

Meeting of the  
EDISON STATE COLLEGE DISTRICT BOARD OF TRUSTEES  
October 22, 2013

AGENDA ITEM: 5

**Approval of Contract for Unified Print Services**

**RECOMMENDATION:**

**The Administration recommends District Board of Trustees approval to enter into a Contract with Dex Imaging, Inc. to provide Unified Print Services**

**STAFF ANALYSIS:**

After a competitive solicitation process through an Invitation to Negotiate, the College successfully negotiated a proposed contract with the successful vendor. The proposed six year contract provides for managed print services (copiers and printers) college-wide with an anticipated savings to the college in administrative printing costs of \$300,000 over the term of the agreement.

The Administration recommends approval of the contract and authorizes the President or his designee to execute all contracts and agreements necessary to carry out this approval.

FISCAL IMPACT      \_\_\_\_\_ Yes        X   No      \_\_\_\_\_ N/A

Funding Source: \_\_\_\_\_

Amount: \$ \_\_\_\_\_


Will this action result in a Budget Amendment?      \_\_\_\_\_ Yes        X   No

If yes, indicate the dollar amount: \$ \_\_\_\_\_

Attachment

REQUESTED BY:   
Vice President, Administrative Services

FUNDING VERIFIED AND APPROVED BY:   
Vice President, Administrative Services

APPROVED FOR AGENDA BY:   
President

## EDISON STATE COLLEGE

### AGREEMENT FOR UNIFIED PRINT SERVICES

This agreement (hereinafter referred to as the "Agreement" or "Contract") is dated this 18 day of September, 2013, and is made between The District Board of Trustees of Edison State College, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "College") and DEX Imaging, Inc., located at 9220 Brookwood Court, Bonita Springs, FL 34135, (Hereinafter referred to as "the Firm" or "Firm"), (Hereinafter collectively referred to as the "Parties");

**WHEREAS**, Edison State College issued an Invitation to Negotiate (hereinafter referred to as the "ITN") and Firm was selected by the Evaluation Committee to participate in negotiations, and;

**WHEREAS**, the Negotiation Team then met with the selected firms and the Firm provided its best and final offer which was, in the opinion of the Evaluation Committee, most advantageous to the College, and;

**WHEREAS**, Edison State College and Firm seek to engage in an Agreement whereby Firm provides Unified Print Services (hereinafter referred to as the "Services" or "Project") for the College, and;

**WHEREAS**, Edison State College and Firm have caused to be made a part hereto, the following documents ("Contract Documents"), which shall take precedence in the order listed:

- This Contract document and all of the documents and exhibits attached or referred to herein;
- Edison State College ITN Number 13-03;
- All addenda issued pursuant to the ITN Number 13-03 (if applicable);
- To the extent consistent with ITN Number 13-03, the Firm's formal response to the ITN Number 13-03.

**THEREFORE**, the Parties hereto intending to be bound hereby agree as follows:

1. **RECITALS** set forth above are true and correct and made part of this contract.

2. **SCOPE OF WORK**

The Scope of Work is detailed in Attachment A. The work to be performed under this Agreement and its Attachments will be performed entirely at Firm's risk and Firm assumes all responsibility for the condition of tools and equipment used in the performance of this Agreement. Firm shall take all precautions necessary and shall be responsible for the safety of the work hereunder. Firm will provide all equipment installation, hardware, software and support services to the College based upon the printing and copying requirements of the College as set forth under this Agreement and its Attachments.

The Unified Print Devices (hereinafter alternately referred to as "Equipment," "devices," "models" or "units"), installed and/or supported by the Firm under this Agreement shall consist of units in one of two Product Categories: Convenience Multifunctional Devices and Laser Printers. Under this Agreement, new Convenience Multifunctional Devices will be installed and serviced by the Firm, while the College's existing fleet of Laser Printers will be serviced by the Firm. The College's existing fleet of Laser Printers is listed in Attachment E attached hereto.

3. **CONTRACT TERM**

Subject to the right of termination contained in paragraph 5 below, this Agreement shall commence on November 1, 2013, and shall continue through December 31, 2019 with an option by the College to extend on a monthly, quarterly or



annual basis for up to an additional two (2) years by mutual agreement as per the renewal pricing set forth in Section 4 below of this Agreement. All leases on Convenience Multifunctional Devices installed under this Agreement shall terminate on December 31, 2019, unless the Agreement is extended beyond that date, in which event, they shall terminate upon conclusion of the extension(s). Charges shall begin to accrue on January 1, 2014.

#### 4. PRICING

4.1 All hardware and service pricing applicable under this Agreement is detailed or referenced in this Section. Applicable pricing is comprised of a Monthly Minimum Charge ("MMC") and a Price Per Impression ("PPI") Charge. The MMC Charge covers the College's use of each Device for a lease term as indicated on Attachment B from the date of install until the term of this Agreement is completed. The PPI Charge will, depending on the capabilities of the Device, consist of up to two (2) components: (1) a PPI Charge for each black and white Impression ("B/W PPI Charge"), and (2) a PPI Charge for each color Impression ("Color PPI Charge"). All MMC charges are indicated on Attachment B while PPI charges during the initial term of this Agreement are indicated in Sections 4.8 and 4.9 below.

4.2 The Aggregate Monthly Minimum Lease Cost, representing the total of all MMC charges applicable to the initial base fleet of equipment installed under this Agreement, shall be \$8064.45 per month as indicated on Attachment B. The Aggregate Monthly Minimum Lease Cost shall be increased as additional units are added by the College according to the terms of Section 13 of Attachment A.

4.3 There shall be no additional fixed Monthly Labor Charge for the Firm to provide the Monday morning proactive service visits to each College campus.

4.4 For the Laser Printer Product Category, only the variable PPI service/supply charges as set forth in Section 4.9 below shall be applicable.

4.5 The variable monthly Monochrome and Color PPI service/supply charges shall be based on the College's actual usage rates each month. There shall be no guaranteed monthly copy/print volumes and no base equipment charges under this Agreement. Under this Agreement, an "Impression" shall be defined as one single-sided copy or print produced; a two-sided copy or print and single-sided ledger-size (11" x 17") copies/prints shall count as two Impressions. Monochrome Impressions shall not count as Color Impressions and vice versa. Scans are not counted as chargeable Impressions under this Agreement.

4.6 The fixed Monthly Minimum Lease Charges for Convenience Multifunctional Devices set forth on Attachment B shall consist of all costs being charged to the College by the Firm to provide all necessary hardware, firmware, software, PaperCut copy/print tracking system (including magnetic card readers, licenses and maintenance thereof) including capturing/authentication of all copy/print/scan transactions, mobile device printing software, document feeders, finishers, paper drawers, large capacity paper trays, print controllers, hole punching (Segment 4 and 5 devices), saddle-stitch finishing (as applicable), all required licensing, all required software, all professional services, LDAP and native Active Directory authentication, scanning servers (if applicable), finisher/feeder kits, scan/print licenses, page description languages, ramp-up training, print drivers, network administration utilities, boards, cards, peripherals, insurance, lease administration fees, freight and return freight charges, grounding, power surge protection devices (line conditioners), 24-hour data overwrite protection, delivery fees, set-up charges, installation fees, order entry fees, insuring devices for shipment back to the Firm at Agreement completion, de-installation at Agreement completion, hard-drive cleaning at de-installation, property taxes and ongoing training.

4.7 The variable PPI service/supply charges for both Convenience Multifunctional Devices and Laser Printers shall consist of the cost being charged to the College by the Firm to produce one Impression on any Convenience Multifunctional Device or Laser Printer and shall include all service- and supply-related costs of the Firm including, but not limited, to the cost to provide: Proactive Monday morning service visits to all three College campuses, rotating proactive visits to other College locations as required by the College, sufficient numbers of factory-certified technicians to ensure compliance with the required uptime/response time provisions of this Agreement, emergency service, preventive maintenance service, professional services fees, network printing and scanning support, parts, consumable parts, supplies, black toner, color toners (as applicable), preventive maintenance kits, proactive "depot service"



replacement of non-functional Monochrome and Color Networked Laser Printers on an overnight replacement basis, networking printing support, drum kits (if applicable), staples, fuser oil (if applicable), photoconductors, black developer, color developers (as applicable), labor, firmware upgrades, software upgrades, drive time, trip charges and hourly rates.

4.8 The Convenience Multifunctional Device Monochrome PPI service/supply charge shall be as follows: \$\_.0044 per Convenience Monochrome Impression. The Convenience Color PPI service/supply charge shall be as follows: \$\_.044 per Convenience Color Impression.

4.9 The Laser Printer Monochrome PPI service/supply charge shall be as follows: \$\_.01 per Laser Printer Monochrome Impression produced on monochrome Laser Printers. The Laser Printer Color PPI service/supply charge shall be as follows: \$\_.085 per Laser Printer Color Impression.

4.10 Upon the expiration of the term of this Master Agreement on December 31, 2019, the College may in its sole discretion renew said Agreement on a monthly, quarterly or annual basis for up to two (2) additional years. Should the College elect to renew, the only applicable costs shall be the appropriate renewal PPI service/supply charges for each Product Category as set forth in Section 4.12 below plus the then applicable per unit monthly lease charge. The College shall also have the option at the expiration of this agreement or any renewal period of the agreement to purchase each printer first placed in service by the Firm. The price for each printer shall be established by the Firm but shall not exceed the price of \$100.00 for each printer which has then been in service for twelve months or more and the price of \$250.00 for each printer which has then been in service for less than twelve months.

4.11 This Agreement shall renew only upon written request of the College. In no event shall this Agreement, or any individual equipment lease, automatically renew. If this Agreement is renewed by the College, all the rights and responsibilities of each party under this Agreement will remain in full force and effect.

4.12 *During any renewal period*, the Firm will bill the College as follows for each impression produced on the Convenience Multifunctional Devices: A Convenience Multifunctional Monochrome PPI charge of \$\_.0055 per Convenience Monochrome Impression; and a Convenience Multifunctional Color PPI charge of \$\_.05 per Convenience Color Impression. The PPI service/supply charges applicable to the Laser Printer Product Category shall remain unchanged during any renewal period. The PPI charges set forth in this section shall include all , software, service and supply costs.

4.13 All fixed Monthly Equipment Lease Costs and PPI service/supply charges are firm for the duration of this Master Agreement.

4.14 On or before February 1, 2014, the College may, at its sole discretion, upgrade units in certain Segments installed under this Agreement as per Section 14 of Attachment A to hole punch functionality, analog faxing functionality and/or saddle-stitch finishing functionality for an additional one-time flat-rate cost as indicated in the chart below:

SEGMENT	HOLE PUNCHING	ANALOG FAX BOARDS	SADDLE-STITCH FINISHING
2 Monochrome	\$152.46	\$293.50	\$635.25
2 Color	\$152.46	\$293.50	\$635.25
3 Monochrome	\$152.46	\$293.50	\$635.25
3 Color	\$152.46	\$293.50	\$635.25
4 Monochrome	Standard	\$293.50	\$381.15
4 Color	Standard	\$293.50	\$381.15
5 Monochrome	Standard	\$293.50	\$381.15

4.15 Other upgrades to the installed Equipment, including, but not limited to, extra paper trays, alternative finishers, document feeders and additional software, shall be offered by the Firm to the College at a 70% discount off of the then-in-effect Manufacturer's Suggested Retail Price (MSRP) as reported by Buyers Laboratory, Inc. This 70%

discount off the MSRP shall also apply when adding hole punching, analog fax boards or saddle stitching to any Convenience Multifunctional Device after February 1, 2014.

4.16 Upgrades shall not in any way extend the term of this Agreement.

4.17 The hourly rate for providing technical service before 8:30 a.m. and after 5 p.m. each business day and during weekend hours shall be established at \$ 125.00 per hour. There shall be no additional costs for parts or supplies required during after-hours service visits. All service requests for after-hours service must be approved in writing by the College prior to work being performed.

4.18 There shall be no additional cost to the College for moving devices from one location to another.

4.19 The Firm shall issue a start-up funds check to the College in the amount of \$ 115,000 upon installing 90% of the device fleet as called for in Sections (1) through (4) of Attachment A, or within 90 days after the inception of this Agreement, whichever event occurs earlier. These start-up funds will be used at the discretion of the College, but will cover such items as existing machine lease buyouts, network drops and electrical upgrades in order to accommodate the new equipment fleet installed by the Firm.

4.20 The Firm shall issue a laser printer toner cartridge credit to the College's account in the amount to be determined as described in this paragraph to compensate the College for its existing stock of on-hand laser printer toner cartridges. The number and identification of each cartridge for which the College will receive a credit shall be determined during the assessment phase. To be eligible for receipt of a credit the cartridge shall be new, unopened and an original equipment manufactured cartridge which has not reached its expiration date. In addition, the cartridge must be capable of being used by the College in its existing inventory of printers or by Firm in its existing inventory of printers. Upon issuing such credit, the Firm will own the identified laser printer toner cartridges and, at its discretion, may utilize same at its sole discretion. All laser printer toner cartridge inventory shall be the property of the Firm at the completion of this Agreement. Ink jet toners are specifically excluded from coverage under this paragraph.

4.21 MMC lease pricing applicable when the College adds Multifunctional Devices during the term of this Agreement is set forth in Attachment B attached hereto.

## 5. TERMINATION DEFAULT

Termination for Default: The College may, by written notice to the Firm, terminate the agreement for default in whole or in part if the Firm fails to:

1. Provide products, software or services that comply with the specifications herein or fails to meet the College's performance standards;
2. Deliver the supplies or to perform the services within the time specified in the agreement or any extension;
3. Make progress so as to endanger performance of the agreement; or,
4. Perform any of the other provisions of the agreement.

Prior to termination for default, the College will provide written notice to the Firm affording the Firm the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or such greater period specified in the notice) after receipt of the notice. Failure to cure the deficiency shall result in termination action. Such termination may also result in suspension of purchasing goods/services with the College. The Firm and its sureties (if any) shall be liable for any damage to the College resulting from the Firm's default of the agreement. This liability includes any increased costs incurred by the College in completing contract performance.

In the event of termination by the College for any cause, the Firm will have, in no event, any claim against the



College for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the College the Firm shall:

1. Stop orders/work on the date and to the extent specified.
2. Terminate and settle all orders and/or subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the College.
4. Continue and complete all parts of that work that have not been terminated.

If the Firm's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Firm, the contract shall not be terminated for default. Examples of such causes include (1) Acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

#### **6. OWNER'S DESIGNATED REPRESENTATIVE**

Owner shall designate a representative to act in its behalf in accordance with this Agreement. This representative, or his/her designee, will monitor services provided, serve as liaison with the Firm, receive and process communications and paperwork, examine and approve invoices, reports, estimates, proposals or other documents presented by the Consultant, and represent the Owner in the day-to-day conduct of the project. The Firm will be notified in writing of the representative and of his/her designee or any changes thereto.

#### **7. FORCE MAJEURE**

In any event that the performance of any covenant(s) of this Agreement shall be prevented by an act of God, physical disability, act or regulations of public authorities or labor union difficulties, strike, civil tumult, terrorism, war, epidemic, or any other reasons proven beyond their control, the Firm and Edison State College shall respectively be relieved of their obligations stated in this Agreement. With the exception, however, that any funds paid by or on behalf of Edison State College to Firm in advance of the services shall be immediately repaid in full by Vendor to College.

#### **8. INDEPENDENT CONTRACTOR**

College and Firm acknowledge and agree that Firm is and shall be an independent contractor; that neither Firm nor any of its employees, representatives or agents is, or shall be deemed to be, an employee, partner or joint venture of College; and that neither Firm nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of College. Firm further acknowledges that College will not withhold any amounts in respect to federal, state or local taxes from amounts payable by College to Firm hereunder and it shall be the exclusive responsibility of Firm to pay all amounts due in respect of applicable federal, state and local taxes on such amounts.

Firm shall honor any request by the College for removal of any of Firm's employees who are deemed unsuitable for any reason. The aforementioned will be determined when, in the College's opinion and discretion, it is in the best interest of the College and/or the most advantageous to the College to do so. Such requests shall be made in writing and be lawful and non-discriminatory.

#### **9. INSURANCE**

Firm shall maintain insurance as described and to the extent set forth in Letter "Y" of ITN #13-03.

#### **10. INDEMNIFICATION**

Firm shall indemnify College as described and to the extent set forth in Letter "DD" of ITN #13-03.

#### **11. DISPUTE RESOLUTION/ATTORNEY FEES AND COSTS**

Prior to the filing of any litigation by the College or Firm against the other (and, except as described below, as a precondition to any such filing), the College and Firm shall engage in pre-suit mediation. Such mediation may be required by either party, at a mutually agreed upon time, and shall be conducted the same as if such mediation were ordered by a Florida Circuit Court (i.e. in accordance with, and subject to, all of the laws and rules applicable to court ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either party. If the parties are unable to agree upon the selection of a mediator, either party may petition or request that the Circuit Court of the county where the project is located (or Mediation Coordinator for the county where the project is located) appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not pre-emptorily. While the request for an the conducting of such a mediation shall be a precondition to the filing of a civil action, in the event that either party is in jeopardy of losing its right to sue (i.e. the statute of limitations is about to expire), then a suit may be filed before mediation is conducted, provided that mediation is requested before, or simultaneously with, the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the Complaint. If the scheduling of the mediation requires, the Plaintiff to that suit shall therefore grant the defendant an appropriate extension of time to respond to the Complaint so as to permit the mediation to be conducted before the defendant must so respond.

Subject to the preceding paragraph, in the event of any litigation between the College and Firm arising out of or relating to this Agreement or any Project or Work performed pursuant hereto, the College and Firm agree that the venue of any such litigation shall be, and shall only be, (i.e. exclusively) in a state court of competent jurisdiction in the county where the project is located, and that the prevailing party in any such litigation shall be entitled to recover the prevailing party's reasonable attorneys' fees and court costs, at both the trial and at all appellate levels.

It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the District Board of Trustees of Edison State College.

#### **12. DEFAULT**

Notwithstanding anything to the contrary within the Agreement, a Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition or covenant contained in this Agreement. And upon default by Firm, payment to Firm may be withheld pending an equitable adjustment between Firm and the College.

#### **13. NOTICES**

All notices required to be given under this Agreement shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the Parties. A Party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the Parties are as follows:



EDISON STATE COLLEGE

Individual Name: Judy Pultro  
Org/Department: Auxiliary Services  
Address: 8099 College Parkway  
Fort Myers, FL 33919  
  
Telephone Number: 239-985-3477  
Fax Number: 239-489-9399  
E-Mail Address: judy.pultro@edison.edu

DEX Imaging, Inc. (Firm Name)

Individual Name: Melody Gibson  
Org/Department: Branch Manager  
Address: 9220 Brookwood Court  
Bonita Springs, FL 34135  
  
Telephone Number: 239-444-2193  
Fax Number: 239-444-2197  
E-Mail Address: mgibson@deximaging.com

**14. LEGAL AUTHORITY**

Firm warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, execute this Agreement and bind itself to its terms.

**15. NON-ASSIGNMENT**

Firm shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of Edison State College. Any unauthorized assignment shall be void. Edison State College shall have the right, but not the obligation to terminate this Agreement, without waiver of any other right or remedy, upon notice of Firm's assignment in violation of this section.

**16. BINDING EFFECT**

This Agreement is binding upon the heirs, personal representatives, successors, and permitted assigns of both Parties.

**17. AMENDMENT**

No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the Parties.

**18. WAIVER**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.



**19. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

**20. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any action arising under this Agreement shall be filed and tried exclusively in the courts of Lee County, Florida.

**21. LAWS, ORDINANCES, RULES, REGULATIONS, PERMITS, AND LICENSES**

The Firm shall observe and obey all the laws, ordinances, rules, regulations, and policies of the College and the federal and state governments which may be applicable to the Firm's operation at the College, and shall, at the sole cost of the Firm, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.

**ENTIRE AGREEMENT**

This Agreement, inclusive of all Attachments hereto, constitutes the entire agreement between the Parties, and supersedes any previous contracts, understanding, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement, except as set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed.

**THE DISTRICT BOARD OF TRUSTEES OF  
EDISON STATE COLLEGE, FLORIDA**

Name: Dr. Jeffery S. Allbritten

Signature: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

DEX Imaging, Inc  
(Firm Legal Name)

Name: Raegen Carr

Signature: 

Title: Regional Manager

Date: September 18, 2013