



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

FROM: Carol A. Lichon, CPPO, Director of Materials Management

TITLE: APPROVAL TO LEASE XEROX PRINT SHOP
EQUIPMENT

The Print shop requests permission to lease replacement Xerox equipment from Xerox Corporation for a period of 48 months. The new equipment, (two digital copy machines), will increase printing capacity and provide a lower monthly lease payment and cost per copy resulting in a total savings of approximately \$50,000 over the current lease. This equipment is contained on the State of Florida Contract #600-000-11-1 for Multifunction Products. The funds for this purchase are contained in the capital millage funds allocated for the equipment.

<u>Requested by:</u>	<u>Fiscal Impact:</u>	Not to exceed
Carol A. Lichon		\$108,000.00

Recommended Motion: That the lease of Xerox Corporation printing equipment, in the amount of \$108,000.00 be approved as presented.

Lease Agreement



Customer: SCHOOL BOARD OF SARASOTA COUNTY

Bill To: SARASOTA COUNTY
SCHOOL BOARD
ACCOUNTS PAYABLE
1960 LANDINGS BLVD
SARASOTA, FL 34231-3365

Install: SARASOTA COUNTY
SCHOOL BOARD
PRINT SHOP
101 OLD VENICE ROAD
OSPREY, FL 34229-9071

Tax ID#:

State or Local Government Negotiated Contract : 072533100

Solution		
Item	Product Description	Requested Install Date
1. W7835PT (W7835PT TANDEM)	- Integrated Ofc Fin - Customer Ed - Analyst Services	7/2/2015
	Lease Term: 48 months Purchase Option: \$1.00	

Monthly Pricing					
Item	Lease Amount (Excl. Tax)	Qty	Print Charges		Maintenance Plan Features
			Volume Based	Per Page	
1. W7835PT	\$150.04		1: BLACK 2: COLOR	All Prints \$0.0056 All Prints \$0.0540	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$150.04		Minimum Payments (Excluding Applicable Taxes)		

DOCUMENT APPROVED FOR LEGAL CONTENT

6/2 2015, BY

A. LAUREN MATTHEWS JR
MATTHEWS, EASTMAN & KELLY C. AUWELS & GARCIA
ATTORNEYS FIRM

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

SIGN: ASH

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.	Thank You for your business! This Agreement is proudly presented by Xerox and Ken O'Neill (941)484-4767
Signer: _____ Phone: (941)486-2165	For information on your Xerox Account, go to www.xerox.com/AccountManagement
Signature: _____ Date: _____	



Lease Agreement



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State or Local Government Negotiated Contract : 072533100

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. W7835PT (W7835PT TANDEM)	- Integrated Ofc Fin - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: \$1.00	7/2/2015

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835PT	\$150.04	1: BLACK 2: COLOR	All Prints All Prints	\$0.0056 \$0.0540	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$150.04	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: _____

Phone: (941)486-2165

Signature: _____

Date: _____

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Ken O'Neill
(941)484-4767

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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 the item to be installed at this location during the 3 Month Introductory Period

	Month 1	Month 2	Month 3	Full Amount
Product	\$150.04	\$150.04	\$150.04	\$150.04
Total	\$150.04	\$150.04	\$150.04	\$150.04

Introductory Pricing Detail for Each Applicable Item

Item	Contract Months	Product Minimum Payment	Print Charges			Maintenance Plan Features
			Meter	Volume Band	Per Print Rate	
1. W7835PT	1 - 3	\$150.04	1: BLACK 2: COLOR	All Prints All Prints	\$0.0012 \$0.0245	- Full Service Maintenance Included for all prints - Consumable Supplies charge only

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.

PRICING PLAN/OFFERING SELECTED:

4. 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.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

6. TAX TREATMENT. Xerox has accepted this Agreement based on your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code ("Code"). You will comply with the information reporting requirements of Section 149(e) of the Code. Such compliance includes the execution of 8038-G or 8038-GC Information Returns. You appoint Xerox as your agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) the Code or the regulations thereunder, then, subject to the availability of funds and upon demand by Xerox, you will pay Xerox an amount equal to its loss in this regard. You shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

Item	Finance Activity	Int. Rate	Total Int. Payable
1. W7835PT	- New Xerox Agreement (Govt. Form 8038)	11.75%	\$1,448.80

Lease Agreement



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OSPREY, FL 34229-9071

State or Local Government Negotiated Contract : 072533100

Solution		Requested Install Date
Item	Printed Description	Agreement Information
1. V80B (VERSANT 80 PRESS) - V80 Bus Rdy Finisher		Lease Term: 48 months Purchase Option: \$0.00 7/2/2015
2. V80EXB (EX 80 FIERY PR SVR) - Customer Ed - Analyst Services		Lease Term: 48 months Purchase Option: \$0.00 7/2/2015

Monthly Pricing					
Item	Cost	Model	Print Charges		Additional Inclusions
	Monthly Price		Volume Based	Per Page Rate	
1. V80B	\$576.06	1: Color 2: Black 3: Color LG	All Prints All Prints All Prints	\$0.0490 \$0.0115 \$0.0010	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. V80EXB	\$445.05	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
Total	\$1,021.11	Minimum Payments (Excluding Applicable Taxes)			

DOCUMENT APPROVED FOR LEGAL CONTENT

6/2 2015, BY
A. L. [Signature]
MATTHEWS, EASTMAN & COMPANY, JR
AT [Signature]
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
SIGN: ARIT

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.

Signer: _____ Phone: (941)486-2165

Signature: _____ Date: _____

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Solution

Item	Product Description	Agreement Information	Requested Install Date
1. V80B (VERSANT 80 PRESS)	- V80 Bus Rdy Finisher	Lease Term: 48 months Purchase Option: \$0.00	7/2/2015
2. V80EXB (EX 80 FIERY PR SVR)	- Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: \$0.00	7/2/2015

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. V80B	\$576.06	1: Color 2: Black 3: Color LG	All Prints All Prints All Prints	\$0.0490 \$0.0115 \$0.0010	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. V80EXB	\$445.05	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
Total	\$1,021.11	Minimum Payments (Excluding Applicable Taxes)			

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Monthly Minimum Pricing Summary for all 2 items to be installed at this location during the 3 Month Introductory Period

	Month 1	Month 2	Month 3	Full Amount
Products	\$1,021.11	\$1,021.11	\$1,021.11	\$1,021.11
Total	\$1,021.11	\$1,021.11	\$1,021.11	\$1,021.11

Introductory Pricing Detail for Each Applicable Item

Item	Contract Months	Product Minimum Payment	Print Charges			Maintenance Plan Features
			Meter	Volume Band	Per Print Rate	
1. V80B	1 - 3	\$576.06	1: Color	All Prints	\$0.0207	- Full Service Maintenance Included for all prints - Consumable Supplies charge only
			2: Black	All Prints	\$0.0040	
			3: Color LG	All Prints	\$0.0000	

Terms and Conditions

INTRODUCTION:

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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.

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SOLUTION/SERVICES:

4. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server™/DocuSP® software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready® and FreeFlow Process Manager™) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

1. FreeFlow Software may include and/or incorporate font programs ("Font Programs")

and other software provided by Adobe Systems Incorporated ("Adobe Software"). 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, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

2. 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 the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or 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) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 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.

4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains 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, and any other rights holder terms governing use of materials, which are accessible in FFCM. 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. 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 NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 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.

5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation"); (b) 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; and (c) 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.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software"

Terms and Conditions

documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

PRICING PLAN/OFFERING SELECTED:

5. 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.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples

of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

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Item	Finance Activity	Int. Rate	Total Int. Payable
1. V80B	- New Xerox Agreement (Govt. Form 8038)	11.75%	\$5,561.96
2. V80EXB	- New Xerox Agreement (Govt. Form 8038)	11.75%	\$4,286.80