

LEASE AGREEMENT

This Lease Agreement is entered into by and between the ST. JOHNS COUNTY SCHOOL DISTRICT ("District") and KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., Inc. ("Konica Minolta").

I. CUSTOMER INFORMATION:

Full Legal Name: St. Johns County School District

Street Address: Attention: Frank Clark
Director of Purchasing
40 Orange Street
St. Augustine, Florida 32084

Phone: (904) 547-7701
Fax: (904) 547-7705
E-Mail: clarkf@stjohns.k12.fl.us

Equipment Location: Per attached schedule

II. CUSTOMER CONFIDENCE GUARANTEE:

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under this guarantee, we shall provide, at no charge, an equivalent replacement.

III. TERMS AND CONDITIONS:

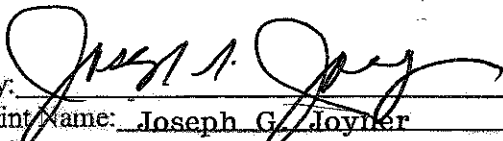
1. Lease Agreement. Konica Minolta agrees to lease the Equipment identified in the Equipment Schedule attached hereto on the terms and conditions set forth below.

2. Term. The term of this Lease Agreement shall be from October 1, 2010, until September 30, 2014. The District shall have two (2) options to renew the agreement for successive one year terms, on the same terms and conditions.

3. Other Terms and Conditions. As specified in Section 4.2 of the Special Conditions of the District's Copier Lease-Request for Proposal No. 2010-09 ("RFP"), all other terms and conditions of the RFP are expressly incorporated into this Lease Agreement, including the General Conditions, Special Conditions and Addenda attached as Exhibits A, B and C hereto, with the sole exception of the second sentence of Section 23 and Section 36(c) of the General Conditions. The parties acknowledge that as


a result of such exception, the District shall not have the right to terminate this Agreement without cause.

ST. JOHNS COUNTY SCHOOL DISTRICT

By: 
Print Name: Joseph G. Joyner
Title: Superintendent of Schools

Date: August 19, 2010

KONICA MINOLTA BUSINESS SOLUTIONS
U.S.A., INC.

By: 
Print Name: Brian Cupka
Title: Vice President, General Counsel & Secretary

Date: August 19, 2010

St. Johns County School District
PURCHASING DEPARTMENT
40 Orange Street
St. Augustine, FL 32084



REQUEST FOR PROPOSAL

RFP NO.: 2010-09
RELEASE DATE: May 5, 2010

RFP TITLE: Copier Lease

F.O.B. Destination: **District Wide**

CONTACT: Frank Clark, C.P.M.
Director of Purchasing
(904) 547-7700
clarkf@stjohns.k12.fl.us

RFP DUE DATE AND TIME: **May 28, 2010 @ 1:30 PM**
RFP OPENING DATE AND TIME: **May 28, 2010 @ 2:00 PM**

SUBMIT RFP TO: Purchasing Department
40 Orange Street
St. Augustine, FL 32084

RFP OPENING LOCATION: Purchasing Department
40 Orange Street
St. Augustine, FL 32084

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for RFP to be considered.

- Literature Specifications Catalogs Product Samples: See RFP for specific details
 Debarment Form Manufacturer's Certificate of Warranty
 Drug-Free Workplace Certification List of References
 Certificate of Insurance: See enclosed guidelines for detailed specifications
 Jessica Lunsford Act (St. Johns County School District Requirements and Sworn Statement).
 Additional submittals specific to this RFP may also be required – Copy of Proposal on CD

THE RFP SHALL BE EFFECTIVE FROM **October, 2010** . THE ANTICIPATED DATE OF BOARD APPROVAL IS **July/Aug 2010** .

PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.

Company Name: _____

Address: _____

City, State: _____ Zip: _____ FEIN: _____

Signature of Owner or Authorized Officer/Agent _____ Telephone: _____

Typed Name of Above: _____ FAX: _____
Email: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the respondent, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board of St. Johns County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor. Upon approval by Board, the information contained herein shall constitute the contract between the Board and vendor.

NO RESPONSE- I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASONS CHECKED BELOW:

- | | |
|--|--|
| <input type="checkbox"/> 1. Insufficient time to respond | <input type="checkbox"/> 7. Addendum received too late to respond |
| <input type="checkbox"/> 2. Specifications were unclear or restrictive | <input type="checkbox"/> 8. Could not meet Insurance requirements |
| <input type="checkbox"/> 3. Could not meet bonding requirements | <input type="checkbox"/> 9. We do not offer the product or service requested |
| <input type="checkbox"/> 4. Our schedule will not permit us to respond | <input type="checkbox"/> 10. Remove our company name from this commodity listing only. |
| <input type="checkbox"/> 5. Terms & Conditions were unclear or restrictive | <input type="checkbox"/> 11. Keep our company on the bid list for future bids. |
| <input type="checkbox"/> 6. Could not meet specifications | |
| <input type="checkbox"/> 12. Other _____ | |

EXHIBIT A

GENERAL CONDITIONS

Proposer: To ensure acceptance of the proposal follow these instructions —

1. **SEALED RFP REQUIREMENTS:** The "REQUEST FOR PROPOSAL" sheet must be completed, signed, and returned with the RFP. The RFP Response Form on which the proposer actually submits a proposal and any pages upon which information is required to be inserted must be completed and submitted with the proposal. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
 - a) **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the proposer to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date.
 - b) **PROPOSAL SUBMITTED:** Completed proposal must be submitted sealed in an envelope. Proposals must be time stamped in the Purchasing Department prior to the RFP opening time on date due. No proposal will be considered if not time stamped in the Purchasing Department prior to the stated RFP opening time. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless stated in the special conditions of this RFP.
 - c) **Each proposal must be submitted on "RFP Response Form"** in a sealed envelope with the item bid, date, time and RFP number on the outside.
 - d) **PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
 - e) **EXECUTION OF RFP:** All proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The original RFP conditions and specifications **cannot** be changed or altered in any way by the proposal or otherwise by the proposer. In the event of any conflict between the specifications and conditions of the RFP and the terms and conditions of the proposal, the specifications and conditions of the RFP take precedence.
2. **SPECIFICATIONS** used are intended to be open and nonrestrictive. Any reference to brand name (unless specified in the RFP Specifications) or number shall not be construed as restricting to that manufacturer, but is used as a minimum standard of quality. It shall be the sole responsibility of the proposer to state, in writing, brand proposed, model and other pertinent information even if proposing as specified. Proposer shall submit complete technical information, specifications, manufacturer's name and descriptive catalog cuts with proposal, when requested. The Purchasing Department shall be the sole judge in determining whether the product/item proposed meets the RFP specifications.
3. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and extended total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer pays and bears freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).** If a proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) **TAXES:** The School Board does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal submitted by proposer.
 - f) **PREFERENCE FOR ST. JOHNS COUNTY BIDDERS:** For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statute 287.087 and 287.084).
4. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with RFP conditions and specifications. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
 - a) Proposer's name being removed from the Department of Purchasing vendor mailing list for one (1) year and vendor not being recommended for any award during this period.
 - b) All departments being advised not to do business with proposer.
5. **SAMPLES:** Samples of items, when required, must be furnished free of expense by RFP due date unless otherwise stated and, if not destroyed, will upon request, be returned at the proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with proposer's name, RFP number, and item number. Failure of proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, 40 Orange Street, St. Augustine, FL 32084.
6. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
7. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding holidays) 8:30 A.M. to 2:30 P.M. Appointments are required.
8. **REQUESTS FOR CLARIFICATIONS:** No correction or clarification of any ambiguity, inconsistency or error in the RFP conditions and specifications will be made to any proposer orally. Every request for such interpretation or correction should be in writing, prior to RFP date, addressed to the Purchasing Department Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal Documents. Only the interpretation or correction so given by the Purchasing Department Representative, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the Proposal Documents.

- 9. AWARDS:** Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the RFP sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." Any dispute concerning the meaning or interpretation of the conditions or specifications of this RFP or the contract resulting therefrom, same shall be decided by Purchasing Department and that decision shall be final. The decision to award a contract or take other action in regard to the RFP shall be made in furtherance with the best interest of the School District.
- 10. OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain proposals to furnish the products(s)/service(s) herein specified to the School Board. Other school boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/service(s) are to be furnished in accordance with the contract resulting from this solicitation.
- 11. INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful proposer until acceptance by the buyer unless loss or damage result from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at proposer's expense.
- 12. MARKING:** Packing list must be included in each shipment and shall show The School Board Purchase Order Number, RFP Number, School Name or Department Name, Contents and Shipper's Name and Address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) Shipper's Name and Address, (B) Contents, (C) The School Board of St. Johns County Purchase Order Number, and (D) RFP Number.
- 13. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.
- 14. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the proposer's firm.
- 15. LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 16. PATENTS & ROYALTIES:** The proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 17. OSHA:** The proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
- 18. SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 19. ANTI-DISCRIMINATION:** The proposer certifies that he or she is in compliance with non-discrimination laws (Civil Rights Act of 1964 as amended and Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor regulations) relative to equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or handicap.
- 20. LICENSES AND PERMITS:** The proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
- 21. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 22. DEFAULT AND REMEDIES:**
- The parties acknowledge and agree that the damages for the failure of the successful proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful proposer to deliver on time. Therefore, in the event the successful proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
 - In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
- 23. TERMINATION:** In the event any of the provisions of this RFP are violated by the proposer, the Purchasing Department shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendation will be made for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this RFP at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.
- 24. BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in triplicate to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made within thirty (30) days after delivery, authorized inspection and acceptance.
- 25. FACILITIES:** The Board reserves the right to inspect the proposer's facilities at any time with prior notice.
- 26. PROPOSAL TABULATIONS:** Proposers desiring a copy of proposal tabulation may request same by enclosing a self-addressed, stamped envelope with sufficient amount of postage on the envelope, when submitting proposal.
- 27. ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free. No proposal will be considered unless this is agreed to by the proposer.
- 28. HOLD HARMLESS AGREEMENT:** During the term of this proposal the proposer shall indemnify, hold harmless, and defend the School Board its agents, servants and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the proposer, his agents, servants or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the Board for the purpose of performing

- 28. HOLD HARMLESS AGREEMENT (continued):** services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, or death of any person, group or organization, whether employed by the proposer or the Board or otherwise.
- 29. CONVICTED FELONS:** Prior to commencement of performance, the successful proposer shall provide the School Board, a written listing of all employees (or employees of subcontractors) the proposer intends to utilize in performance of the matter proposed upon who are convicted felons. The list shall specify the nature of the conviction and the date of the conviction. The School Board reserves the right, in its sole discretion, to prohibit the successful proposer from using any such listed convicted felon(s) in the performance of services related to this contract. The successful proposer shall not use any such convicted felon(s) in the performance of services under this contract unless first approved, in writing, by the School Board. The successful proposer shall also provide immediate written notice to the School Board if at any time during the term of this contract it intends to utilize in the performance of services under this contract any convicted felon(s) not identified in the initial listing furnished to the School Board, the use of such individuals being contingent upon obtaining prior written approval from the School Board. If it is later determined the successful proposer knowingly rendered to the School Board an erroneous or incomplete listing of convicted felons as required hereby, in addition to any other available remedies, the School Board, may immediately terminate this contract without notice and re-procure the services to be provided hereunder. This provision is a material inducement for the School Board, to enter into this proposal contract.
- 30. VENUE:** Any suit, action, or other legal proceedings arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 31. WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this proposal contract and any other agreements executed or contemplated to be executed in connection herewith. This provision is a material inducement for the School Board to enter into the proposal contract.
- 32. ATTORNEY FEES:** In connection with any litigation arising out of this RFP or any contract resulting therefrom, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of the proceedings in addition to any other relief granted.
- 33. LOBBYING:** Proposers are hereby advised that lobbying is not permitted with any district personnel or board members. All oral or written inquires must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.
- 34. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.
- 35. BID PROTEST:** Failure to file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest
- 36. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- a) **Debarment:** The proposer certifies by signing the proposal that the proposer and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect. During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the proposer shall immediately notify the Purchasing Department and the Superintendent, in writing.
- b) **Records:** Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final payment is made.
- c) **Termination:** For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.
- 37. JESSICA LUNSFORD ACT:** Effective September 1, 2005, if you or your employees or your agents have access to one of our schools when students are present, have direct contact with students, or have access to or control of school funds, you must undergo and pass screening requirements as described in Section 1012.32 and 435.04, Florida Statutes. Pursuant to Section 1012.467, Florida Statutes, all non-instructional contractors who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board is not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental are required to undergo a fingerprint based criminal history check. Awarded vendors will be required to comply with Sections 1012.465 and 1012.467, Florida Statutes, The Jessica Lunsford Act. The successful vendor(s) must submit completed Attachment A, "Sworn Statement Pursuant to Section 1012.465, Florida Statutes as amended by the HB1877, The Jessica Lunsford Act" before being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Vendor's Signature)

ST. JOHNS COUNTY SCHOOL DISTRICT

SWORN STATEMENT PURSUANT TO SECTIONS 1012.465 AND 1012.467,
FLORIDA STATUTES, THE JESSICA LUNSFORD ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the School Board of St. Johns County, Florida (Hereinafter "Board" or "School Board")
by _____
(Print individual's name and title)

for _____ whose
(Print Name of entity submitting sworn statement)

business address is _____

and its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN,
include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this sworn statement on
(Print individual's name and title)

behalf of _____
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or
"Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amended the background screening requirements of Section 1012.465, Florida Statutes (2004) for all
non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district
employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass
"level 2 background screening", and further, I understand the Act defines "contractual personnel" to include any vendor,
individual, or entity under contract with the Board.

5. I understand that pursuant to Section 1012.465, Florida Statutes, non-instructional school district employees or contractual
personnel who are permitted access on school grounds when students are present, who have direct contact with students or who
have access to or control of school funds must meet level 2 screening requirements as described in Sections 1012.32 and
435.04, Florida Statutes.

6. I further understand that Section 1012.467, Florida Statutes (2007) requires a fingerprint-based criminal history check for all
"non-instructional contractors," which is defined as any individual who received remuneration for services performed for the
school district or a school, but who is not otherwise considered an employee of the school district. "Non-instructional
contractor" includes any employee of a contractor who performed services for the school district or the school under the
contract and any subcontractor and its employees who are permitted access to school grounds when students are present, whose
performance of the contract with the school or school board are not anticipated to result in direct contact with students, and for
whom anticipated contact would be infrequent and incidental.

7. I understand that as a _____ (e.g. A private bus service
(Print Name of entity)
contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements
as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board of St. Johns County,
Florida. In addition, all "non-instructional contractors" must meet the screening requirements outlined in Section 1012.467,
Florida Statutes.

Initials

8. I understand that "level 2 screening requirements", as defined in Sections 1012.32 and 435.04, and the background check required by Section 1012.467, Florida Statutes means that fingerprints of all contractual personnel and non-instructional contractors must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
9. I understand that the School Board will implement local procedures to comply with screening requirements, as defined in Sections 1012.32, 1012.467 and 435.04. I understand that my company must comply with these local procedures as they are developed.
10. I understand that any costs and fees associated with the required background screening will be borne by my company.
11. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds. In addition, any personnel of the contractor found to have been convicted of any offenses listed in Section 1012.467(2)(g), shall not be permitted access on school grounds.
12. I understand that the failure of any of the company's or my affected personnel to meet the screening standards as required by Sections 1012.465 and 1012.467, Florida Statutes, may disqualify my company from doing business with the School Board.
13. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced Identification _____

Notary Public – State of _____

(Type of Identification)
My commission expires _____

(Printed typed or stamped commissioned name of notary public)

RFP 2010-09 COPIER LEASE

ST. JOHNS COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSAL - SPECIAL CONDITIONS

1.0 INTRODUCTION/BACKGROUND

- 1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting proposals from qualified firms for a copier lease program covering all schools and departments in the District.
- 1.2 The District's current copier lease program covers 132 copiers at various locations within the District. Due to budget issues, it is anticipated that the number of copiers for the next lease period will decrease. The current copier lease will expire in September 2010.
- 1.3 The District anticipates growth in student population of approximately 500 students per year for the next five years.

2.0 INSTRUCTIONS FOR RFP SUBMITTAL

- 2.1 All proposals must be received no later than, May 28, 2010 @1:30 PM and must be delivered to:

St. Johns County School District
Purchasing Department
40 Orange Street
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated.

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original proposal and one complete copy of the proposal (excluding copier literature) on a cd in pdf format must be sealed in one package and clearly labeled "RFP # 2010-09 Copier Lease " on the outside of the package. The copy of the proposal on a cd must be one document. Copier literature is not required to be on the cd. The legal name, address, proposer's contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original proposal with a manual signature will result in rejection of the bid.
- 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

EXHIBIT B

RFP 2010-09 COPIER LEASE

- 2.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.

3.0 AWARD

- 3.1 The District reserves the right to accept or reject any or all proposals.
- 3.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 3.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 3.4 The District reserves the right to conduct interviews with any of the proposers and to require a formal presentation by any of the proposers.
- 3.5 The Board will pursue negotiation of a lease with the proposer whose proposal it determines to be in the best interest of the District in the exercise of its judgment and discretion, based on the procedures and criteria of this RFP.
- 3.6 It is the intent of the District to award this RFP to a single vendor, however, the District reserves the right to award this RFP to multiple vendors if it determines that a multiple award is in its best interest.

4.0 LEASE/RENEWAL

- 4.1 The term of this lease shall commence October 1, 2010. The District, in its sole discretion will determine through the evaluation of proposals received, the duration of the lease term that it determines to be in its best interest. It is anticipated that the initial term will be 36, 48 or 60 months. At the end of the initial term, the District reserves the right to extend the lease for up to two (2) additional one-year terms.
- 4.2 All terms and conditions of this RFP, and any addenda, will be incorporated into the lease by reference. The remaining terms will be negotiated as provided in Section 12.2 but in no event will the final lease terms be less advantageous to the

RFP 2010-09 COPIER LEASE

District than the terms specified in the General Conditions and these Special Conditions.

- 4.3 The District reserves the right to disregard any provisions of any RFP response that proposes terms or conditions that are contrary to or inconsistent with the General Conditions and Special Conditions. The District reserves the right to reject any such response as non-responsive.

5.0 RFP INQUIRIES/NOTICES

- 5.1 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than May 17, 2010 @ Noon to:

Frank Clark
Director of Purchasing
clarkf@stjohns.k12.fl.us

All questions will be answered via posting to the website no later than May 19, 2010 @ 5:00 PM.

- 5.2 Copies of addenda will be made available for inspection at the District's Purchasing Department where RFP documents will be kept on file.
- 5.3 No RFP addenda will be issued later than May 19, 2010, except an addendum (i) withdrawing the RFP, (ii) postponing of the date for receipt of proposals, or (iii) responding to proposers' questions.
- 5.4 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the District web site – www.stjohns.k12.fl.us under the Bids/RFP section.
- 5.5 Proposals submitted shall be subject to public records disclosure in accordance with Florida Statute 119.071(1).

6.0 SCOPE OF SERVICES

- 6.1 This RFP is for the lease of black and white copiers for a period of 36, 48 or 60 months, as determined by the District to be in its best interest. The monthly lease cost shall be fixed for the entire term of the lease.
- 6.2 The District requires that the monthly lease cost include the following:
- All supplies (excluding paper), including toner and staples
 - Unlimited copies
 - Unlimited service and maintenance

RFP 2010-09 COPIER LEASE

- 6.3 The District requires that all copiers furnished under the lease must meet the minimum requirements as set forth in Attachment A – Minimum Copier Requirements.
- 6.4 The awarded vendor will be required to provide two toner cartridges upon delivery and installation of each copier and shall supply new toner cartridges to ensure that each school and department has an extra cartridge on hand at all times during the term of the lease.
- 6.5 The awarded vendor will be required to provide service and maintenance as specified in Attachment B for the entire lease period.

7.0 FINANCIAL REQUIREMENTS

- 7.1 The financial requirements governing the lease are detailed in attachment C.

8.0 DELIVERY, SET UP, INSTALLATION AND TRAINING REQUIREMENTS

- 8.1 The awarded vendor will be required to adhere to the delivery, set up, installation requirements and training requirements as follows.
- 8.2 Must deliver, set up and install copiers between September 15, 2010 and October 1, 2010 at school and department locations noted in Attachment D.
- 8.3 Must provide complete training in all required locations in St. Johns County School District at no cost to the District.
- 8.4 Must provide on-going training on an “as needed basis” by individual schools at no additional cost to the District.
- 8.5 In the event the District requires a leased copier to be moved from one location to another, the awarded vendor will be responsible for the move with no cost to the District.

9.0 COPIER LIST, USAGE, AND NEEDS

- 9.1 The District’s current inventory of leased copiers and estimated print volume is stated in Attachment E. The volumes indicated in this attachment are average annual volumes and consist of copy, print and fax jobs. The District cannot accurately predict future volume and makes no guarantee of future volume.
- 9.2 The District is interested in proposals for copiers based on the following copies per minute rating:

Low Volume:	30-40 CPM
Medium Volume:	41-60 CPM
Large Volume:	61-80 CPM

RFP 2010-09 COPIER LEASE

Even though the District has copiers rated above 80 CPM on its current lease, it does not require that copiers rated higher than 80 CPM be included in vendor proposals. It is anticipated that users of the LP (light production) models will convert to a large volume (60-80 CPM) copier. As noted in Attachment E, the lease initially will cover an estimated 99 copiers. However, that number is subject to change by up to plus or minus 15 copiers (as schools finalize their budgets for the coming year). The District will make every effort to provide the awarded vendor with a firm count of copiers no later than 45 days prior to the end of the current lease.

- 9.3 The lease will allow the District to add or delete copiers during the term, within 10% of the initial quantity, with a commensurate adjustment in rental and other charges.

10.0 DISTRICT RESPONSIBILITIES

- 10.1 The District will be responsible to install network drops and electrical outlets if required.
- 10.2 The District will be responsible for setting up IP addresses.
- 10.3 The District will work with the current copier vendor for removal of existing leased copiers.

11.0 LITERATURE

- 11.1 Each proposal must include manufacturer's literature for the copiers being proposed.

12.0 RFP EVALUATION AND CRITERIA

- 12.1 The evaluation of proposals will consist of a two-phase process.

Phase One

Phase One will consist of an evaluation by the Director of Purchasing of all responsive and responsible proposals based upon the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
General Company Information	25
Financial Strength	25
Service and Support Capability	50
Base Machine Pricing	<u>200</u>
Total Possible Points	300

General Company Information – Proposers should include in their proposals information regarding their company background, years in business, location, award recognition and any other information relevant to the company's operation.

RFP 2010-09 COPIER LEASE

Financial Strength – Proposers must include the audited financial statements for their two most recent calendar or fiscal years. The District will evaluate each respondent's financial strength based upon these statements.

Service and Support Capability – Proposers must include detailed information regarding their ability to service and support the copiers that they are proposing. This should include information regarding the service staff that will be assigned to perform service for the copiers that will be located in the District, including the name, training and experience of the service manager and staff.

Base Machine Pricing – Base machine pricing will be determined as follows: The estimated number of copiers in each of the Low, Medium and High Volume categories as set forth in the Current Copier Summary in Attachment E will be multiplied by the proposer's base copier price from its Pricing Sheet for that volume category. The resulting products will then be added to arrive at each proposer's base machine pricing. Only the base copier price for 36 months listed in the proposer's Pricing Sheet for each volume category will be used in determining the proposer's base machine pricing.

The proposer offering the lowest base machine pricing will receive the maximum possible points (200). Other proposers will be awarded points based on the following formula.

$(N/X)*C= Z$, where

N = Lowest price submitted

X = Respondent's price

C = Total number of available points (200)

Z = Points awarded

The results from Phase One will be used to rank the proposers based on the total number of points awarded.

Phase Two

Phase Two shall consist of an evaluation of functionality of proposed copiers.

The District will select the three highest ranked proposers (finalists) to provide copier demonstrations to members of the District purchasing staff, school secretaries and bookkeepers, and administrative staff. Copier demonstrations shall consist of both vendor demonstrations and hands on use by staff members. Each finalist will be required to provide one medium volume copier for demonstration. The copier provided for demonstration must be the same make and model as the copier being proposed.

Each participating staff will individually assign points from zero to 100 for each finalist based on the copier demonstrations and hands on use, with the following areas being reviewed, and with each of the four areas eligible for up to 25 points.

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- Ease of use of equipment
- Ease of self maintenance (i.e. paper jams, toner cartridge replacement)
- Options available
- Durability of equipment

Points assigned by each staff member for each of the top three finalists will be totaled and averaged. Each finalist's averaged points will be added to the points awarded in Phase One. The finalists will then be ranked based on the total number of points awarded from Phase One and Phase Two of the evaluation.

- 12.2 Upon completion of Phase Two, the Director of Purchasing will recommend to the Board that it authorize District staff to pursue negotiation of a lease with the highest ranked finalist. If a satisfactory lease cannot be negotiated within 30 days for presentation to the Board, negotiations with the highest ranked finalist will be terminated at the discretion of the District and negotiations will commence with the second highest ranked finalist. This process shall continue until a satisfactory lease is reached with one of the finalists, subject to acceptance an final approval by the Board. If a lease cannot be reached with any of the finalists, the District reserves the right to acquire services specified in this solicitation from any vendor of its choosing through direct negotiation, in accordance with Florida Department of Education rules.
- 12.3 During the negotiation process, a finalist shall not propose or require lease terms or conditions that are contrary to or inconsistent with the terms and requirements of the Special Conditions and General Conditions.

13.0 INSURANCE REQUIREMENTS

It is mandatory that the proposer have minimum liability limits of \$1,000,000.00 for both Comprehensive General Liability and Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful proposer must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer. **Successful vendor must list St. Johns County School Board as an additional insured.**

14.0 VENDOR PAYMENT

The St. Johns County School District requires all proposers responding to this bid to accept payment via an agreed upon electronic method.

RFP 2010-09 COPIER LEASE

15.0 PREPARATION AND SUBMISSION OF PROPOSALS

15.1 Proposers are requested to organize their proposals in the following sequence.

15.2 **RFP Cover Sheet:** Required response form (page 1 of RFP) with all required information completed and all signatures as specified

15.3 **Debarment Form**

15.4 **Drug Free Workplace Certification**

15.5 **Jessica Lunsford Act Statement:** This form must be notarized.

15.6 **Insurance Coverage:** Insurance certificates evidencing coverage as specified in section 13.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to the commencement of any work under this RFP.

15.7 **Proposal**

General Company Information
Financial Statements
Service and Support Capability
Pricing Sheets
Literature

15.8 **Copy of proposal on CD**

MINIMUM COPIER REQUIREMENTS

1. All copiers and accessories proposed must be NEW and the most current production models of the particular copier manufacturer.
2. All copiers furnished by the awarded vendor must be from the same manufacturer.
3. The copiers proposed must be able to produce to the District's satisfaction, acceptable copies on labels, white & color paper and transparencies.
4. A start-up of supplies, drum/film belt, fuser and pressure rollers, toner, and a minimum of two (2) paper cassettes are to be installed in the copier(s) at No Additional Cost.
5. All yields are to be based upon 6% coverage.
6. Must be Indirect Electro photographic Method (dry process).
7. Original table must be stationary.
8. Must have acceptable copy paper sizes of 5-1/2" x 8-1/2", 8-1/2" x 11", and 8-1/2" x 14". Copiers capable of producing copies on 11" x 17" may also be included in proposals, however, the District does not anticipate requiring copies of this size for leased copiers.
9. Must be able to use 20 lb. copy paper for copying.
10. Multiple copying for 1 to 999 copies.
11. Must have an automatic exposure control with manual override.
12. Must have zoom reduction and enlargement of 64% to 141% (minimum).
13. Must have "Auto" document feed.
14. Must have a single sheet by-pass for medium and large CPM copiers.
15. Power supply not to exceed 120v, 60 Hz for all copiers. If a machine proposed requires a different usage, the proposer will bear the responsibility of changing the plug.
16. Must have capability of copier usage control/tracking by user account. The District will require reports that show # copies made by machine. Additionally, if the copier is set up with user accounts, the reports must indicate the # of copies by user account. **Reports must be provided monthly to the Purchasing Department.**
17. All copiers proposed must be network ready with the print capability from computers.
18. All copiers must be able to scan to email.
19. Paper capacity trays must be an optional feature.

SERVICE REQUIREMENTS

1. Service must cover ALL parts including drum, labor and call charges for the life of the contract.
2. Service calls must have a response time of 4 business hours or less after notification of equipment failure. A telephone call, unless it results in problem resolution shall not be deemed an acceptable service response.
3. Must guarantee to complete 95% of repairs during the service call. This means that any repair must be able to be completed at the time of the service call by the factory trained service technician (on site) 95% of the time.
4. Must have factory trained service technicians who are qualified to repair the new and current model copiers being proposed. Confirmation required on manufacturer's letterhead listing factory trained technicians and the copier(s) they are qualified to service. Letter must be signed by an officer of the manufacturing company.
5. Awarded vendor must have sufficient number of factory-trained technicians to maintain and service all copiers within the time period in item #2 above. Factory trained technicians must be living within a 50 mile radius of St. Johns County School Board Central Office and be employed full time by successful vendor at time of award.
6. Awarded vendor must maintain adequate local parts inventory to service copiers as required and certifies repair parts availability for seven (7) years from the procurement (lease inception) date.
7. The District reserves the right to determine the performance of copiers during the life of the lease and require replacement at no additional cost to the District.
8. Copier repair must be made when determined by the District.
9. In the event a copier cannot be repaired within sixteen (16) working hours from the request for service, the awarded vendor must provide a loaner copier of the same functionality. The loaner copier will be provided at no cost to the District. If a loaner copier is not available beginning after the expiration of the sixteen (16) working hours, the District will be credited one-thirtieth (1/30) of the monthly lease cost for each day the copier is inoperable.
10. Awarded vendor must maintain and provide individual equipment service history during the life of the contract. History to include preventative maintenance, part replacements, service dates and technician. **Reports to be provided monthly to the Purchasing Department.**

FINANCIAL REQUIREMENTS

Term. It is understood that St. Johns County School District intends to lease the copiers for a period of 36, 48 or 60 months as determined to be in the District's best interest in the exercise of its judgment and discretion. The District shall have the option at the end of the initial lease term to extend the lease for up to two (2) additional one-year terms.

Quantity Reduction. It is further understood that should the Florida Department of Education reduce statewide funding for all school districts, the District shall have the option of returning 10% percent of copiers leased, or the number leased equal to the percent of reduction in base student allocation funding, whichever is greater, without liability or penalty. In that event, all charges attributable to the returned copiers shall be deducted from the charges thereafter becoming due under the lease.

Other Requirements.

1. The successful vendor must finance copiers. St. Johns County School District will write a check to the successful vendor directly each month. **The District will not agree to assignment of the lease to any other party. Assignment of the contract by the awarded vendor will be grounds for immediate termination with no financial liability to the District.**
2. Invoicing must be done in arrears. The lease term shall commence on October 1, 2010 with a first invoice date of November 1, 2010.
3. The successful vendor must pay UCCI-1 filing costs on term lease transactions, if applicable.
4. There shall not be any down payment requirement.
5. Must have a NO CHARGE manufacturer's replacement guarantee for the same term as the lease. No charge means the manufacturer's replacement guarantee of both parts and entire unit. This is for machines that can or cannot be repaired or are defective. If the machine can be repaired we expect no charge for the parts and service. At some point, the School District will require a replacement if the machine cannot perform according to specifications.
6. The District shall have the option to upgrade or downgrade any copier at any time during the lease. The District agrees that on upgraded copiers, the monthly rental cost of the upgraded copier shall apply for the remaining term of the lease. The awarded vendor agrees that on downgraded copiers, the monthly rate of the downsized copier shall apply for the remaining term of the lease. Upgrade refers to a copy machine that the District desires to add options to, such as adding an additional paper tray or adding fax capability. Downgrade refers to a copy machine that the District desires to remove options from, such as removing a paper tray, or removing fax capability.

RFP 2010-09 COPIER LEASE ATTACHMENT C

7. If the District requires additional copiers above the initial quantity provided to the awarded vendor, the lease term for the additional copiers shall be for the number of months remaining on the lease.
8. Seller is responsible for personal property tax or any other taxes, if applicable.
9. The District shall maintain insurance coverage on equipment covered under the lease for not less than the full replacement value.

ATTACHMENT D
SCHOOL AND LOCATION LISTING

<u>SCHOOL/DEPARTMENT</u>	<u>ADDRESS</u>
BARTRAM	7399 Longleaf Pine Parkway, St. Johns, FL 32259
CREEKSIDE	100 Knights Lane, Saint Johns, FL 32259
CROOKSHANK	1455 N. Whitney Street, St. Augustine, FL 32084-2499
CUNNINGHAM	1205 Roberts Road, St. Johns, FL 32259-8927
DURBIN	4100 Race Track Road, St. Johns, FL 32259
EVELYN HAMBLEN	1 Christopher Street, St. Augustine, FL 32084-4056
FRUIT COVE	3180 Race Track Road, St. Johns, FL 32259
HARTLEY	260 Cacique Drive, St. Augustine, FL 32086-8827
HICKORY CREEK	235 Hickory Creek Trail, St. Johns, FL 32259
HUNT	125 Magnolia Drive, St. Augustine, FL 32080-4684
JULINGTON	2316 Race Track Road, St. Johns, FL 32259-4299
KETTERLINUS	67 Orange Street, St. Augustine, FL 32084-3565
LANDRUM	230 Landrum Lane, Ponte Vedra Beach, FL 32082-3831
LIBERTY PINES	10901 Russell Sampson Rd., Saint Johns, FL 32259
MASON	207 Mason Manatee Way, St. Augustine, FL 32086-9373
MENENDEZ	600 State Road 206 West, St. Augustine, FL 32086-7968
MILL CREEK	3750 International Golf Parkway, St. Augustine, FL 32092-0671
MURRAY	150 North Holmes Boulevard, St. Augustine, FL 32084-0930
NEASE	10550 Ray Road, Ponte Vedra, FL 32081
OCEAN PALMS	355 Landrum Lane, Ponte Vedra Beach, FL 32082-3828
OSCEOLA	1605 Osceola Elementary Road, St. Augustine, FL 32084-0914
PACETTI BAY	245 Meadowlark Lane, St. Augustine, FL 32092
PONTE VEDRA HS	460 Davis Park Road, Ponte Vedra, Florida 32081

ATTACHMENT D
SCHOOL AND LOCATION LISTING

<u>SCHOOL/DEPARTMENT</u>	<u>ADDRESS</u>
PV RAWLINGS	630 A1A North, Ponte Vedra Beach, FL 32082-2794
ROGERS	6250 US 1 South, St. Augustine, FL 32086-7665
SAHS	3205 Vareilla Avenue, St. Augustine, FL 32084-2096
SEBASTIAN	2955 Lewis Speedway, St. Augustine, FL 32084-8636
SJTHS	2980 Collins Avenue, St. Augustine, FL 32084-1919
SOUTH WOODS	4750 SR206 West, Elkton, FL 32033
SWITZERLAND	777 Greenbriar Road, St. Johns, FL 32259-8336
TIMBERLIN CREEK	555 Pine Tree Lane, St. Augustine, FL 32092
WARDS CREEK	6555 State Road 16, St. Augustine, FL 32092
WEBSTER	420 North Orange Street, St. Augustine, FL 32084-0665
ADMINISTRATION	40 Orange Street, St. Augustine, FL 32084
MAINTENANCE DEPT	299 School House Road, St. Augustine, FL 32084
O'CONNELL CENTER	3720 International Golf Parkway, St. Augustine, Florida 32092
FULLERWOOD CENTER	10 Hildreth Drive, St. Augustine, Florida 32084
PURCHASING WAREHOUSE BUILDING "J"	2980 Collins Avenue, St. Augustine, Florida 32084
TRANSPORATION CROOKSHANK	1455 North Whitney Street, St. Augustine, Florida 32084
TRANSPORATION NEASE	10550 Ray Road, Ponte Vedra, Florida 32081
YATES CENTER	47 Orange Street, St. Augustine, Florida 32084

Volume Rating	Low 35 CPM	Medium 42 CPM	High 75 CPM	LP 92 CPM	Total
Copies per Minute	32	68	28	4	132
Current Quantity of Copiers	74,941	145,688	950,389	1,041,724	326,384
Estimated Annual Volume Per Copier					
Estimated Annual Volume By Copier Volume Rating	2,398,121	9,906,797	26,610,882	4,166,898	43,082,698
Estimated # of copiers for next contract period	24	51	24	0	99

HIGH VOLUME (60-75 CPM)

Manufacture Name _____
Model #: _____
CPM _____
Monthly Duty Cycle _____

Monthly Cost	36 month lease	48 month lease	60 month lease
Base Copier			
Duplexing			
Automatic Document Handler			
Copier Stand			
Finisher/Stapler			
3-Hole Punch			
1500 Sheet Tray			
Lrg. Cap. Paper Tray (3,500 sheets)			
Faxing Capability			
Hard Drive (vendor to specify size)			

IF THE MODEL BEING BID DOES NOT HAVE THE EXACT NUMBER OF SHEETS PER PAPER TRAY AS ABOVE, BIDDERS ARE INSTRUCTED TO WRITE IN THE NUMBER OF SHEETS FOR THE MODEL BEING BID

Vendor Name _____

Printed Name of Authorized Individual _____

Signature _____

MEDIUM VOLUME (40 - 60 CPM)

Manufacture Name _____
Model #: _____
CPM _____
Monthly Duty Cycle _____

Monthly Cost	36 month lease	48 month lease	60 month lease
Base Copier			
Duplexing			
Automatic Document Handler			
Copier Stand			
Finisher/Stapler			
3-Hole Punch			
1500 Sheet Paper Tray			
2000 Sheet Paper Tray			
Lrg. Cap. Paper Tray (2,500 sheets)			
Faxing Capability			
Hard Drive (vendor to specify size)			

IF THE MODEL BEING BID DOES NOT HAVE THE EXACT NUMBER OF SHEETS PER PAPER TRAY AS ABOVE, BIDDERS ARE INSTRUCTED TO WRITE IN THE NUMBER OF SHEETS FOR THE MODEL BEING BID

Vendor Name _____

Printed Name of Authorized Individual _____

Signature _____

LOW VOLUME (30 - 40 CPM)

Manufacture Name

Model #:

CPM

Monthly Duty Cycle

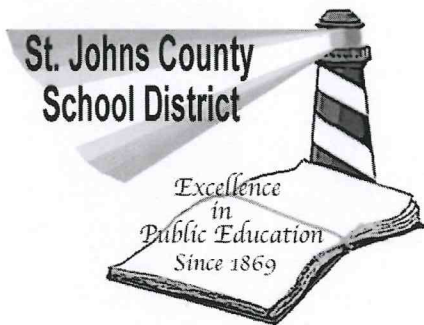
Monthly Cost	36 month lease	48 month lease	60 month lease
Base Copier			
Duplexing			
Automatic Document Handler			
Copier Stand			
Finisher/Stapler			
3-Hole Punch			
1100 Sheet PaperTray			
Lrg. Cap. Paper Tray (2,500 sheets)			
Faxing Capability			

IF THE MODEL BEING BID DOES NOT HAVE THE EXACT NUMBER OF SHEETS PER PAPER TRAY AS ABOVE, BIDDERS ARE INSTRUCTED TO WRITE IN THE NUMBER OF SHEETS FOR THE MODEL BEING BID

Vendor Name _____

Printed Name of Authorized Individual _____

Signature _____



ST. JOHNS COUNTY SCHOOL DISTRICT

Purchasing Department

40 Orange Street
St. Augustine, Florida 32084
Telephone (904) 547-7700 FAX (904) 547-7705

Frank Clark, C.P.M.
Director of Purchasing

School Board Administration Center
Historic St. Augustine

May 19, 2010

TO ALL VENDORS:

The purpose of this letter is to serve as addendum #1 to RFP # 2010-09 Copier Lease
The following is a list of questions that were asked and the District's responses:

1. Where can I find a copy of your current contract?

Answer: This information is available on the District web site (www.stjohns.k12.fl.us) under Financial Transparency.

2. Can you clarify "unlimited copies"? Are you meaning that you all just want one cost per copy across the board with no commitment? I am "assuming" that is what you are looking for but my manager wanted me to clarify.

Answer: The District is seeking a flat monthly cost per copier (as noted on the pricing sheet) with unlimited copies and service included in the flat monthly cost. We are not seeking a cost per copy, but rather a flat monthly lease cost regardless of the number of copies produced.

3. You only want pricing on 99 devices and not 132?

Answer: The District's current copier inventory is 132. We anticipate that number will decrease to 99 due to budget constraints. Additionally, the initial number of copiers may be decreased or increased by up to 15 copiers as schools finalize their budgets for the next school year.

4. Regarding the "potential downgrade of the 15 devices", is that in addition to going from 132 to 99 to make the possible new number 84 machines?

Answer: Yes, the possible number of new machines could be as low as 84, depending on final counts from the schools and departments.

5. I wanted to inquire to see if you have released any addendums or have any pre-bid meetings scheduled.

EXHIBIT C

Answer: All addenda, if any, are posted to our web site. There is no pre-bid meeting scheduled at the present time.

6. #8 of the Minimum Copier Requirements establishes the Districts intent and preference to lease A4 type (paper size up to 8-1/2" X 14") multifunction equipment. This should result in a significant cost decrease to the District versus a multifunction solution with 11" X 17" machine capabilities. To our knowledge, no equipment manufacturer produces an A4 machine that will satisfy the District's Large Volume (61-80 PPM) classification.

In order to satisfy the District's main intent of the RFP, as defined in Section 3.6, "to award the RFP to a single vendor, however, the District reserves the right to award this RFP to multiple vendors if it determines that a multiple award is in it's best interest."

We request that #2 of the Minimum Copier Requirements, "all copiers furnished by the awarded vendor must be from the same manufacturer" be removed. Most responding vendors support two or more multifunction product lines. Allowing the responding vendor to propose the best hardware solution based on your copies per minute rating system (regardless of manufacturer) will promote the best interest for the District.

Answer: It is the District's preference to have copiers of the same manufacturer in all locations in the District. However, the District will permit vendors to submit pricing from no more than two different copier manufacturers, provided there shall only be one manufacturer for each volume category, and no more than one pricing sheet may be submitted for each volume category.

7. If the request above, for #2 of the Minimum Copier Requirements, "all copiers furnished by the awarded vendor must be from the same manufacturer" to be removed is denied we request the following, the RFP does not establish any limits to the number of proposals that a responding vendor can make. We ask the District to allow a responding vendor to submit up to 2 RFP proposals.

Answer: N/A. See response to question #6.

8. We ask the District to agree to the following addition under General Conditions, paragraph 23, Termination:
"In the event the "District" elects to terminate the contract with a 30 day written notice the "Contractor" shall retain the right to access the District an early termination fee (other than for reason of State of Florida non-appropriations) as defined by the following basis: Early termination fee shall not exceed the number of months remaining in the contract term times the fixed monthly base charge per machine"

Answer: The District will not modify paragraph 23 under General Conditions.