

16. Authorize Proprietary Source and approve the issuance of a Miscellaneous Term Contract - M-437-04/BJC - for County-wide Copier Service Maintenance Agreement, with Lanier Worldwide, Inc., Orlando.

M-437-04/BJC will provide for the services in connection with the County's use of the copying equipment owned by the County. The County will compensate Lanier Worldwide, Inc, of a range of \$.0095 - .015 per copy based on Exhibit "A" Schedule, which provides a list of equipment covered by this service agreement. This list is updated annually through amendment. Lanier Worldwide, Inc., will maintain their equipment, should the County request replacements in accordance with the Agreement.

Digital copier service fees are based on pricing stated on the University of Florida Contract #02K-1YCA awarded to Lanier. This agreement shall take effect on the date of its execution by the County and shall run for an initial period of two (2) years and the estimated contract value for the two-year period is \$120,000.00. Authorization for performance of services by the Contractor under this agreement shall be in the form of written Purchase Orders issued and executed by the County on an as-needed basis and as directed by the County Project Manager.

Administrative Services/Support Services Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project, authorize the Proprietary Source and authorize the County Manager to execute the contract as approved and prepared by the County Attorney's Office.

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MISCELLANEOUS TERM CONTRACT FOR COPIER SERVICE MAINTENANCE
(M-437/04/BJC)

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and LANIER WORLDWIDE, INC., a corporation existing under the laws of the State of Florida, whose address is 1991 Summit Park Drive, Orlando, Florida 32810, hereinafter referred to as "LANIER".

W I T N E S S E T H:

In consideration of the mutual terms and conditions hereinafter set forth, COUNTY and LANIER agree as follows:

SECTION 1. OBLIGATIONS OF LANIER. LANIER hereby agrees to provide the following services in connection with COUNTY's use of the copying equipment owned by COUNTY and identified in the attached Exhibit "A" which is incorporated by reference as if fully set forth:

- (a) Train COUNTY personnel in the operation of said equipment.
- (b) Perform preventative maintenance and cleaning, make inspections, adjustments, and repairs, replace all defective parts without additional charge to COUNTY, except LANIER's obligation shall not include maintenance and repairs resulting from causes other than normal wear, specifically abuse or misuse of equipment, theft, and service conducted by personnel other than those of LANIER or its agent.
- (c) Supply to COUNTY all of the supplies, excluding paper and staples that are required to operate said copying equipment.

(d) Contact the COUNTY's Support Services Manager or his designee on or about the first week following the end of each quarter to obtain copy counts for each copier covered by this Agreement.

(e) LANIER shall provide a response time of four (4) business hours to repair equipment after receiving notice from the COUNTY of a malfunction of the equipment.

(f) LANIER shall deliver a copier on loan at no charge for use by the COUNTY if a copier covered by this Agreement is in a downtime mode for eight (8) consecutive hours. Downtime is defined as anytime a copier fails to produce a copy when the print button is pressed.

(g) At the COUNTY's option, LANIER shall provide a replacement copier of the same or comparable model to replace any LANIER copier that does not perform satisfactorily.

(h) LANIER shall guarantee parts availability for seven (7) years after the date of purchase of a LANIER copier.

SECTION 2. OBLIGATIONS OF COUNTY. COUNTY hereby agrees to the following:

(a) To promptly notify LANIER of any problems with a malfunction of said equipment.

(b) To allow LANIER access to clean, inspect, or repair said equipment.

(c) To provide suitable electrical service and maintain proper environmental conditions as are required by said equipment.

SECTION 3. TIME AND PLACE FOR PERFORMANCE. Except as otherwise stated herein, all maintenance, cleaning adjustments, repairs, and

provision of supplies shall be performed during normal business hours at the locations set forth in the attached Exhibit "A".

SECTION 4. PAYMENT BY COUNTY. In consideration of the promises and faithful performance by LANIER of its obligations herein assumed, COUNTY agrees to pay LANIER according to the pricing schedule for copies set forth on the attached Exhibit "A".

SECTION 5. PAYMENT TERMS.

(a) COUNTY shall make available to LANIER on or about the end of the first week following each quarter the previous quarter's copy count.

(b) LANIER shall render to COUNTY at the close of each quarter an itemized invoice properly dated describing the services rendered, the cost of the services, the name and address of LANIER, this Contract Number and all other information required, if any, by this Agreement. The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

A duplicate of the invoice shall be sent to:

Support Services Manager
Administrative Services Department
Support Services Division
200 West County Home Road
Sanford, Florida 32773-6179

Any downtime in excess of two percent (2%) as calculated to mean twelve (12) hours per quarter will result in a reimbursement or invoice payment deduction of NINE AND NO/100 DOLLARS (\$9.00) per day based upon a nine (9) hour work day. Downtime is defined as any time a copier fails to produce a copy when the print button is pressed.

(c) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of LANIER's invoice.

(d) This Agreement authorizes provision of services to COUNTY not to exceed ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) during the initial two (2) year term of this Agreement and any renewal period. Payment for any services in excess of said amount shall require separate authorization from the COUNTY.

(e) LANIER may increase the rate charged under this Agreement at the beginning of each anniversary period, providing LANIER advises COUNTY in writing thirty (30) days prior to anniversary date and COUNTY provides written consent thereto.

SECTION 6. TERM OF AGREEMENT. The term of this Agreement shall begin on June 25, 2004, notwithstanding the date the Agreement is signed by the parties and shall run for a period of two (2) years with two (2) renewal periods of two (2) years each, unless terminated at least thirty (30) days prior to the anniversary date of the Agreement. LANIER shall, in writing, at least thirty (30) days prior to the renewal date of this Agreement, advise COUNTY of any changes in the rates, terms, or conditions of the Agreement.

SECTION 7. RECONDITIONING.

(a) When, in the opinion of either party, a shop reconditioning is necessary because normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, LANIER will submit a cost estimate of needed repairs. The COUNTY may in its sole discretion authorize such work. If the COUNTY does not authorize the recondition-

ing, LANIER, at the expiration of the then existing term, may refuse to continue service of the unit under this Agreement.

(b) If the COUNTY does authorize reconditioning, LANIER agrees to supply a loaner copier with equivalent features and capabilities to be used by the COUNTY until such time that the reconditioned machine is returned to the COUNTY. LANIER agrees that there shall be no maintenance charges on the loaner machine.

SECTION 8. MODIFICATION AND TERMINATION. Modification shall be by mutual written consent and termination shall be by thirty (30) day written notice by either party, or at the option of COUNTY, immediately in the event of any of the terms, covenants, or agreements of this Agreement have been violated.

SECTION 9. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

For LANIER:

Al Hines, Director of Operations
Lanier Worldwide, Inc.
1991 Summit Park Drive, Suite 2000
Orlando, Florida 32810

For COUNTY:

Meloney Lung
Support Services Manager
Administrative Services Department
200 West County Home Road
Sanford, Florida 32773-6179

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 10. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement the relationship of LANIER to COUNTY is that of independent con-

tractor. No statement contained in this Agreement shall be construed so as to find the agents or employees of LANIER to be employees of COUNTY, and the agents or employees of LANIER shall be entitled to none of the rights, privileges, or benefits of Seminole County employees.

SECTION 11. INDEMNIFICATION. LANIER shall indemnify and save harmless COUNTY, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of or in any way connected with the services provided for this Agreement.

SECTION 12. ASSIGNMENT. No assignment of any rights hereunder shall be valid unless consented to in writing by the parties to this Agreement.

SECTION 13. CONFLICT OF INTEREST.

(a) LANIER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) LANIER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of LANIER to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

SECTION 14. INSURANCE. LANIER shall maintain in force at all times during the services to be performed such insurance including Worker's Compensation as may be required by law.

SECTION 15. ENTIRE AGREEMENT. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes herein expressed.

ATTEST:

LANIER WORLDWIDE, INC.

, Secretary

By: _____
AL HINES
Director of Operations

(CORPORATE SEAL)

Date: _____

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WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
5/3/04 5/5/04
m-437

Attachment:
Exhibit "A" - List of Equipment and Compensation Structure

EXHIBIT "A"

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MODEL	SERIAL	LOCATION	ADDRESS
The County shall compensate Lanier in the sum of \$.015 per copy made on the following copiers:			
LANIER-5613	39301874	ANIMAL SHELTER	232 BUSH BLVD.
LANIER-5613	39302172	S.E. REGION WTP #2	3300 DYKE ROAD
LANIER-5613	39301778	OSCEOLA LANDFILL	1930 OSCEOLA ROAD GENEVA
The County shall compensate Lanier in the sum of \$.0105 per copy made on the following copiers:			
LANIER-5222D	90041	HISTORICAL MUSEUM	308 BUSH BLVD.
LANIER-5222D	90002	BUILDING ADMIN.	1101 EAST FIRST ST. SANFORD 1st Floor WEST WING
LANIER-5222D	1070166	S.E. REGION WTP #1	3300 DYKE ROAD
LANIER-5222D	1080719	GREENWAY WTP/GREENWOOD	701 GREENWAY BLVD
LANIER-5227D	80092	COUNTY ATTORNEY: CSB	1101 E. 1ST. (CSB) 3rd Floor WEST WING
LANIER-5227D	1060084	FLEET ADMIN.	141 BUSH LOOP
LANIER-5235D	9877121	CIRCUIT COURT	301 N. PARK AVE. SANFORD 3rd Floor ROOM N- 301
LANIER-5235D	9877130	HUMAN RESOURCES	1101 E. 1ST. (CSB) 3rd Floor. EAST WING
LANIER-5235D	9877299	INFORMATION TECH. CSB	1101 E. 1ST. (CSB) 2nd Floor EAST WING
LANIER-5245D	9880239	COOPERATIVE EXT.	250 WEST COUNTY HOME ROAD
The County shall compensate Lanier in the sum of \$.0115 per copy made on the following copiers:			
LANIER-5515	2830079	PROBATIONS MAIN OFFICE	116 NORTH HOOD AVE. SANFORD
The County shall compensate Lanier in the sum of \$.0095 per copy made on the following copiers:			
LANIER-5435D	50890224	COURTHOUSE COMPUTER SERVICES/FAMILY	301 N. PARK AVE. SANFORD 2nd Floor North
LANIER-5435D	50870184	FISCAL SERVICES	1101 EAST 1ST FL. (CSB) 3rd Floor EAST WING
LANIER-5435D	50870120	TOURISM DEVELOPMENT	1230 DOUGLAS STE.116 LONGWOOD
LANIER-5622	11102664	CENTRAL BRANCH LIBRARY	215 N. OXFORD RD. CASSELBERRY
LANIER-5622	21301504	PUBLIC DEFENDER (STATE ATTY BLDG) 2NDFLR	100 N. PARK ST. 2nd Floor SANFORD
LANIER-5622	21301999	COMMUNITY ASST.	400 W. AIRPORT BLVD. SANFORD
LANIER-5622	21700976	LIBRARY TECH	215 N. OXFORD RD. CASSELBERRY
LANIER-5622	21700918	MODEL DEPENDENCY COURT	190 BUSH BLVD.
LANIER-5622	21700917	SGTV	103 SAN CARLOS
LANIER-5622	21700921	NORTH BRANCH LIBRARY	150 PALMETTO AVE.SANFORD
LANIER-5622	21701538	CIRCUIT COURT #2/PERRY/SIMMONS	301 N. PARK AVE. SANFORD 2nd Floor ROOM N-206
LANIER-5622	21701725	SPORTS TRAINING /SYLVAN	845 LAKE SYLVAN PARK SANFORD
LANIER-5627	20400187	CIVIL DOMESTIC	116 NORTH HOOD AVE. SANFORD
LANIER-5627	1110425	PARKS AND RECREATION (SOFTBALL)	264 N. STREET ALTAMONTE SPRINGS
LANIER-5627	11100440	CENTRAL BRANCH LIBRARY	215 N. OXFORD RD. CASSELBERRY
LANIER-5627	11100416	FACILITIES	205 W. COUNTY HOME ROAD
LANIER-5627	11100418	PAY	190 BUSH BLVD.
LANIER-5627	11200206	VETERANS AT CASSELBERRY	132 SAUSALITO, CASSELBERRY
LANIER-5627	20400567	EMERGENCY DISPATCH (COMM)	150 BUSH BLVD. SANFORD 3rd Floor ROOM 3-157
LANIER-5627	20400606	TEEN COURT	190 BUSH BLVD.
LANIER-5627	20400594	ANIMAL CONTROL #1	232 BUSH BLVD.
LANIER-5627	20400634	SLOOP	301 N. PARK AVE. SANFORD 1st Floor ROOM S-101
LANIER 5627	20400605	CDBG	1101 EAST 1ST FL. (CSB) 3rd Floor EAST WING
LANIER 5627	20700161	COMMUNITY RESOURCES	1101 EAST 1ST FL. (CSB) 1ST Floor WEST WING
LANIER 5635D	1890367	ENVIRONMENTAL SERVICES PEI	500 WEST LAKE MARY ROAD
LANIER 5635D	82870200	EATON	301 N. PARK AVE. SANFORD 2nd Floor ROOM S-220

EXHIBIT "A"

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MODEL	SERIAL	LOCATION	ADDRESS
The County shall compensate Lanier in the sum of \$.009 per copy made on the following copiers:			
LANIER 5635D	82830681	PROBATIONS (MAIN OFFICE)	116 NORTH HOOD AVE. SANFORD
LANIER 5635D	82850622	PROBATION WILSHIRE	134 WILSHIRE BLVD. CASSELBERRY
LANIER 5635D	82850688	COUNTY JUDGES	301 N. PARK AVE. SANFORD 1st Floor ROOM-118
LANIER 5635D	82850739	COUNTY MANAGER	1101 EAST 1ST FL. (CSB) 3RD. Floor EAST WING
LANIER 5635D	82890549	FIRE RESCUE ADMIN	150 BUSH BLVD. 2nd Floor RM. 2-107
LANIER 5635D	82910446	ADMINISTRATIVE SERVICES	200 W. COUNTY HOME 2nd Floor
LANIER-LD035	36802782	COUNTY ATTORNEY REFLECTIONS	520 WEST LAKE BLVD. SUITE 100 SANFORD
LANIER-LD035	36900763	CENTRAL TRANSFER STATION	1643 STATE RD. 419 LONGWOOD
LANIER-LD035	36902032	BUILDING	1101 EAST 1ST FL. (CSB) 1ST Floor WEST WING
LANIER-LD045	36900594	PURCHASING	1101 EAST 1ST FL. (CSB) 3rd Floor CENTER WING
The County shall compensate Lanier in the sum of \$.006 per copy made on the following copiers:			
LANIER 5685D	51080038	COMP PLANNING	1101 EAST 1ST FL. (CSB) 2nd Floor CENTER
The County shall compensate Lanier in the sum of \$.008 per copy made on the following copiers:			
LANIER-LD055	31000296	ENGINEERING	520 WEST LAKE BLVD. SUITE 200 SANFORD
The County shall compensate Lanier in the sum of \$.007 per copy made on the following copiers:			
LANIER-LD060	3580063	ENVIRONMENTAL SERVICES Lease	500 WEST LAKE MARY ROAD
The County shall compensate Lanier in the sum of \$.0095 per copy made on the following copiers:			
LANIER-LD122	32102744	J.D. EDWARDS/SUPT. SERV.	1101 EAST 1ST FL. (CSB) 1st Floor WEST WING
LANIER-LD122	41301735	TANKS	500 W. LAKE MARY SUITE 510
The County shall compensate Lanier in the sum of \$.0123 per copy made on the following copiers:			
LANIER-6735	730240	SUPERVISOR OF ELECTIONS	1500 E. AIRPORT BLVD SANFORD
LANIER-6735	516508	WELLNESS CENTER	200 W. COUNTY HOME
LANIER-7313	45048	ANIMAL CONTROL ENTRY #3	232 BUSH BLVD.
LANIER-7320	715434	CENTRAL TRANSFER STATION#2	1643 STATE RD. 419 LONGWOOD
LANIER-7320	929248	CARTO	1101 EAST FIRST. ST 3rd Floor CENTER WING
LANIER-7320	715374	FIRE TRAINING	150 BUSH BLVD. 1ST. FLOOR ROOM 1-107
LANIER-7320	34607	YANKEE LAKE	501 YANKEE LAKE ROAD
LANIER-7328	821377	LESTER JUDGE (NELSON)	301 N. PARK AVE. SANFORD ROOM- N234
LANIER-7328	821009	STEPHENSON	301 N. PARK AVE. SANFORD ROOM- N327
LANIER-7328	821376	HUMAN RESOURCES TRAINING	1101 EAST FIRST. ST 1st Floor CENTER WING
LANIER-7328	821014	ROADS	177 BUSH LOOP
LANIER-7328	819608	TELECOMMUNICATION MAINTENANCE	150 BUSH BLVD. 6TH BAY
LANIER-7328	821378	VETERANS	400 WEST AIRPORT ROAD (HEALTH DEPT.)
LANIER-7335	912976	PUBLIC WORKS ADMIN.	520 WEST LAKE LAKE MARY BLVD. SUITE 200
LANIER-7335	912980	JUVENILE JUSTICE CENTER	190 BUSH BLVD. SANFORD
LANIER-7335	913066	ADMIN SERVICES: ZHA TRAILER	150 BUSH BLVD
LANIER-7335	913100	P.S. 3RD: INFO TELE	150 BUSH BLVD. SANFORD ROOM: STE. 3-105
LANIER-7335	812600	IS/BLDG #302	BLDG. #302 BUSH LOOP SANFORD
LANIER-7345	914168	SERCO DISPATCH	137 BUSH LOOP SANFORD
LANIER-7345	812598	ECONOMIC DEV.	1301 E. 2ND STREET SANFORD
LANIER-7345	913881	EOC	150 BUSH BLVD. SANFORD 3RD Floor ROOM 3-184-6
LANIER-7345	913889	FIRE RESCUE OPERATIONS	150 BUSH BLVD. 2nd Floor RM. 2-131
LANIER-7345	913888	STORMWATER	520 WEST LAKE LAKE MARY BLVD. 2nd Floor
LANIER-7345	913893	TRAFFIC ENGINEERING	141 BUSH LOOP
LANIER-7355	918849	DEVELOPMENT REVIEW	1101 EAST 1ST FL. (CSB) 2nd Floor West
LANIER-7355	918852	ENGINEERING SURVEY	520 WEST LAKE BLVD. SUITE 200 SANFORD
LANIER-7355	918871	GAL	190 BUSH BLVD.
LANIER-7355	816559	PUBLIC SAFETY (ADMINISTRATION)	150 BUSH BLVD. 3rd Floor