



**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

MATERIALS MANAGEMENT DEPARTMENT

101 OLD VENICE ROAD

OSPREY, FLORIDA 34229

TELEPHONE (941) 486-2183 • FAX (941) 486-2188

**MEMORANDUM**

**TO: Members of the School Board**  
**Lori White, Superintendent**  
**Mitsi Corcoran, Chief Financial Officer**  
*Pat Black*

**FROM: Pat Black, CPPB, Director of Materials Management**

**TITLE: APPROVAL TO LEASE XEROX PRINT SHOP EQUIPMENT**

The Materials Management Department/Print Shop requests permission to lease replacement Xerox equipment for a period of 60 months. The cost neutral upgrade of equipment will replace an existing color copier and a black and white multi-function device. The equipment is contained on the Marion County School Board bid.

**Requested by:**  
Pat Black

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Posting Date: 06-08-10

**Fiscal Impact:** \$209,335.59 -  
60 Months

**Funding:** Debt Service

**Recommended Motion:** That the 60 month lease of Xerox equipment, in the total amount of \$209,335.59, be approved for purchase.

(over)

Details of Print Shop Equipment Lease from Xerox including maintenance overage - July 1, 2010 through June 30, 2015												
	Months	Total Months	Overage Copies Monthly	Overage Copy Cost	Monthly Cost	1st Year Annual Cost	2nd Year Annual Cost	3rd Year Annual Cost	4th Year Annual Cost	5th Year Annual Cost	60 Month Lease Cost	Object
Lease X700	1 - 3	3			\$ 1,001.92	\$ 3,005.76						
Maintenance	1 - 3	3			\$ 638.00	\$ 1,914.00					\$ 3,005.76	0710 & 0720
Overages											\$ 1,914.00	0350
color	1 - 3	3	4000	.0319	\$ 127.60	\$ 382.80					\$ 382.80	0350
b/w	1 - 3	3	2000	.0054	\$ 10.80	\$ 32.40					\$ 32.40	0350
Lease X700	4 - 12	9			\$ 1,001.92	\$ 9,017.28	\$ 12,023.04	\$ 12,023.04	\$ 12,023.04	\$ 12,023.04	\$ 57,109.44	0710 & 0720
Maintenance	4 - 12	9			\$ 1,584.07	\$ 14,256.63	\$ 19,008.84	\$ 19,008.84	\$ 19,008.84	\$ 19,008.84	\$ 90,291.99	0350
Overages												
color	4 - 12	9	4000	.0649	\$ 259.60	\$ 2,336.40	\$ 3,115.20	\$ 3,115.20	\$ 3,115.20	\$ 3,115.20	\$ 14,797.20	0350
b/w	4 - 12	9	2000	.0142	\$ 28.40	\$ 255.60	\$ 340.80	\$ 340.80	\$ 340.80	\$ 340.80	\$ 1,618.80	0350
Lease X7OFF	1 - 12	12			\$ 629.72	\$ 7,556.64	\$ 7,556.64	\$ 7,556.64	\$ 7,556.64	\$ 7,556.64	\$ 37,783.20	0710 & 0720
Overages												
color	1 - 12	12	0	.099	\$ -	\$ -						0350
b/w	1 - 12	12	5000	.008	\$ 40.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 2,400.00	0350
<b>Total</b>						\$ 39,237.51	\$ 42,524.52	\$ 42,524.52	\$ 42,524.52	\$ 42,524.52	\$ 209,335.59	
<b>Cost Strips</b>												
Principal	2290.9200.0710.9033.2010					\$16,896.71	\$17,454.16	\$18,030.00	\$18,624.81	\$19,239.30	\$90,244.98	
Interest	2290.9200.0720.9033.2010					\$2,682.97	\$2,125.52	\$1,549.68	\$954.87	\$340.38	\$7,653.42	
Maintenance	1180.8100.0350.9033.2010					\$ 19,657.83	\$ 22,944.84	\$ 22,944.84	\$ 22,944.84	\$ 22,944.84	\$111,437.19	



# Lease Agreement



## Monthly Pricing (Cont'd)

Item	Lease	Maintenance	Print Charges			Maintenance Plan Features
	Minimum Payment	Minimum Payment	Meter	Volume Band	Per Print Rate	
2. X70FFSPRO	\$629.72	\$0.00	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
3. WC7232P Bonus Item	N/A	\$0.00	1: BW 2: Color	All Prints 1 - 100 101+	\$0.0080 Included \$0.0990	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$1,631.64	\$1,584.07	Minimum Payments (Excluding Applicable Taxes)			



**Introductory Pricing**

You are receiving special Introductory Pricing. Your Minimum Payment for Products identified in the Pricing Detail table below will be adjusted during the Introductory Pricing period as set forth in the Pricing Detail table, and will be different from the Minimum Payment during the balance of this Agreement. The Pricing Detail table illustrates how the Minimum Payment will be affected during the Introductory Pricing period.

**Monthly Minimum Pricing Summary for all 3 items to be installed at this location during the 3 Month Introductory Period**

	Month 1	Month 2	Month 3	Full Amount
Products	\$1,631.64	\$1,631.64	\$1,631.64	\$1,631.64
Maintenance	\$638.00	\$638.00	\$638.00	\$1,584.07
<b>Total</b>	<b>\$2,269.64</b>	<b>\$2,269.64</b>	<b>\$2,269.64</b>	<b>\$3,215.71</b>

**Introductory Pricing Detail for Each Applicable Item**

Item	Contract Months	Product Minimum Payment	Maintenance Minimum Payment	Print Charges			Maintenance Plan Features
				Meter	Volume Band	Per Print Rate	
1. X700X	1 - 3	\$1,001.92	\$638.00	1: Meter 1	1 - 20,000	Included	- Full Service Maintenance included for all prints - Consumable Supplies charge only
				2: Meter 2	20,001+	\$0.0319	
					All Prints	\$0.0054	

## Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Equipment) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) all payments due and to become due under this Agreement are payable from sources other than ad valorem taxes. Your payment is due within 45 days of the invoice date.

**3. FUNDING.** This provision is applicable to governmental entities only. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all payments due and to become due during the Term can and will lawfully be appropriated and made available to permit your continued utilization of the Products and the performance of its essential function during the Term. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the payments due and to become due under this Agreement in such fiscal period. You acknowledge that appropriation of moneys for payment required under this Agreement is a governmental function that you cannot contractually commit to in advance, and this Agreement does not constitute: (1) a multiple fiscal year direct or indirect debt or financial obligation; (2) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (3) an obligation creating a pledge of or a lien on your tax or general revenues. If your governing board does not approve an appropriation of funds at any time during the Term for payments due and to become due for a fiscal year during the Term, you will have the right terminate this Agreement on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of payments required hereunder for which funds have been appropriated and budgeted. If you elect to terminate this Agreement, you will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date). At least 30 days prior to the end of your fiscal year, your chief executive officer (or legal counsel) will certify in writing that (a) despite reasonable efforts to obtain sufficient appropriations, funds have not been appropriated for the ensuing fiscal period, and (b) you have exhausted all funds legally available for the payment of amounts due and to become due under this Agreement. To the extent permitted by applicable law, you will not use this non-appropriation provision as a substitute for convenience termination.

**SOLUTION/SERVICES:**

**4. FREEFLOW LICENSE.** The following terms apply to Xerox FreeFlow Print Server /DocuSP software that is Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready, FreeFlow Process Manager, FreeFlow Output Manager, FreeFlow Web Services, FreeFlow Document Library, FreeFlow Prepress Suite, Print Shop PDF Conversion Tool, FreeFlow Print Manager - Advanced Path Print, and Digipath to FreeFlow Software Upgrade) ("FreeFlow Application Software") and will be additive to those found elsewhere in this Agreement. FreeFlow Base Software and

FreeFlow Application Software are collectively referred to as "FreeFlow Software".

A. FreeFlow Software may contain Java technology licensed from Sun Microsystems, Inc. ("Sun"). You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements through a separate agreement available at [www.java.net](http://www.java.net). Sun supports and thanks the global community of open source developers for its important contributions. Sun benefits from this community through the open standards-based technology from which many of Sun's products were developed. Please note that portions of FreeFlow Software may be provided with notices and licenses from open source developers and other third parties that govern the use of those portions. Any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses, however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all FreeFlow Software.

B. FreeFlow Base Software may contain Intellifont Software licensed from Monotype Imaging, Inc. ("Monotype"). You acknowledge that title to the Intellifont Software remains at all times with Monotype and agree not to disclose the Intellifont Software to any third party without the prior written consent of Monotype and Xerox.

C. FreeFlow Software may include and/or incorporate certain software provided by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110 ("Adobe").

1. Adobe, Adobe Configurable PostScript Interpreter, Adobe Normalizer, Adobe Postscript and Adobe PDF Library (individually and collectively "Adobe Licensed Software") are either registered trademarks or trademarks of Adobe in the United States and/or other countries. Any use by you of trademarks permitted hereunder will be in accordance with accepted trademark practice, including identification of the trademark owner's name.

2. Adobe is a third party beneficiary of this Agreement to the extent that this Agreement contains provisions which relate to your use of Adobe Licensed Software. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to Xerox.

3. You are granted the right to use (i) the digitally-encoded machine-readable outline data ("Font Programs") encoded in the special format and in the encrypted form ("Coded Font Programs") to produce weights, styles, and versions of letters, numerals, characters and symbols ("Typefaces") on the unit(s) of Equipment with which the Coded Font Programs were provided by Xerox, or if you install FreeFlow Application Software on a computer that you supply, then only on such computer; and (ii) the trademarks used by Xerox to identify the Coded Font Programs and Typefaces only to identify printed output produced by the Coded Font Programs.

4. You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at [www.adobe.com/type/browser/legal/embeddingeula.html](http://www.adobe.com/type/browser/legal/embeddingeula.html), you may also embed copies of the Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

5. If you license FreeFlow Process Manager without also licensing the 100-User PDF Conversion or the Maximum-User PDF Conversion option, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes. If you have also licensed the 100-User PDF Conversion option, you may use FreeFlow Process Manager to convert files into the Adobe PDF format for a maximum of one hundred (100) users.

6. If you license FreeFlow Web Services, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes.

D. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by this Agreement; (c) use the embedded code within the FreeFlow Software outside of the equipment on which it was installed in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) publish the results of any benchmark tests of database software licensed from Oracle Corporation that is incorporated in FreeFlow Application Software; (f) use the FreeFlow Software for any purpose other than to carry out the purposes of this Agreement; or (g) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

## Terms and Conditions

E. Upon not less than forty-five (45) days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities. You agree to cooperate with the audit and provide reasonable assistance and access to information including, but not limited to, relevant records, agreements, workstations, servers, and technical personnel. If an audit reveals that you have underpaid fees in excess of five percent (5%), then you will pay Xerox's and/or its licensors' reasonable costs of conducting the audit.

F. In the event FreeFlow Process Manager is subject to a lending or leasing arrangement entered into with a party other than Xerox ("Financing Arrangement"), then, for the shorter of ten (10) years from the date of such Financing Arrangement or the specified term thereof, the party that provides the Financing Arrangement will not be prevented from enforcing a valid security interest by the nontransferable nature of the license granted to you hereunder, provided that the rights acquired by such party will otherwise be restricted in accordance with the terms set forth in the Agreement governing Application Software.

G. If you license FreeFlow Makeready Copyright Management ("FFCM"), the following terms apply: 1. You will not disclose the results of any benchmark test of Microsoft SQL Server to any third party without Microsoft's prior written approval. 2. If you use the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"), you will comply with any applicable terms and conditions contained on the CCC website, [www.copyright.com](http://www.copyright.com), and any other rightsholder terms governing use of materials, which are accessible in FFCM. 3. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. 4. THE CCC SERVICE IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 5. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

H. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: 1. You may only install and use FreeFlow Process Manager on a computer having the ability to run a maximum of four processors. 2. Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and

software meeting Xerox's published specifications ("Workstation"). 3. If you use FreeFlow Application Software with any hardware or software other than a Workstation, all representations and warranties accompanying such FreeFlow Application Software will be void and any support/maintenance you contract for in connection with such FreeFlow Application Software will be voidable and/or subject to additional charges. 4. You are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications. Xerox reserves the right to charge its then-current time and materials rate for any time spent supporting a Workstation that does not meet Xerox's published specifications.

**PRICING PLAN/OFFERING SELECTED:**

**5. SEPARATELY BILLED MAINTENANCE.** If a Minimum Payment is included in Maintenance Plan Features for an item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.

**6. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**7. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

**GENERAL TERMS & CONDITIONS:**

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

**XEROX LEASE ADDENDUM TO  
SCHOOL BOARD OF SARASOTA COUNTY  
XEROX WORKSHEET Y05942**

THE DOCUMENT COMPANY  
XEROX

This Addendum ("Addendum") amends the above Lease Agreement between the **School Board of Sarasota County** ("Customer") and **Xerox Corporation** ("Xerox").

1. On the bottom of pages one (1) through five (5) the word "Confidential" is deleted in its entirety and not replaced.
2. **Sub-Section 4.G.5**, ("5. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service."), is deleted in its entirety and not replaced.
3. **Section 9, VENUE**, is added as an additional provision to this Agreement:
  9. **Venue.** Venue shall be in Sarasota County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

Except as specified in this Addendum, the Lease Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Lease Agreement and this Addendum, this Addendum will control.

**School Board of Sarasota County**

**Xerox Corporation**

Shirley Brown  
*Name (Please Print)*

\_\_\_\_\_  
*Signature*

School Board Chair  
*Title*

June 15, 2010  
*Date*

\_\_\_\_\_  
*Name (Please Print)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*