supplies, if applicable. The Minimum Lease Payment will commence following Equipment installation and will be billed monthly. Charges for excess prints will be reconciled and billed monthly or quarterly, as applicable, in arrears.
- f. **Fixed Pricing.** The Minimum Payment will not increase during the Agreements initial Term. Thereafter, Contractor may annually increase Maintenance Component and the Print Charges under a Lease Individual Equipment Agreement.
- g. **FMV Purchase Option.** If not in default hereunder, School Board may purchase the Equipment, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term of a Lease Order for the equipment's then current fair market value.

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- h. **School Board Default & Contractor Remedies.** If School Board defaults under the Agreement or any Order, Contractor may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at School Board's expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid as allowed under Florida law; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Contractor's books and records) remaining in the initial Term of the Equipment Order discounted at 4% per annum; and (c) the applicable Purchase Option. You will pay all reasonable costs, including attorneys' fees, incurred by Contractor to enforce this Agreement. If School Board notifies Contractor and makes the Equipment available for removal by Contractor in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default, upon recovery of the Equipment School Board will receive a credit for the fair market value of the Equipment (as determined by Contractor), less any costs incurred by Contractor.
- i. **Finance Lease.** A MAJOR ACCOUNT LEASE INDIVIDUAL EQUIPMENT AGREEMENT IS A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED UNDER THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY FLORIDA LAW, SCHOOL BOARD WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

#### 50. PURCHASE AND MAINTENANCE OPTION

- a. **Eligible Users.** The Lease Option is available to all Florida government entities, i.e. universities, colleges, cities, counties and public school including Marion District.
- A. CASH PURCHASE.**
- a. **Title and Risk.** Title and risk of loss to Equipment will pass to School Board upon delivery and installation of the Equipment.
  - b. **Payment.** School Board's payment under a Cash Purchase Order shall consist of the Net Price amount for the Equipment purchased there under and all applicable Taxes.
  - c. **Remedies.** If School Board defaults under this Agreement or a Cash Purchase Agreement, Contractor, in addition to its other remedies (including the cessation of Basic Services if applicable), may require immediate payment of all amounts then due (including all applicable Taxes), plus interest on all amounts due from the due date until paid as allowed under Florida law.
- B. INSTALLMENT PURCHASE.**
- a. **Non-Cancelable Agreement.** INSTALLMENT PURCHASE ORDERS CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. SCHOOL BOARD'S OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-

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OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF CONTRACTOR'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST CONTRACTOR MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST CONTRACTOR.

- b. Title and Risk. Title and risk of loss to Equipment will pass to School Board upon delivery and installation of the Equipment.
- c. Payment. School Board's payment under an Installment Purchase Individual Equipment Agreement shall consist of the Installment Sale Payments, along with a separate maintenance charge for the provision of Basic Services and a Print Charges.
- d. Remedies. If School Board defaults under this Agreement or an Installment Purchase Individual Equipment Agreement, Contractor, in addition to its other remedies (including the cessation of Maintenance Services, if applicable), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (1) all amounts then due, plus interest on all amounts due from the due date until paid as allowed under Florida law; (2) the remaining Installment Sale Minimum Payments in the Installment Purchase Individual Equipment Agreement's term less any unearned finance charges (as reflected on Contractor's books and records), and (3) all applicable Taxes.

In addition, if an Installment Purchase includes maintenance, Contractor may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (1) the lesser of the remaining Minimum Periodic Base Payments in the Individual Equipment Agreement's term or six (6) such payments for one-year agreements (and twelve (12) such payments for multi-year agreements); and, (2) all applicable Taxes.

- e. Prepayment of Balance. School Board, at any time, may prepay the remaining principal balance on an Installment Purchase Individual Equipment Agreement, thereby eliminating the obligation to pay future finance charges.

## **52. MAINTENANCE TERMS FOR SCHOOL BOARD OWNED EQUIPMENT**

- A. Individual Agreement Term. Maintenance Individual Equipment Agreements will commence at the end of any warranty period and expire on the last day of the 12th, 24th, 36th, 48th, or 60th full calendar month as stated in the Individual Equipment Agreement.
- B. Maintenance Price Increase. Except for fixed prices as agreed to by the parties in a Maintenance Individual Equipment Agreement, Contractor may, annually increase the Periodic Base and Print Charges with thirty (30) days prior written notice, and such increases, including Consumable Supplies, if applicable, shall not exceed five percent (5%).
- C. Payment. Each Minimum Periodic Base Charge may include a Periodic Minimum Number of Prints ("Minimum Prints"). The Minimum Periodic Base Charge, along with any additional Print Charges for prints made in excess of the

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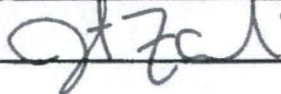
Minimum Prints and all applicable Taxes, cover School Board's cost for the Equipment's maintenance (provided as Basic Services) in a Maintenance Individual Equipment Agreement written hereunder. The Minimum Periodic Base Charge may be billed in advance and additional Print Charges are billed in arrears.

- D. Remedies. If School Board defaults under this Agreement or a Maintenance Individual Equipment Agreement, Contractor, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate as allowed under Florida law; (b) the lesser of (i) the remaining Minimum Periodic Base Charge in such Maintenance Individual Equipment Agreement's term or (ii) six (6) such payments for one year agreements or twelve (12) such payments for multi-year agreements; and, (c) all applicable Taxes.
  
- E. Renewal. Contractor will notify School Board at least 30 days prior to the expiration of the then-current term of each Maintenance Order and, unless notice of cancellation is received from School Board (or provided to School Board by Contractor) prior to expiration of the then-current term, the Maintenance Agreement will automatically renew for a term of the same number of months as the initial Term.

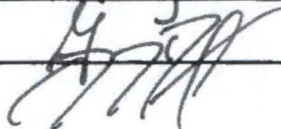
If School Board is required to make Minimum Periodic Base Charge payments pursuant to Section (b) of this Paragraph 4, Contractor shall be required to provide the maintenance services and Minimum Prints for the Minimum Periodic Base Charge payments made by School Board as if no default under this Agreement or a Maintenance Individual Equipment Agreement had occurred.

SCHOOL BOARD OF MARION COUNTY, FL

BY: Judith Zannetti, Board Chair

 Date OCT 11 2011

BY: GREGORY D. VOGL Corporate Officer, V.P or higher

 Date 9/26/2011

SCHOOL BOARD OF MARION COUNTY FLORIDA, "AN EQUAL OPPORTUNITY SCHOOL DISTRICT"  
 Request for Sealed Reply Shortlist Posted: June 8, 2011, revised August 2, 2011 to correct term date  
 Request for Sealed Reply #3359JL  
 Title: Multifunction Copier Fleet, Coterminous Agreement, Term: 10/1/2011 to 6/30/2014  
 Date & Time Due: Wednesday, June 1, 2011 @ 2:00 PM  
 Board Date: August 23, 2011

REQUEST FOR SEALED REPLY # 3359JL	Multifunction Copier Fleet, Coterminous Agreement						
Company	RANKING: EVALUATION SCORES (SHORTLIST)						
	Copytronics	Ikon	Konica Minolta	Laser Action Plus	OCE'	Toshiba	Xerox
Gross Score	179	189	164	160	100	151	251
Average Score	59.66	63.00	54.66	53.33	33.33	50.33	83.66
Ranking	<b>3rd</b>	<b>2nd</b>	NOT SHORTLISTED	NOT SHORTLISTED	NOT SHORTLISTED	NOT SHORTLISTED	<b>1st</b>