

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT
OGC - 06/11
Page 1 of 8

Agreement No.: BDT45

Financial Project I.D.: 2433761-A1-02

F.E.I.D. No.: F132677004011

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.: N/A

Procurement No.: RFP-DOT-11/12-5009-PDW
(required for contracts in excess of \$5 million)

D.M.S. Catalog Class No.: 991-153

BY THIS AGREEMENT, made and entered into this 29 day of Dec, 2011, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Canon Business Solutions, Inc. of 300 Commerce Square Boulevard, Burlington, New Jersey 08016 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with providing/maintaining a fully staffed equipped Quick Copy Center, walk-up convenience copiers in copy/fax rooms on the premises with full range services at DeLand District Office Complex, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

District Transportation Support Manager

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or December 31, 2016, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by December 31, 2016 or date of termination, whichever occurs first.

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.

B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3 - Travel, Department's Disbursement Operations Manual, 350-030-400.

E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. LIABILITY INSURANCE. (Select and complete as appropriate):

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 100,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 100,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in with this Agreement in the amount of \$ _____.

C. WORKERS' COMPENSATION. The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

D. PERFORMANCE AND PAYMENT BOND. (Select as appropriate):

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional certificate holder.

5. COMPLIANCE WITH LAWS

A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
- (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (a) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (b) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

- B. Select the appropriate box:

The following provision is not applicable to this Agreement:

The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned.

The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned.

The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Agreement.

A. The following attachments are incorporated and made a part of this agreement:

1. Exhibit "A" Scope of Services - pages A-1 to A-18
2. Exhibit "B" Method of Compensation - page B-1
3. Exhibit "C", Method of Compensation - page C-1
4. Exhibit "D", Department of Transportation Conduct Standards
5. Attachment "1", Network /Workstation "Windows 7 Environment Requirements


B. Other Provisions:

Terms and Conditions for this contract in case of conflict shall have the following order of precedence listed:

Exhibit "A" Scope of Services pages A-1 through A-18
Exhibit "B" Method Compensation page B-1
Standard Written Agreement
RFP-DOT-11/12-5009-PDW Special Conditions
Purchase Order Conditions and Instructions
Instructions to Respondents (PUR 1001)
RFP-DOT-11/12-5009-PDW Introduction Section

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Canon Business Solutions, Inc.
Name of Vendor

BY: 
Authorized Signature

Timothy G. Robinson
(Print/Type)

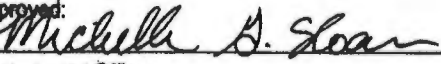
Title: Vice President, Business Operations

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 
Authorized Signature

Edward S. Hensel
(Print/Type)

Title: District Transportation Support Manager

Approved: 
Procurement Office

FOR DEPARTMENT USE ONLY


LEGAL REVIEW: 



EXHIBIT "A"
SCOPE OF SERVICES
FLORIDA DEPARTMENT OF TRANSPORTATION
DELAND DISTRICT OFFICE
QUICK COPY CENTER SERVICES

I. PURPOSE

It is the intent of The Department of Transportation, District Five, to Contract for Copying Services to include duplicating, reproduction, binding, engineering drawing copying and a full range of coping services for the Deland District Five Office Complex, located at 719 S. Woodland Blvd., Deland, Florida 32720.

Services shall be met by utilizing a combination of remote convenience copiers, located throughout the District Office Building, as well as an onsite, Vendor Staffed, Quick Copy Center to include use of off-site capabilities as proposed by the vendor. The successful Vendor shall supply, and manage all copier operations within the District Office Facility with their onsite employee staff.

II. SERVICES

The Vendor shall supply the following services throughout the term of this Agreement and any renewal thereof, as well as any incidental services that are necessarily implied in order to properly provide the stated services.

A. QUICK COPY CENTER

1. The Vendor shall manage all copier operations, including remote walk-up copiers within the District 5 Office Facility with the exception of the wide format copier which shall be operated, supplied and maintained by The Department.
2. The Vendor's Quick Copy Center Operations shall supply the following services:
 - a. Making copies or scans pursuant to individual copy, duplicating, or scan work order requests on paper or other materials supplied by the Department.
 - b. Binding or otherwise assembling copies.
 - c. Drilling as required.
 - d. Inserting jobs into binders.
 - e. Making and inserting cover sheets, tabs, and or other marked dividers.
 - f. Folding and inserting sheets, maps, displays as required.
 - g. Keeping operation neat and orderly based on a "clean as you work philosophy."

- h. Receiving copy requests, processing jobs, filling and maintaining copy requests and maintaining a history file of all jobs requested and completed.
 - i. Duplicating/burning CD's and DVD's.
 - j. Perform laminating Services
- 3. The Vendor shall provide other incidental services, including staples, toner, maintenance and training as more particularly described in the Scope of Services.
- 4. The Vendor shall be required to have sufficient staff in the Quick Copy Center Facility to complete or facilitate completion of all copy requirements and duplicating requests within the specific and reasonable customer requested turn-around times.
- 5. Vendor employees will prioritize copy work by the time it is needed and set it up in slots marked by production for completion:
 - Immediate-less than one hour duplication
 - Priority – 2 hour return
 - Standard – within same workday
 - 24 hour – within 24 hours
 - Negotiated – large productionIn the event of any conflict the vendor will coordinate with the Contract Manager for resolution.
- 6. Extraordinarily large, complex and labor-intensive copy requests may be negotiated for a period greater than the single business day turn-around. If the Vendor employee and the requestor cannot come to a time satisfactory to both parties, the Contract manager may assist in the negotiation. The intent of this negotiating provision is to avoid unreasonable burden on the successful vendor to meet extraordinary short notice demands.
- 7. Extended operational hours for the Quick Copy Center may be granted for any copy task requirements that cannot be met within the allowed operational period of 24 hours or the required customer availability time. Requests for operating hour extension must be approved by the Contract Manager or the District Facilities manager, prior to its application regardless of customer requirements.
- 8. The Vendor's employees in the Quick Copy Center shall correct jobs containing errors. Unless an exception is authorized by the Department Contract Manager, all jobs containing errors shall be completed immediately prior to starting next copy job.
- 9. The Vendor shall provide tracking of job requests and notification of customers when jobs are complete. Work orders and remotely directed jobs from District Field Offices shall be packaged and provided to the mail

room for overnight delivery as soon as the work orders have been completed.

10. The following Department Managers are the only Department Staff with authority to approve the use of Vendor overtime to meet Departmental deadlines:
 - a. Contract Manager
 - b. Facilities Manager
 - c. Administrative Services Manager
 - d. Director of Transportation Development
 - e. Director of Transportation Operations
 - f. District Secretary

These same managers may also authorize changes in relative job priorities to meet high priority District print support requirements. Overtime to support the Department's copy requirements, in these cases only, will be compensated at the Vendor's bid rate as specified in Exhibit C.

11. The Department shall not authorize the use of overtime to make up for Vendor management deficiencies or other situations within the Vendor's ability to manage, mitigate, repair, or prevent.
12. The Vendor shall, except as stated elsewhere in this contract, furnish/supply any specific equipment listed herein. The Vendor shall also supply all other equipment necessary to perform its obligations under the Agreement at Vendor's cost.
13. The Vendor Staff in Quick Copy Center shall accept copying, scanning and duplicating requests that are within the scope of this Agreement from any Department employee.
14. The Quick Copy Center Shall be staffed by the Vendor during the hours of 7:30 a.m. – 5:30 p.m., Monday through Friday, with the exception of State Holidays and declared Emergency Closures. Work shifts of two Vendor employees shall be arranged to provide continuous operational customer service during the entire operating day. A trained Vendor employee, familiar with Department operations, procedures and operation of on-site equipment shall be available to "fill in" during any Vendor employee absences. The Department reserves the right to change the hours of operation within 48 hours notification to the Vendor staff.
15. All copy and duplicating requests shall be submitted in writing on hard copy forms or electronic forms approved by the Department. The Vendor shall not accept oral copy requests. Upon completion of a request, the date of completion, quantity and type of service shall and be noted on the form and the Vendor's employee shall sign/initial the form to verify completion.
16. In the event that the Vendor is unable to complete all copy and duplicating requests within the required turnaround time, the Vendor will be permitted to use offsite facilities to complete requests. If the vendor elects to divert

production, while maintaining a fully operational, comprehensive, on-site production capability, and meeting all performance standards, then the off-site operational performance must be in keeping with all stated requirements of the Scope of Service. In the event that the off-site facilities are owned or operated by entities other than the Vendor, the Vendor shall be required to obtain permission in writing from the Contract Manager prior to using the off-site facilities. The routine use of off-site facilities shall not wholly substitute for adequate Vendor staffing, copying capability or equipment operational status at the on-site operations in the Quick Copy Center.

17. It is understood and agreed that the Vendor shall, at all times, have sufficient staff and appropriate equipment in the Quick Copy Center, as well as the Convenience Copier locations, to meet obligations as set forth in this Contract. Changes to staff and or equipment shall be made by the Vendor as necessary to meet operational requirements in both numbers of copies and types and number of machines supporting all operations.
18. All Vendor personnel shall adhere to the Department policies and procedures regarding discrimination, sexual harassment and violence in the workplace, as detailed in Exhibit "E". The Department reserves the right to request the Vendor replace any contract staff member that violates this standard.
19. The Vendor shall act as the sole manager of its operations at the District Office Complex. The Department's Contract Manager shall report a behavior or production problem to the Vendor's designated Contract Supervisor or Manager. The Vendor is fully responsible for immediately and appropriately correcting any and all such reported problems upon notification by the Departments Contract Manager.
20. The Vendor shall include the cost, within their bid, to provide binding equipment, a drill press (3 hole), folding machine and a cutter.
21. The Vendor shall include the cost, within their bid, for all folding, cutting, stapling, binding, padding, drilling, inserting, organizing, faxing, scanning and other activities incidental to or associated with the completion of copying and duplicating job requests
22. Any service such as drilling, folding, compiling, cutting, binding, not associated with a copy request but as an independent work order request shall be furnished by the Vendor as part of the overall services contained herein and shall not constitute a separate contract billable item.
23. The Vendor shall include the cost, within their bid, to provide a color copying machine, (or dual black/white – color) in the Quick Copy Center, with the capability of copying up to 11" x 17" paper. Color copier capability shall be 50 copies per minute.

24. The copying equipment in the Quick Copy Center should be capable of receiving copy requests from Department personal computers and should operate on The Departments network. Supporting software shall have print manager capability where priority job requests can be maneuvered by the Vendor staff. The software must be able to provide a finished copy product that meets customer requirements and on demand overrides of jobs in queue without interruption. The process will be supported with accompanying process software, compatible with and mountable on The Departments network, that will allow remote PC customers to fill out and submit their copy requests accompanying each remote, PC base job.
25. The Departments Network Environmental Requirements may be found in Attachment "2" of this package.
26. The following are the minimum requirements of the Quick Copy Center copy capabilities:
 - a. A minimum of 100 copies per minute for Black/White and 50 copies per minute for color. Machines shall be new equipment.
 - b. Must be capable of various combinations of side-to-side printing without manual assistance or interference by the equipment operator.
 - c. Automatic collating capability with minimum sorting of 20 copies.
 - d. Enlargement and Reduction Capability.
 - e. Capable of receiving and printing document requests directly from network customer PC's throughout the District.
 - f. Be capable of receiving and spooling multiple print requests during copy operations.
 - g. Be capable of receiving and spooling multiple print requests while other copy is in progress.
 - h. Be capable of providing scanning capability that can transmit images over the network to customer PC's for insertion of scanned item into working PC based documents.
 - i. Holding up to 5,000 sheets of 20-pound bond paper.
 - j. Capable of landscape as well as portrait print.
 - k. Provide automatic stapling and hole punch.
 - l. Provide automatic document feed/built in paper trays for 8 ½ "X 11", 8 ½" X 14" and 11" X 17" paper.
 - m. Ability to recognize users based on a unique user ID.
 - n. Equipment shall properly interface with the Departments operating system and meet all network operating requirements specified in Attachment "2".

B. CONVENIENCE COPIERS

In addition to the Quick Copy Center, the Vendor shall establish 12 convenience copiers in various locations within the District Office Building. One (1) shall be a color copier and eleven (11) shall be black/white copiers. All 11 black/white copiers should be of the same model. These copiers shall be in accordance with the following terms and conditions.

1. The vendor shall provide digital copy capability in the 12 locations where copiers are currently located in the District Office. The Department reserves the right to make changes, additions and deletions to these locations at no additional cost. It is understood that the unit prices per copy shall continue to remain the same.
2. In the event that user demand indicates the convenience copiers are not meeting the Departments needs, the Vendor shall be obligated to add machines and/or upgrade machines as necessary, at no additional charge.
3. All copy machines being utilized shall be new digital equipment. The Vendor shall be obligated to provide convenience copy capability with such features and performance characteristics as necessitated by the demand of the users in that location. The convenience copy capability should be:
 - a. Network addressable on the District's network and meet all network operating requirements specified in Attachment "2", for each location.
 - b. All stand-alone copiers will be required to interface on the Department's network. The Department shall furnish cable runs and connections.
 - c. Be fax capable.
 - d. Be capable of receiving and printing document requests directly from network customer PC's.
 - e. Be capable of receiving and spooling multiple print requests even when a copy is in progress.
 - f. Capable of providing print request status and completion notification to customer's PC upon print completion.
 - g. Have the capability of sorting/collating sets of copies.
 - h. Provide scanning capability that will transmit images over the network to a customer's PC and insert into a working PC base document.
 - i. Capable of holding 1,000 to 5,000 sheets of 8 ½" X 11", 20 pound bond paper.
 - j. Capable of 1:1, 1:2, 2:2 duplex type copying, 2:1 and 4:2 sided copying.
 - k. Provide automatic stapling
 - l. Provide automatic document feed/built in paper trays for 8 ½ X 11, 8 ½ X 14" and 11" X 17".
 - m. Equipment shall properly interface with the Departments operating system and meet all network operating requirements specified in Attachment "2".
 - n. Capable of 50 copies per minute for the (11) black/white copiers and 30 copies per minute for the (1) color copier. Machines shall be new equipment.
4. The Vendor's on site staff shall stock and maintain all copying supplies at each of the 12 convenience copier locations. This will include stocking paper, which shall be furnished by the Department, accessory supplies,

checking toner and providing any necessary maintenance. The Vendor's staff shall notify The Departments Contract Manager or the District Facility Manager regarding paper needs at all locations.

5. It is understood that the Contractor shall at all times have sufficient convenience copy capability to meet the demands of the specific work group areas and users of the convenience copiers.

C. Equipment and Supplies

In addition to copying machines, the Vendor shall furnish the following accessory supplies as a part of this Agreement and should include the costs within their bid.

- a. GBC Binder Combs (sized from 3/8" – 2")
- b. Paper Clips
- c. Rubber Bands
- d. ACCO Binder Clips

In support of this Agreement, The Department shall furnish the following:

- a. All print material to include, Paper, Card Stock, Transparencies etc.
- b. Laminating Equipment and Supplies
- c. CD's and CD copiers
- d. Network and network connections

All equipment and supplies furnished in this Agreement shall be used solely for the purpose of completing Department copying and duplicating requests. The Vendor shall not use Department facilities, equipment, supplies or the Vendor's equipment and supplies furnished as part of this Agreement, for any purpose other than performing its obligations under this Contract.

D. Maintenance and Repair

The Vendor shall perform repairs and routine maintenance on equipment as needed under this agreement according to the following terms and conditions:

1. The Vendor shall respond to all repair and routine maintenance requests within twenty-four (24) hours from notification by the Contract Manager to the Vendor's on-site staff.
2. All repairs and routine maintenance performed by the Vendor shall be diligently and expeditiously pursued and shall be properly completed within a reasonable time from notification. To the extent possible, all repairs shall be performed on-site.
3. In the event that Vendor on-site staff observes conditions that call for repair or routine maintenance, they shall perform the necessary work

when possible without the need for an official request from the Department.

4. In the event that repairs of any vendor furnished equipment is to take more than 24 business hours, vendor will provide comparable temporary replacement equipment.
5. In the event that a particular piece of equipment is subject to frequent/repeated breakdown or failure of performance, the Department may require Vendor to permanently replace the equipment, at no additional cost to the Department. The Vendor shall follow the requirements in Attachment "2" under Electronic Media Sanitization.

E. IMPLEMENTATION PLAN

Upon award of contract, and within 10 days of signing said contract, the vendor shall develop and present to the District Contract Manager a detailed implementation plan for the contract. The plan shall include all required elements addressed in this RFP. It shall contain specific dates, coordination and task responsibility assignment as well as vendor responsible technicians and representatives. The vendor shall designate a project manager who shall be responsible for implementing and coordinating all activities.

The Vendor shall provide initial site training at the time of installation of each copier and follow-on training for users as required. Training will be in sufficient detail to enable users to effectively operate all copier functions without difficulty. Develop and provide an on-line copy request and associated support forms.

**State of Florida
PUR 1000
General Contract Conditions**

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

~~**2. Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.~~

~~**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.~~

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. ~~The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.~~

~~For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.~~

~~Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.~~

~~Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**~~

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. ~~The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.~~

~~At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms—EDI 810, eXML, or web-based invoice entry within the ASN.~~

~~Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.~~

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

~~Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.~~

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

~~**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.~~

~~**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.~~

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

~~Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.~~

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

~~28. Advertising.~~ Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~31. Dispute Resolution.~~ Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

~~Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

~~**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.~~

~~**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.~~

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor.

No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

~~43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.~~

~~State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost effective and in the best interest of the State.~~

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

~~45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.~~

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE:

This exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in Exhibit "A", Scope of Services and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided will be initiated and completed as directed by the Project Manager.

There is no guarantee that any or all of the services described in Exhibit "A", of this Agreement will be assigned during the term of this Agreement. Further, the Vendor is providing these services on a non-exclusive basis. The DEPARTMENT may, at its option, elect to have any of the services set forth herein performed by other Vendors or DEPARTMENT staff.

All services under this Agreement will be completed within the term of this Agreement.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The Department will authorize services based on need and availability of budget. Currently there is no funding associated to this contract. Funding shall be encumbered for each Purchase Order issued. A Purchase Order will be issued by the Project Manager for any services required. No services will commence until a Purchase Order has been issued and funds have been encumbered.

3.0 COMPENSATION:

The Vendor, following the Scope of Services as set forth in Exhibit "A", will submit invoices based on the rates established in the Price Sheet, Exhibit "C".

The unit prices specified in Exhibit "C", Price Sheet shall remain in effect for the full term of the contract including any and all renewals, regardless of the volume of services performed. In no event will any escalation of unit prices be permitted, regardless of the reason for the escalation.

4.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (4 copies) in a format acceptable to the Department. For the satisfactory performance of the services detailed in the Purchase Order, payment shall be made at the contract billing rates in Exhibit "C", for services provided, as approved by the Department. The billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin. Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department.

Invoices shall be submitted to: Florida Department of Transportation
Facilities Management, M.S.#526
719 South Woodland Boulevard
DeLand, Florida 32720-6834

NOTE: Project Manager shall ensure the following is included on the Purchase Order, "In accordance with Contract Number BDT45.

5.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's Services set forth in Exhibit "A", Scope of Services are attached as Exhibit "C", Price Sheet.

6.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Section 273.02, F.S.

EXHIBIT "C"
PRICE SHEET
DELAND DISTRICT OFFICE COMPLEX – QUICK COPY CENTER SERVICES /
WALK-UP CONVENIENCE COPIERS

	DESCRIPTION OF WORK	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	Provide Impressions only on the following sizes of 20# bond paper: 8 ½" x 11", 8 ½" x 14", 11" x 17" in various colors	2,500,000	Each	\$.0346	\$85,546.23
	Provide color copying on 8 ½" x 11" 20# bond paper	370,000	Each	\$.0814	\$30,099.60
	Provide color copying on 11" x 14" 20# bond paper	15,000	Each	\$.0814	\$1,220.25
	Provide color copying on 11" x 17" 20# bond paper	25,000	Each	\$.0814	\$2,033.76
	Binder combs = 3/8"	350	Each	\$.0424	\$14.85
	Binder combs = 5/8"	360	Each	\$.0866	\$31.17
	Binder combs = 7/8"	125	Each	\$.1125	\$14.06
	Binder combs = 1/2 "	425	Each	\$.0547	\$23.24
	Binder combs = 1"	100	Each	\$.1301	\$13.01
	Binder combs = 1 1/8"	100	Each	\$.1590	\$15.90
	Binder combs = 1 1/2"	100	Each	\$.2141	\$21.41
	Binder combs = 2"	50	Each	\$.2532	\$12.66
	Overtime hourly charge in excess of 8 hours per operational day	No estimate given	Per Hour	\$25-\$35	
eCopy Sharescan Suite - \$91.15/month/device					
TOTAL PRICE PROPOSAL					\$ 120,046.14

The unit prices specified in the price proposal shall remain in effect for the total term of the contract to include any and all renewals, regardless of the volume of services performed. In no event will any escalation of unit prices be permitted.

No minimum or maximum volume of services is guaranteed either during any particular time frame or for the total time of the agreement.

Annual Estimated Quantities, listed above, are for bid purposes only. These numbers are actual rounded quantities used from August, 2010 - July, 2011.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PROPOSAL TABULATION

PROPOSAL NUMBER: RFP-DOT-11/12-5009-PDW

OPENING DATE: 11-8-2011 TIME: 10:00 AM

PROPOSAL TITLE: DELAND DISTRICT OFFICE
 COMPLEX - QUICK COPY CENTER SERVICES /
 WALK-UP CONVENIENCE COPIERS
 (PRICE)

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57 (3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

OPENED BY: DIANE WARNOCK
 WITNESSED BY: DAN DELLY

POSTING (TIME/DATE): FROM: November 8, 2011 @ 1:00 pm UNTIL: November 11, 2011 @ 1:00 pm PAGE 1 OF 1 PAGE(S)

OFFERORS	PRICE	ASSIGNMENT OF POINTS						TOTAL SCORE	Intended Award	
		Criteria 1 0-35 pts Project Management and Overall Approach	Criteria 2 0-30 pts Implementation Plan	Criteria 3 0-15pts Management Reports and Customer Services	Criteria 4 0-20 pts Equipment, Plan and Training	Criteria 5 0-20 pts Maintenance and Repair Program	Sub-Total			Criteria 6 0-30 pts Price
		AWARD								TECHNICAL COMMITTEE MEMBERS
Canon Business Solutions	120,046.14	30.00	26.67	12.00	14.33	16.33	99.33	30.00	129.33	XX
IKON Non-Responsive - Submitted Proposal Conditional Terms	N/A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CRITERIA	MAX. POINTS	DESCRIPTION						AWARD		
1	35	Project Management and Overall Approach						Award is made to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and other criteria.		
2	30	Implementation Plan								
3	15	Management Reports and Customer Services								
4	20	Equipment Plan and Training								
5	20	Maintenance and Repair Program								
6	30	Price								
TOTAL	150									

- Indicates apparent awarded vendor, but does not constitute an acceptance of any offer created by vendor's proposal. No binding contract will be deemed to exist until such time as a Purchase Order or written acceptance by the Department has been issued. If irregularities are subsequently discovered in the vendor's proposal or if the vendor fails to submit required Bonds and Insurance or otherwise fails to comply with the request for proposal requirements, the Department has the Right to Award to the vendor that is the second low, reject all proposals, or act in the best interest of the Department.
- Receipt of No Competitive Sealed Proposals JUSTIFICATION: _____

DAVE CLARK
 MIKE NOHR
 BILL BOON

Network / Workstation *Windows 7 Environment Requirements

- A. **Workstation Operating system:** Microsoft Windows 7 Enterprise – 32 or 64 Bit
- B. **Minimum Workstation hardware:**
 - 2 Ghz processor
 - 100 Gig hard drive minimum
- C. **Minimum Workstation memory:** 4 Gig of memory
- D. **Server Operating system:** Microsoft Windows Server 2008 R2 – 64 Bit
- E. **Minimum Server hardware:**
 - 2 Ghz processor
 - 200 Gig hard drive minimum
- F. **Minimum Server memory:** 4 Gig of memory
- G. **Printer Languages:**
 - PCL 5 and PCL6
 - Postscript3
- H. **Network hardware layer:** 100/1000 Mbps Half/Full duplex
- I. **Network protocol layer:** Internet protocol
- J. **Print Density:** 600 dpi x 600 dpi
- K. **Supported applications:**
 - Office 2007
 - Outlook 2007
 - Bentley Microstation v 111
 - Primavera P3 and Suretrak
- L. **Installed applications:** Sharescan ECOPY (most current version)
- M. **Raster scan file types supported:**
 - CALS
 - TIFF
 - PDF
 - Postscript
- N. **Special Requirements:**

CADD-solution must clearly plot a Microstation.dgn file with references, including Descartes.hmr
Compatibility with Windows 7 environment.
- O. **Connectivity:**

Standard Windows TCP/IP port with no additional software install required on print servers other than drivers. Devices must attach via TCP/IP without requiring a logon account.
- P. **Electronic Media Sanitization:**

FDOT requires confirmation in writing that all devices with magnetic media (such as Harddrives, Flash memory, or USB devices) were sanitized to DOD 5220.22-M requirements or at a minimum followed the manufacturer's instructions to erase all data stored in the media before it is released from the Department or site location. If the media is non-functioning it is to be degaussed and/or destroyed if it cannot remain in FDOT custody.

Warnock, Diane

From: Langridge, Howard
Sent: Monday, November 21, 2011 9:01 AM
To: Warnock, Diane
Subject: CONTRACT BDT45

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Contract #BDT45 Contract Type: B1 Method of Procurement: B
Vendor Name: CANON BUSINESS SOLUTIONS, INC
Vendor ID: VF132677004011
Beginning date of this Agmt: 01/01/12
Ending date of this Agmt: 12/31/16

Description:

DELAND DISTRICT OFFICE COMPLEX QUICK COPY CENTER SERVICES
/ WALK-UP CONVENIENCE COPIERS

No Funds have been Encumbered.

Contract #BDT45 has been assigned in FLAIR with Budgetary Ceiling requested.
Funds Approval(s) will be provided pursuant to the Method of Compensation
in the Contract/Agreement.

NO FUNDS ARE APPROVED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 11/21/2011



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.
SECRETARY**

December 29, 2011

Mr. Timothy G. Robinson
Canon Business Solutions, Inc.
300 Commerce Square Boulevard
Burlington, New Jersey 08016

Re: Deland District Office Complex – Quick Copy Center
Contract: BDT45
Fin. Project: 2433761-A1-02

Mr. Robinson,

The above referenced Contract has been executed effective, December 29, 2011.

This is your Authorization to proceed with the Deland District Office Complex – Quick Copy Center Services located at the F.D.O.T. Deland District Office Complex, 719 S. Woodland Blvd., Deland, Fl. 32720.

Contract dates for these services shall begin January 1, 2012 and end December 31, 2016.

Sincerely,

David M. Clark
District Facilities Manager
FDOT – District 5

cc: Finance
Facilities File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 1

Agreement No. BDT45
Financial Project I.D. 243376-1-A1-02
Vendor No. F132677004011
Procurement No. RFP-DOT-11/12-5009-PDW
DMS Catalog Class No. 991-153

Amendment # 1

This Agreement, made and entered into this 29 day of February, 2012
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
Canon Business Solutions, Inc.
300 Commerce Square Boulevard
Burlington, New Jersey 08016
duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

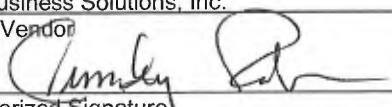
WHEREAS, the Department and the Vendor heretofore on December 29, 2011,
entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to
furnish certain services in connection with providing / maintaining a fully staffed, equipped Quick Copy Center, walk-up
convenience copiers in copy/fax rooms on the premises with full range services at DeLand District Office Complex; and


WHEREAS, the Department has determined it necessary to amend the agreement to modify Exhibit "C"

NOW, THEREFORE, this Agreement witnesseth the following amendment is made; To meet the security needs of the
Department, the vendor shall provide an ecopy sharescan workstation and the necessary embedded software to all the machines
provided. This will increase the cost of black & white copies to \$0.0351 per copy as shown in the attached Exhibit "C", page C-1.


Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
year set forth above.

Canon Business Solutions, Inc.
Name of Vendor
BY: 
Authorized Signature
Timothy G. Robinson
(Print/Type)
Title: Vice President, Business Operations

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BY: 
Alan E. Hyman, P.E.
(Print/Type)
Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: 
Contractual Services

LEGAL REVIEW: 



EXHIBIT "C"
PRICE SHEET
DELAND DISTRICT OFFICE COMPLEX – QUICK COPY CENTER SERVICES /
WALK-UP CONVENIENCE COPIERS

	DESCRIPTION OF WORK	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	Provide Impressions only on the following sizes of 20# bond paper: 8 ½" x 11", 8 ½" x 14", 11" x 17" in various colors	2,500,000	Each	\$.0346	\$85,546.23
	Provide color copying on 8 ½" x 11" 20# bond paper	370,000	Each	\$.0814	\$30,099.60
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	Provide color copying on 11" x 17" 20# bond paper	25,000	Each	\$.0814	\$2,033.76
	Binder combs = 3/8"	350	Each	\$.0424	\$14.85
	Binder combs = 5/8"	360	Each	\$.0866	\$31.17
	Binder combs = 7/8"	125	Each	\$.1125	\$14.06
	Binder combs = 1/2 "	425	Each	\$.0547	\$23.24
	Binder combs = 1"	100	Each	\$.1301	\$13.01
	Binder combs = 1 1/8"	100	Each	\$.1590	\$15.90
	Binder combs = 1 1/2"	100	Each	\$.2141	\$21.41
	Binder combs = 2"	50	Each	\$.2532	\$12.66
	Overtime hourly charge in excess of 8 hours per operational day	No estimate given	Per Hour	\$25-\$35	
eCopy Sharescan Suite - \$91.15/month/device					
TOTAL PRICE PROPOSAL					\$ 120,046.14

The unit prices specified in the price proposal shall remain in effect for the total term of the contract to include any and all renewals, regardless of the volume of services performed. In no event will any escalation of unit prices be permitted.

No minimum or maximum volume of services is guaranteed either during any particular time frame or for the total time of the agreement.

Annual Estimated Quantities, listed above, are for bid purposes only. These numbers are actual rounded quantities used from August, 2010 - July, 2011.

EXHIBIT "C"

**DELAND DISTRICT OFFICE COMPLEX – QUICK COPY CENTER SERVICES /
WALK-UP CONVENIENCE COPIERS**

DESCRIPTION OF WORK	UNIT	UNIT PRICE
Provide Black & White impressions only on the following sizes of 20# bond paper: 8 ½" x 11", 8 ½" x 14", 11" x 17"	Each	Adjusted price B&W Copies \$0.0351

All other unit prices specified in the original contract shall remain in effect for the entire contract term including any and all renewals, regardless of the volume of services performed. In no event will any escalation of unit prices be permitted.

No minimum or maximum volume of services is guaranteed either during any particular time frame or for the total time of the agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 2

Agreement No. BDT45
Financial Project I.D. 243376-1-A1-02
Vendor No. F132677004011
Procurement No. RFP-DOT-11/12-5009-PDW

Amendment # 2 DMS Catalog Class No. 991-153

This Agreement, made and entered into this 26 day of November, 2012
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
Canon Business Solutions, Inc.
300 Commerce Square Boulevard
Burlington, New Jersey 08016
duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

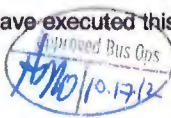
WHEREAS, the Department and the Vendor heretofore on December 29, 2011,
entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to
furnish certain services in connection with providing / maintaining a fully staffed, equipped Quick Copy Center, walk-up
convenience copiers in copy/fax rooms on the premises with full range services at DeLand District Office Complex; and

WHEREAS, the Department has determined it necessary to amend the agreement to replace the entire Exhibit "B", Method of
Compensation

NOW, THEREFORE, this Agreement witnesseth the following amendment is made; The contract "Exhibit "B", is hereby
replaced in its entirety with the attached Exhibit "B", pages B-1 through B-2 attached hereto and made a part hereof.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
year set forth above.



Canon Business Solutions, Inc.
Name of Vendor

BY: [Signature]
Authorized Signature

Timothy Robinson
(Print/Type)

Title: Vice President - Business Operations

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]

Lorie Matthews.
(Print/Type)

Title: District Transportation Support Manager

FOR DEPARTMENT USE ONLY

APPROVED: [Signature]
Contractual Services

LEGAL REVIEW: [Signature]

EXHIBIT "B"
METHOD OF COMPENSATION
RFP-DOT-11/12-5009-PDW
Financial Project No.: 2433761A1-02

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager.

3.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Limiting Amount of \$ 631,709.94. It is agreed that this amount will be the limit of all compensation due the vendor for performance of the services described in Exhibit "A".

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The Department, based on need and availability of budget, may increase or decrease the Maximum Limiting Amount by Amendment. Execution of this Agreement does not guarantee that any of the work will be authorized. The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

The total amount of this agreement is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature. The Department will provide a written "Letter of Authorization" when funding for subsequent fiscal years is available for this project.

The Maximum Amount shall be made up of:
\$ 96,000.00 from Fiscal Year 2012/2013
\$ 153,059.98 from Fiscal Year 2013/2014
\$ 153,059.98 from Fiscal Year 2014/2015
\$ 153,059.98 from Fiscal Year 2015/2016
\$ 76,530.00 from Fiscal Year 2016/2017

Currently, \$ 96,000.00 of the total amount has been approved and encumbered for this contract. The Project Manager shall not require services in excess of this amount until such time additional funds have been encumbered.

5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (**4 copies**) in a format acceptable to the Department. For the satisfactory performance of the services, payment shall be made at the contract unit rates in Table #1, for services provided, as approved by the Department. The contract unit rate shall include the costs of salaries, overhead, fringe benefits and operating margin. Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department.

Invoices shall be submitted to: Florida Department of Transportation

Florida Department of Transportation
District Facilities Manager, M.S.#526
719 South Woodland Boulevard
DeLand, Florida 32720-6834

6.0 **DETAILS OF UNIT RATES:**

Details of unit rates for the performance of the Vendor's services set forth in Exhibit "A", are contained in Table #1, attached hereto and made a part hereof.

7.0 **TANGIBLE PERSONAL PROPERTY:**

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

TABLE #1		
DESCRIPTION OF WORK	UNIT	UNIT PRICE
Provide Black & White impressions only on the following sizes of 20# bond paper: 8 ½" x 11", 8 ½" x 14", 11" x 17"	Each	\$.0351
Provide Impressions only on the following sizes of 20# bond paper: 8 ½" x 11", 8 ½" x 14", 11" x 17" in various colors	Each	\$.0346
Provide color copying on 8 ½" x 11" 20# bond paper	Each	\$.0814
Provide color copying on 11" x 14" 20# bond paper	Each	\$.0814
Provide color copying on 11" x 17" 20# bond paper	Each	\$.0814
Binder combs = 3/8"	Each	\$.0424
Binder combs = 5/8"	Each	\$.0866
Binder combs = 7/8"	Each	\$.1125
Binder combs = 1/2 "	Each	\$.0547
Binder combs = 1"	Each	\$.1301
Binder combs = 1 1/8"	Each	\$.1590
Binder combs = 1 1/2"	Each	\$.2141
Binder combs = 2"	Each	\$.2532
Overtime hourly charge in excess of 8 hours per operational day	Per Hour	\$.25-\$35
eCopy Sharescan Suite	Month / Device	\$91.15

Quantity	Item Code	Item Description	Price
1	2046V012	DELL PERFORMANCE WORKSTATION 4458373	
1	2046V018	DELL PERFORMANCE WORKSTATION FIVE (5) YEAR WARRANTY UPGRADE 4537884	
1	0849V365	DELL HARD DRIVE 500GB SATA FOR WORKSTATIONS	
2	0962V280	DELL MEMORY UPGRADE 2GB FOR WORKSTATIONS	
1	0549V741	DELL 19" FLAT PANEL	
1	0549V747	Norton Anti-Virus 1 User License for Workstations	
14	6315AA13	ECOPY SHARESCAN V5 OFFICE EMBEDDED, 4 YRS MAINTENANCE AND SUPPORT	
14	3723B002	UTILITY TRAY-A2	
14	1261V589	ULTRASLIM KEYBOARD	
5	1926V444	ECOPY SHARESCAN OFFICE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST	
Total Monthly Cost			\$ 1,218.85
Increase in BW CPC			\$ 0.0005
Orginal BW CPC			\$ 0.0346
Adjusted BW CPC			\$ 0.0351

Notes:

This solution provides embedded ecopy software, keyboard and utility tray at each MFD. It also provides a workstation to run the ecopy administartion program and house the scanned images for retrieval. This does not include new desktop software of any kind.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PROPOSAL TABULATION

PROPOSAL NUMBER: RFP-DOT-11/12-5009-PDW
 PROPOSAL TITLE: DELAND DISTRICT OFFICE
COMPLEX - QUICK COPY CENTER SERVICES /
WALK-UP CONVENIENCE COPIERS
 (PRICE)

OPENING DATE: 11-8-2011 TIME: 10:00 AM
 OPENED BY: DIANE WARNOCK
 WITNESSED BY: DAN DEILY

POSTING (TIME/DATE): FROM: November 8, 2011 @ 1:00 pm UNTIL: November 11, 2011 @ 1:00 pm PAGE 1 OF 1 PAGE(S)

OFFERORS	PRICE	ASSIGNMENT OF POINTS						TOTAL SCORE	X Intended Award	
		Criteria 1 0-35 pts Project Management and Overall Approach	Criteria 2 0-30 pts Implementation Plan	Criteria 3 0-15pts Management Reports and Customer Services	Criteria 4 0-20 pts Equipment Plan and Training	Criteria 5 0-20 pts Maintenance and Repair Program	Criteria 6 0-30 pts Price			
Canon Business Solutions	120,046.14	30.00	26.67	12.00	14.33	16.33	30.00	129.33	XX	
IKON Non-Responsive - Submitted Proposal Conditional Terms	N/A	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
CRITERIA	MAX. POINTS	DESCRIPTION						AWARD		
1	35	Project Management and Overall Approach						AWARD Award is made to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and other criteria.		
2	30	Implementation Plan								
3	15	Management Reports and Customer Services								
4	20	Equipment Plan and Training								
5	20	Maintenance and Repair Program								
6	30	Price								
TOTAL	150							TECHNICAL COMMITTEE MEMBERS <u>DAVE CLARK</u> <u>MIKE NOHR</u> <u>BILL BOON</u>		

X Indicates apparent awarded vendor, but does not constitute an acceptance of any offer created by vendor's proposal. No binding contract will be deemed to exist until such time as a Purchase Order or written acceptance by the Department has been issued. If irregularities are subsequently discovered in the vendor's proposal or if the vendor fails to submit required Bonds and Insurance or otherwise fails to comply with the request for proposal requirements, the Department has the Right to Award to the vendor that is the second low, reject all proposals, or act in the best interest of the Department.

Receipt of No Competitive Sealed Proposals JUSTIFICATION: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STANDARD WRITTEN AGREEMENT
MODIFICATION # 1**

Agreement No. BDT45
Financial Project I.D. 243376-1-A1-02
Vendor No. F132677004011
Procurement No. RFP-DOT-11/12-5009-PDW
DMS Catalog Class No. 991-153

Amendment # 1

This Agreement, made and entered into this 29 day of February, 2012
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
Canon Business Solutions, Inc.
300 Commerce Square Boulevard
Burlington, New Jersey 08016
duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

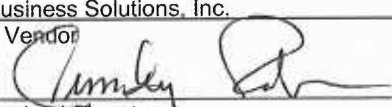
WHEREAS, the Department and the Vendor heretofore on December 29, 2011,
entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to
furnish certain services in connection with providing / maintaining a fully staffed, equipped Quick Copy Center, walk-up
convenience copiers in copy/fax rooms on the premises with full range services at DeLand District Office Complex; and


WHEREAS, the Department has determined it necessary to amend the agreement to modify Exhibit "C"

NOW, THEREFORE, this Agreement witnesseth the following amendment is made; To meet the security needs of the
Department, the vendor shall provide an ecopy sharescan workstation and the necessary embedded software to all the machines
provided. This will increase the cost of black & white copies to \$0.0351 per copy as shown in the attached Exhibit "C", page C-1.

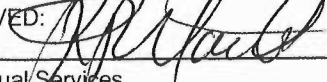
Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
year set forth above.

Canon Business Solutions, Inc.
Name of Vendor
BY: 
Authorized Signature
Timothy G. Robinson
(Print/Type)
Title: Vice President, Business Operations

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BY: 
Alan E. Hyman, P.E.
(Print/Type)
Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: 
Contractual Services

LEGAL REVIEW: 



EXHIBIT "C"
PRICE SHEET
DELAND DISTRICT OFFICE COMPLEX – QUICK COPY CENTER SERVICES /
WALK-UP CONVENIENCE COPIERS

	DESCRIPTION OF WORK	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	Provide Impressions only on the following sizes of 20# bond paper: 8 ½" x 11", 8 ½" x 14", 11" x 17" in various colors	2,500,000	Each	\$.0346	\$85,546.23
	Provide color copying on 8 ½" x 11" 20# bond paper	370,000	Each	\$.0814	\$30,099.60
	Provide color copying on 11" x 14" 20# bond paper	15,000	Each	\$.0814	\$1,220.25
	Provide color copying on 11" x 17" 20# bond paper	25,000	Each	\$.0814	\$2,033.76
	Binder combs = 3/8"	350	Each	\$.0424	\$14.85
	Binder combs = 5/8"	360	Each	\$.0866	\$31.17
	Binder combs = 7/8"	125	Each	\$.1125	\$14.06
	Binder combs = 1/2 "	425	Each	\$.0547	\$23.24
	Binder combs = 1"	100	Each	\$.1301	\$13.01
	Binder combs = 1 1/8"	100	Each	\$.1590	\$15.90
	Binder combs = 1 1/2"	100	Each	\$.2141	\$21.41
	Binder combs = 2"	50	Each	\$.2532	\$12.66
	Overtime hourly charge in excess of 8 hours per operational day	No estimate given	Per Hour	\$25-\$35	
eCopy Sharescan Suite - \$91.15/month/device					
TOTAL PRICE PROPOSAL					\$ 120,046.14

The unit prices specified in the price proposal shall remain in effect for the total term of the contract to include any and all renewals, regardless of the volume of services performed. In no event will any escalation of unit prices be permitted.

No minimum or maximum volume of services is guaranteed either during any particular time frame or for the total time of the agreement.

Annual Estimated Quantities, listed above, are for bid purposes only. These numbers are actual rounded quantities used from August, 2010 - July, 2011.

EXHIBIT "C"

**DELAND DISTRICT OFFICE COMPLEX – QUICK COPY CENTER SERVICES /
WALK-UP CONVENIENCE COPIERS**

DESCRIPTION OF WORK	UNIT	UNIT PRICE
Provide Black & White impressions only on the following sizes of 20# bond paper: 8 ½" x 11", 8 ½" x 14", 11" x 17"	Each	Adjusted price B&W Copies \$0.0351

All other unit prices specified in the original contract shall remain in effect for the entire contract term including any and all renewals, regardless of the volume of services performed. In no event will any escalation of unit prices be permitted.

No minimum or maximum volume of services is guaranteed either during any particular time frame or for the total time of the agreement.