

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR MULTI-FUNCTION PRINTERS FOR VARIOUS COUNTY OFFICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for multi-function printers have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

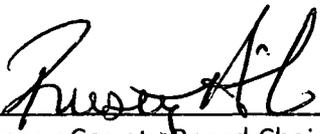
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The lowest responsive bid for the lease and maintenance of multi-function printers for various County offices of JQ Office Equipment for speeds of 25-35 ppm, 40-50 ppm and Color 30-40 ppm in the amounts listed on the attached bid as submitted by JQ Office Equipment is accepted, ratified and confirmed.
- (2) The lowest responsive bid for the lease and maintenance of multi-function printers for various County offices of Progressive Business Technologies, Inc. For speeds of 55-65 ppm and 70-80 ppm in the amounts listed on the attached bid as submitted by Progressive Business Technologies, Inc. is accepted, ratified and confirmed.
- (3) The lowest responsive bid for the cash purchase and maintenance of multi-function printers for various County offices of Simplified Office Solutions for all speeds and color in the amounts listed on the attached bid as submitted by Simplified Office Solutions is accepted, ratified and confirmed.
- (4) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 20th day of November, 2012.


 Sarpy County Board Chairman

Attest:


 County Clerk



Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

To: Sarpy County Board of Commissioners

From: Brian Hanson

Re: Award Bid - Multi-Function Printers (MFP)

On September 20, 2012, the Purchasing Department opened bids from six vendors for the lease and/or purchase of various speeds and functions of digital multi-function printers (MFP).

Vendors were requested to bid a base price for individual MFP's along with several options priced separately. In order to analyze the bids, the Purchasing Department configured units based on actual County purchases over the last three years. Maintenance Agreement pricing is also included in the analysis with the actual average copies per month used for each MFP. This analysis gave a more accurate overall cost using the options that the County is currently using.

Based on this analysis the Purchasing Department recommends that for LEASED MFP's the bid be awarded to JQ Office Equipment for speeds of 25-35 ppm, 40-50 ppm and the Color 30-40 ppm and to Progressive Business Technologies, Inc. for the speeds of 55-65 ppm and 70-80 ppm.

The Purchasing Department also recommends that for the CASH PURCHASED MFP'S the bid be awarded to Simplified Office Solutions for all speeds and color. These bids confirm what we have known for some time and that is we can achieve considerable savings by doing a cash purchase rather than a lease purchase. In the current fiscal year we did not budget for cash purchases of new MFP's in addition to our lease payments on existing machines. In the next few years, we hope to moderately increase the budget to accommodate cash purchases.

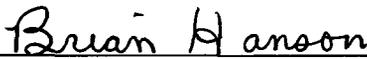
These bid awards will somewhat standardize our MFP's to two brands (Sharp and Kyocera), which aids the Information Systems Department and the training of employees.

There were two vendors, Solution One and Capital Business, in which some of their MFP's did not include the single pass duplexing automatic feeder option. This option has been included on almost all of our recent purchases and it also saves down-time

due to fewer moving parts. Therefore, it was determined that these MFP's would not fit the County's needs. The RFP required that all pricing be firm for the entire initial length of the contract (2 years) and OCE's pricing did not comply with this requirement.

I have placed this recommendation on the November 20, 2012 Board agenda for your consideration. Please feel free to contact me with any questions.

November 16, 2012



Brian Hanson

bh/dp

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Mark Walters
Lois Spethman

Sarpy County, Nebraska
MFP - Summarized Bid Analysis

For analysis purposes the Purchasing Department configured units based on actual County purchases over the last three years, including associated options. It also includes maintenance agreement costs with associated actual average copies per month used for each MFP. Actual bid award does not guarantee quantities used in this analysis.

MFP DESCRIPTION	JQ OFFICE		PROGRESSIVE		SIMPLIFIED	
	SINGLE		SINGLE		SINGLE	
	3-YEAR LEASE	PURCHASE	3-YEAR LEASE	PURCHASE	3-YEAR LEASE	PURCHASE
25-35 MULTI-FUNCTION PRINTER	\$ 164,420.63	\$ 148,070.99	\$ 183,128.26	\$ 156,308.38	\$ 188,539.92	\$ 147,668.36
40-50 MULTI-FUNCTION PRINTER	\$ 100,902.24	\$ 90,283.52	\$ 108,427.97	\$ 91,632.13	\$ 111,861.18	\$ 86,783.58
55-65 MULTI-FUNCTION PRINTER	\$ 15,073.83	\$ 13,379.99	\$ 9,747.22	\$ 8,265.50	\$ 10,157.58	\$ 7,902.06
70-80 MULTI-FUNCTION PRINTER	\$ 52,533.84	\$ 46,798.92	\$ 50,358.96	\$ 42,413.56	\$ 60,739.56	\$ 46,969.80
COLOR MULTI-FUNCTION PRINTER	\$ 100,007.35	\$ 91,783.75	\$ 100,858.07	\$ 88,560.19	\$ 102,684.53	\$ 83,692.69
GRAND TOTALS	\$ 432,937.88	\$ 390,317.16	\$ 452,520.47	\$ 387,179.75	\$ 473,982.77	\$ 373,016.49

Terms net 30 days or late fees waived	Yes	Yes	Yes
Single Invoice	Yes	Yes	Yes
Online invoices	No, but available on request	Yes	Yes
	Exceptions OK	Document fee \$75/each	Surge protector \$100/each
		Tax Admin fee \$12/each yearly	Document Fee \$75/each
		Will set up Master Lease to allow	Exceptions OK
		for additional MFP's to be added during	
		term of agreement	
		Exceptions OK-has add'l options	

MFP DESCRIPTION	OCE		SOLUTION ONE		CAPITAL BUSINESS	
	SINGLE		SINGLE		SINGLE	
	3-YEAR LEASE	PURCHASE	3-YEAR LEASE	PURCHASE	3-YEAR LEASE	PURCHASE
25-35 MULTI-FUNCTION PRINTER	\$ 138,424.20	\$ 120,951.64	\$ 150,990.35	\$ 120,746.22	\$ 209,748.82	\$ 162,234.03
40-50 MULTI-FUNCTION PRINTER	\$ 83,857.24	\$ 71,747.00	\$ 83,204.21	\$ 68,066.65	\$ 128,654.75	\$ 96,191.51
55-65 MULTI-FUNCTION PRINTER	\$ 12,176.32	\$ 10,134.72	\$ 10,905.68	\$ 8,816.60	\$ 13,453.83	\$ 9,802.59
70-80 MULTI-FUNCTION PRINTER	\$ 45,918.83	\$ 38,531.51	\$ 37,774.15	\$ 30,791.29	\$ 50,547.06	\$ 39,017.86
COLOR MULTI-FUNCTION PRINTER	\$ 97,618.57	\$ 85,833.09	\$ 104,638.46	\$ 87,648.06	\$ 108,806.80	\$ 83,417.80
GRAND TOTALS	\$ 377,995.17	\$ 327,197.97	\$ 387,512.86	\$ 316,068.83	\$ 511,211.25	\$ 390,663.78

Pricing not firm for length

Single pass duplexing

Single pass duplexing

The Purchasing Department has determined that the single pass duplexing automatic feeder saves significant down-time on MFP's due to fewer moving parts and is becoming the industry standard. The majority of the new machines being purchased by Sarpy County currently have this option.

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Progressive Business Technologies, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Digital Multi-Function Printers for the various County Departments,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for digital multi-function printers in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice(s) as specified to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Lois Spethman
Sarpy County Purchasing Department
1210 Golden Gate Drive
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any

part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

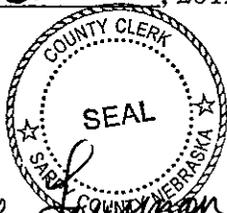
V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Progressive Business Technologies, LLC
3321 N. 109th Plaza
Omaha, NE 68164

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 20th day of November, 2012.

(Seal)
ATTEST: 
Renee L. [Signature]
Sarpy County Clerk *Chief Deputy*

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate
[Signature] 11-20-12
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:
[Signature]
Deputy County Attorney

PROGRESSIVE BUSINESS TECHNOLOGIES, INC
Vendor: _____

By: [Signature]
Title: PRESIDENT

Attest:

Witness

BID

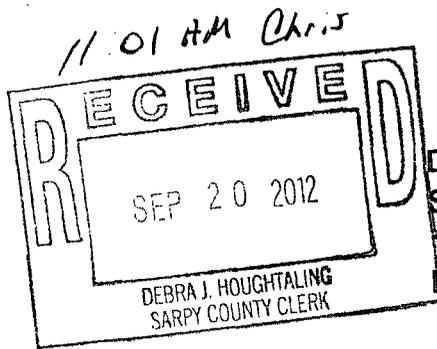
FOR Digital MFP, Purchasing

TO BE RECEIVED UNTIL 2:00 P.M.

DATE 9-20-12

FROM

PROGRESSIVE BUSINESS TECHNOLOGIES, INC.
3321 N. 109th PLAZA
OMAHA, NE 68164
PH. 402-445-0051 FAX 402-445-0052



DEBRA HOUGHTALING
SARPY COUNTY CLERK
1210 GOLDEN GATE DRIVE
PAPILLION, NEBRASKA 68046-2895

Vendor: Progressive Business Technologies, Inc.

**SARPY COUNTY, NEBRASKA
DIGITAL MULTI-FUNCTION PRINTERS
BID FORM**

By submitting this bid, I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1

Addendum #2



Prices are to be F.O.B. - various locations within Sarpy County, Nebraska

Attachments: Manufacturer's Authorization or Certificate
Vendor Qualification-Required Information
Reference Spreadsheet
MFP Literature
Copies of Lease, Purchase & Maintenance Agreements
Technical Specification Responses
Exceptions/Clarifications Page(s)

Company Name: Progressive Business Technologies, Inc.
Sales Representative: Dave Forsberg
Mailing Address: 3321 N. 109th Plaza
Omaha, NE 68164
Telephone Number: (402) 445-0051
Cell Number: (402) 216-1633
Fax Number: (402) 445-0052
E-Mail Address: dforsberg@pbtinc.omhcoxmail.com

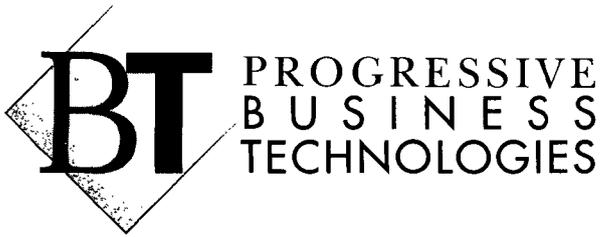
SIGNATURE:



NOTE: Sarpy County is tax exempt and will provide the proper form upon request.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. We would request that the 48 hour time frame begin when our technician gets onsite, to allow us a proper evaluation of service/support issue
2. Optional 1,000 Sheet Finisher/Stacker also allows for offset stacking \$ ~~995.00~~ 925⁰⁰
3. Optional Dual 500 Sheet Paper Feeder \$ ~~765.00~~ 685⁰⁰
4. In the case of a model being discontinued we request the ability to replace with newer model of similar or similar capabilities and features
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____



3321 N. 109th Plaza
Omaha, NE 68164
Phone (402) 445-0051
Fax (402) 445-0052

September 20, 2012

Ms. Lois Spethman
Sarpy County Purchasing Department
1210 Golden Gate Dr.
Papillion, NE 68046

Re: Digital Multi-Function Printers for Purchasing Dept.

Dear Ms. Spethman:

This letter is to provide you with Progressive Business Technologies, Inc. lease return procedure. Upon completion of above quoted lease Progressive Business Technologies, Inc. will provide all shipping and packing required to return said equipment to Lenders designated location. Progressive Business Technologies, Inc. will also cover all restocking costs associated with such return.

We look forward to serving your printing and copying needs for the foreseeable future.

And again thank you for your business.

Sincerely

A handwritten signature in cursive script that reads 'Dave Forsberg'. The signature is written in black ink and is positioned above the printed name.

Dave Forsberg
President
Progressive Business Technologies, Inc.

SARPY COUNTY, NEBRASKA
EXHIBIT C
DIGITAL MULTI-FUNCTION PRINTERS
VENDOR REFERENCES

Vendor: PROGRESSIVE BUSINESS
Technologies, Inc

REFERENCES: (Companies that have leased/purchased proposed MFP/copier)

Proposed 25 to 30 CMP Make & Model Numbers: Kyocera TASKalfa 3500i or equivalent

Company:	Childrens Respite Care	Company:	Hampton Inn LaVista	Company:	City of Council Bluffs Treasurers Office
Contact:	Lori Maire	Contact:	Tim Sanwick	Contact:	Deb Miller
Phone #:	(402-895-4000	Phone #:	(402) 517-3451	Phone #:	(712) 328-4649
Email:		Email:		Email:	

Proposed 40 to 50 CMP Make & Model Numbers: Kyocera TASKalfa 4500i or equivalent

Company:	QBE First	Company:	Heartland Health Therapy	Company:	
Contact:	Carry Sanderson	Contact:	Beginning October Install	Contact:	
Phone #:	(402) 465-9514	Phone #:		Phone #:	
Email:		Email:		Email:	

Proposed 55 to 60 CMP Make & Model Numbers: Kyocera TASKalfa 5500i or equivalent

Company:	Dept. of Labor - OSHA	Company:		Company:	
Contact:	Renita Tuck	Contact:		Contact:	
Phone #:	(402) 553-0171	Phone #:		Phone #:	
Email:		Email:		Email:	

Proposed 70 to 80 CMP Make & Model Numbers: Kyocera TASKalfa 8000i New Model for Progressive

Company:		Company:		Company:	
Contact:		Contact:		Contact:	
Phone #:		Phone #:		Phone #:	
Email:		Email:		Email:	

Vendor: PROGRESSIVE BUSINESS Technologies

**SARPY COUNTY, NEBRASKA
EXHIBIT C
DIGITAL MULTI-FUNCTION PRINTERS
VENDOR REFERENCES**

Proposed COLOR 30 to 40 CMP Make & Model Numbers: Kyocera TASKalfa 3550ci or equivalent

Company:	Homewood Suites Downtown Omaha	Company:	Childrens Respite Care	Company:	
Contact:	Teresa Sals Mgr.	Contact:	Lori Maire	Contact:	
Phone #:		Phone #:	(402) 895-4000	Phone #:	
Email:		Email:		Email:	

**SARPY COUNTY, NEBRASKA
MULTI-FUNCTION PRINTERS/COPIERS
BID FORM**

Vendor may submit proposals on more than one MFP, each proposed copier must be submitted on separate proposal form.

	25 to 35 PPM		40 to 50 PPM		55 to 65 PPM		70 to 80 PPM	
Make	Kyocera		Kyocera		Kyocera		Kyocera	
Model #	TASKalfa 3500i		TASKalfa 4500i		TASKalfa 5500i		TASKalfa 8000i	
	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase
Base Equipment-as specified	\$114.07	\$3,375.00	\$129.96	\$3,845.00	\$150.41	\$4,450.00	\$372.64	\$11,025.00
OPTION - Faxing	\$23.49	\$695.00	\$23.40	\$695.00	\$23.40	\$695.00	\$23.49	\$695.00
OPTION - Full offset stacking & finishing #2	\$48.50	\$1,435.00	\$48.50	\$1,435.00	\$48.50	\$1,435.00	\$48.50	\$1,435.00
OPTION - Single-pass duplexing automated document feeder	\$32.11	\$950.00	\$32.11	\$950.00	\$32.11	\$950.00		Standard
OPTION - Color Scanning		Standard		Standard		Standard		Standard
OPTION - 3 Hole Punch	\$11.99	\$355.00	\$11.99	\$355.00	\$11.99	\$355.00	\$11.99	\$355.00
OPTION - Large capacity paper tray (2,000 sheets) #3	\$24.67	\$730.00	\$24.67	\$730.00	\$24.67	\$730.00		Standard
OPTION - PIN code and/or mailbox secured access		Standard		Standard		Standard		Standard
OPTION - Programmable cost center/accounting meters		Standard		Standard		Standard		Standard
Monthly Maintenance Cost w/ free copies	\$13.20		\$13.20		\$13.20		\$32.50	
Number of Free Copies per month	2,000		2,000		2,000		5,000	
Black Overage priced per copy Billed monthly in arrears	\$0.0080		0.0080		0.0080		0.0060	
Memory size	1 Gb expandable to 2 GB		1 GB expandable to 2 GB		1 GB expandable to 2 GB		2 GB	
Hard drive space	160 GB		160 GB		160 GB		320 GB, 2 - 160 GB Hard Drives	

**SARPY COUNTY, NEBRASKA
MULTI-FUNCTION PRINTERS/COPIERS
BID FORM**

Vendor may submit proposals on more than one MFP, each proposed copier must be submitted on separate proposal form.

COLOR - 30 to 40 PPM		
Make	Kyocera	
Model #	TASKalfa 3550ci	
	Lease Per Month	Single Purchase
Base Equipment-as specified	\$181.67	\$5,375.00
OPTION - Faxing	\$23.49	\$695.00
OPTION - Full offset stacking & finishing #2	\$48.50	\$1,435.00
OPTION - Single-pass duplexing automated document feeder	\$32.11	\$950.00
OPTION - Color Scanning		Standard
OPTION - 3 Hole Punch	\$11.99	\$355.00
OPTION - Large capacity paper tray (2,000 sheets) # 3	\$24.67	\$730.00
OPTION - PIN code and/or mailbox secured access		Standard
OPTION - Programmable cost center/accounting meters		Standard
Monthly Maintenance Cost w/ free copies	\$ 19.80	
Number of Free Copies per month	2,000	
Black Overage priced per copy Billed monthly in arrears	\$ 0.0095 Black, \$ 0.060 Color	
Memory size	2 GB	
Hard drive space	160 GB	

**SARPY COUNTY, NEBRASKA
MULTI-FUNCTION PRINTERS/COPIERS
BID FORM**

Vendor may submit proposals on more than one MFP, each proposed copier must be submitted on separate proposal form.

	25 to 35 PPM		40 to 50 PPM		55 to 65 PPM		70 to 80 PPM	
Make	Kyocera							
Model #	TASKalfa 305 / FS-6530							
	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase
Base Equipment-as specified	\$79.43	\$2,350.00						
OPTION - Faxing	\$13.35	\$395.00						
OPTION - Full offset stacking & finishing	\$18.59	\$550.00						
OPTION - Single-pass duplexing automated document feeder		NA						
OPTION - Color Scanning		Standard						
OPTION - 3 Hole Punch		NA						
OPTION - Large capacity paper tray (2,000 sheets)	\$19.43	\$575.00						
OPTION - PIN code and/or mailbox secured access access		Standard						
OPTION - Programmable cost center/accounting meters		Standard						
Monthly Maintenance Cost w/ free copies	\$18.40							
Number of Free Copies per month	2,000							
Black Overage priced per copy Billed monthly in arrears	0.0090		\$ -		\$ -		\$ -	
Memory size	1 Gb expandable to 2 GB							
Hard drive space	NA							

**SARPY COUNTY, NEBRASKA
MULTI-FUNCTION PRINTERS/COPIERS
BID FORM**

Vendor may submit proposals on more than one MFP, each proposed copier must be submitted on separate proposal form.

COLOR - 30 to 40 PPM		
Make	Kyocera	
Model #	TASKalfa 3050ci	
	Lease Per Month	Single Purchase
Base Equipment-as specified	\$145.17	\$4,295.00
OPTION - Faxing	\$23.49	\$695.00
OPTION - Full offset stacking & finishing	\$48.50	\$1,435.00
OPTION - Single-pass duplexing automated document feeder	\$32.11	\$950.00
OPTION - Color Scanning		Standard
OPTION - 3 Hole Punch	\$11.99	\$355.00
OPTION - Large capacity paper tray (2,000 sheets)	\$ 24.67	\$ 730.00
OPTION - PIN code and/or mailbox secured access access		Standard
OPTION - Programmable cost center/accounting meters		Standard
Monthly Maintenance Cost w/ free copies	\$ 19.80	
Number of Free Copies per month	2,000	
Black Overage priced per copy Billed monthly in arrears	\$ 0.0095 Black, \$ 0.060 Color	
Memory size	2 GB	
Hard drive space	160 GB	

**SARPY COUNTY, NEBRASKA
MULTI-FUNCTION PRINTERS/COPIERS
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	25 to 35 PPM		40 to 50 PPM		55 to 65 PPM		70 to 80 PPM	
Make	Kyocera		Kyocera		Kyocera		Kyocera	
Model #	TASKalfa 3500i		TASKalfa 4500i		TASKalfa 5500i		TASKalfa 8000i	
	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase
Base Equipment-as specified	\$114.07	\$3,375.00	\$129.96	\$3,845.00	\$150.41	\$4,450.00	\$372.64	\$11,025.00
OPTION - Faxing	\$23.49	\$695.00	\$23.40	\$695.00	\$23.40	\$695.00	\$23.49	\$695.00
OPTION - Full offset stacking & finishing #2	\$48.50	\$1,435.00	\$48.50	\$1,435.00	\$48.50	\$1,435.00	\$48.50	\$1,435.00
OPTION - Single-pass duplexing automated document feeder	\$32.11	\$950.00	\$32.11	\$950.00	\$32.11	\$950.00		Standard
OPTION - Color Scanning		Standard		Standard		Standard		Standard
OPTION - 3 Hole Punch	\$11.99	\$355.00	\$11.99	\$355.00	\$11.99	\$355.00	\$11.99	\$355.00
OPTION - Large capacity paper tray (2,000 sheets) #3	\$24.67	\$730.00	\$24.67	\$730.00	\$24.67	\$730.00		Standard
OPTION - PIN code and/or mailbox secured access access		Standard		Standard		Standard		Standard
OPTION - Programmable cost center/accounting meters		Standard		Standard		Standard		Standard
Monthly Maintenance Cost w/ free copies	\$13.20		\$13.20		\$13.20		\$32.50	
Number of Free Copies per month	2,000		2,000		2,000		5,000	
Black Overage priced per copy Billed monthly in arrears	\$0.0080		0.0080		0.0080		0.0060	
Memory size	1 Gb expandable to 2 GB		1 GB expandable to 2 GB		1 GB expandable to 2 GB		2 GB	
Hard drive space	160 GB		160 GB		160 GB		320 GB, 2 - 160 GB Hard Drives	

**SARPY COUNTY, NEBRASKA
MULTI-FUNCTION PRINTERS/COPIERS
BID FORM**

Vendor may submit proposals on more than one MFP, each proposed copier must be submitted on separate proposal form.

COLOR - 30 to 40 PPM		
Make	Kyocera	
Model #	TASKalfa 3550ci	
	Lease Per Month	Single Purchase
Base Equipment-as specified	\$181.67	\$5,375.00
OPTION - Faxing	\$23.49	\$695.00
OPTION - Full offset stacking & finishing #2	\$48.50	\$1,435.00
OPTION - Single-pass duplexing automated document feeder	\$32.11	\$950.00
OPTION - Color Scanning		Standard
OPTION - 3 Hole Punch	\$11.99	\$355.00
OPTION - Large capacity paper tray (2,000 sheets) # 3	\$24.67	\$730.00
OPTION - PIN code and/or mailbox secured access access		Standard
OPTION - Programmable cost center/accounting meters		Standard
Monthly Maintenance Cost w/ free copies	\$ 19.80	
Number of Free Copies per month	2,000	
Black Overage priced per copy Billed monthly in arrears	\$ 0.0095 Black, \$ 0.060 Color	
Memory size	2 GB	
Hard drive space	160 GB	

SPECIFICATIONS

Digital Multi-Function Printers For Purchasing Department

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: September 20, 2012, 2:00 p.m.

General Information

Notice to Vendors

Sarpy County is seeking proposals to contract for Digital Multi-Function Printers (MFP) and associated Maintenance Agreements for the Purchasing Department to lease and/or purchase for various County departments. The successful Vendor will enter into an Agreement (see attached Exhibit "A") for a period of two (2) years commencing on October 1, 2012 through September 30, 2014, with two (2) one (1) year option periods. Sarpy County reserves the right to award the contract to more than one Vendor.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until September 20, 2012, 2:00 p.m.. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Digital Multi-Function Printers" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original and two (2) copies of the entire Bid including attachments.

Requests for information and clarification questions must be received by September 13, 2012 at 1:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Lois Spethman, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-2102, loiss@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at September 20, 2012, 2:00 p.m..

All bids submitted shall be valid for a period of sixty (60) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B., various locations within Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

1. Evaluation will be done by Lois Spethman, Sarpy County Purchaser, and Fiscal Administration. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.
2. The following factors will be used to consider the award of the bid, where applicable:
 - a. Compliance with all requirements.
 - b. Price.
 - c. The ability, capability, and skills of the Vendor to perform.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
 - e. The quality of previous performance.
 - f. Whether the Vendor can perform within the time specified.
 - g. The previous and existing compliance of the supplier with laws.
 - h. The life-cost of the personal property or services in relation to the purchase price and specified use.
 - i. The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
 - j. The energy efficiency ratio as stated by the supplier.
 - k. The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
 - l. Such other information as may be secured having a bearing on the decision.

Terms and Conditions:

1. Information, Discussion, and Disclosures:

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal (RFP), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Lois Spethman, Sarpy County Purchasing, 1210 Golden Gate Drive, Papillion, NE 68046 or loiss@sarpy.com. **Requests must be received by September 13, 2012 at 1:00 p.m. in order for Sarpy County to have time to issue an addendum.** Requests received after deadline may not be considered. In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda:

- a. All addenda will become part of this RFP and must be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents:

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For

all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public upon request.

4. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

5. Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. Payment Terms:

Leased MFPs:

The successful Vendor shall submit one detailed monthly invoice for all equipment, itemized by location, for payment. Upon satisfactory delivery, installation and training, as specified, Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of monthly invoice.

Purchased MFPs:

The successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery, installation and training, as specified.

Maintenance Agreements:

The successful Vendor shall submit one detailed monthly invoice for all equipment, itemized by location, for payment. Upon satisfactory delivery, installation and training, as specified, Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of monthly invoice.

7. Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. Term:

The Contract will be for a two (2) year period commencing on October 1, 2012 through September 30, 2014, with two (2) one (1) year option periods. The cost for the option years will be provided in writing to the County ninety (90) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. Renewal:

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. Termination:

Either party may terminate the Contract with ninety (90) day written notice to the other.

11. Residency Verification:

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- a. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- b. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

- c. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

12. Breach:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

13. Insurance Requirements:

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

14. Assignment:

The Vendor may not assign this Contract without the prior written consent of the County.

15. Subcontracting:

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Independent Contractor:

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

17. Indemnity:

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

General Specifications:

1. Introduction:

Sarpy County is seeking proposals to contract with a Vendor to provide black/white and/or color digital Multi-Function Printers (MFPs) for lease or purchase, and associated Maintenance Agreements. Vendor shall also provide all related accessories as listed in this RFP which includes, in part, printing, network scanning, faxing and maintenance. The Agreement with the successful Vendor(s) will be for the period effective October 1, 2012 through September 30, 2014 with two (2) one (1) year option periods.

- a. Current copiers & MFPs owned and leased by Sarpy County are listed on Exhibit B by make and model. Exhibit B is available in Excel format by emailing request to Loiss@sarpy.com. There is no guarantee on the number of MFPs ordered under this Agreement. Any mention of quantities is for reference only. Actual lease/purchase of MFPs will be based on actual requirements of the County.
- b. **Pricing for all MFP leases, purchases are to remain firm for the entire initial term of this Agreement.**
- c. **Maintenance Agreement pricing is to remain firm for the first year of this Agreement. Increases in maintenance agreement pricing, if any, may not exceed 2% annually. Vendor shall submit documentation to support any increases.**
- d. All orders under this Agreement must go through the Sarpy County Purchasing Department for approval.
- e. The Sarpy County Purchasing Department will make the determination on a case by case basis on whether to lease or purchase each individual MFP.
- f. Vendor may submit more than one proposal for each size of copier, but must be

listed on a separate bid form.

- g. **Exceptions:**
These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the Exceptions/Clarification/Comment page provided.

2. Vendor Qualifications:

- a. Vendor shall be an authorized dealer or authorized servicing entity for all locations to provide services for the County. **Attach manufacturer authorization or certificate.**
- b. **Required information:**
 - i. Vendor's company profile to include, but not limited to, years in business, number of employees and total sales for last three (3) years.
 - ii. Qualifications statement describing projects and installations of similar scope and size.
 - iii. Statement describing ability to supply, maintain, service and support equipment installed at Sarpy County
 - iv. Identification of a project manager and primary staff proposed to work on the Sarpy account, including name, title and contact information (phone and email).
- c. **References:**
Each Vendor must include with its proposal the attached spreadsheet (Exhibit C) a list of no less than two (2) current references that have purchased or leased each specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company. Exhibit C is available in Excel format by emailing request to Loiss@sarpy.com.

4. Literature:

Vendor shall attach two (2) sets of detailed specifications or literature of each proposed MFP to the bid form. Any information necessary to show compliance with these requirements not given on the attached data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

5. Deviations:

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

6. Leased MFP Requirements:

- a. Vendor shall submit a blank copy of proposed lease agreement that will be used during the term of the Agreement. If the Lease Agreement has a clause stating the County is responsible for costs associated with the return of equipment and the Leasing Company will not delete said clause, Vendor must submit a letter stating that County will not be responsible for those costs. **Under no circumstances will Sarpy County pay for any costs associated with returning equipment for equipment upgrades or at the end of the lease term.**
- b. County must be notified, in writing, if the Lease Agreement is revised or changed at any time during the term of this Agreement. A copy of the revised Lease Agreement must be provided to County with any changes and/or revisions highlighted within ninety (90) days of change. Any changes must be approved by the County Board as per Section 7 of the Terms and Conditions: Supplemental Terms and Conditions/Modifications.
- c. **Vendor shall notify County if Lease Agreement requires an 8038G form be filed with the Internal Revenue Service (IRS) at the time of Lease signing. Sarpy County will fill out and submit the required form to the IRS and give a copy to the Vendor.**
- d. All equipment lease pricing (new and upgraded) shall be based on a 36-month term, with the asset given a \$1.00 buy-out option at the end of the lease period.
- e. Average monthly copy volume for current MFPs and copiers are provided in Exhibit B. These volumes are only estimates, and the County does not guarantee any specific monthly print volumes/copies for the length of the lease.
- f. When County has determined a new lease is required and that it is in the best interests of the County to trade-in the original MFP(s)/copier(s), Vendor will accept the selected digital MFP(s)/copier(s) currently owned outright by the County as trade-in. **The Vendor will document the fair market value of each unit or total lot by securing a minimum of three estimates. Using the highest estimate, the County will be credited or reimbursed the fair market value of each unit or total lot. The packaging, shipping, and freight costs for the trade-in equipment shall be at no cost to the County. Vendor shall certify that all data has been removed from the hard drive of the trade-in unit.**
- g. To facilitate end-of-term pricing, coordinate delivery and installation of new equipment and/or complete other related end-of-term business, the equipment lease may be extended on a month-to-month basis, for a maximum of three (3) months, until all arrangements are finalized in writing and/or replacement equipment is delivered. The equipment lease pricing of the original agreement will remain in effect during the month-to-month extension period.
- h. The County evaluates its business objectives on an ongoing basis. In supporting

changes to the business environment, equipment and feature upgrades may be reviewed. Possible lease of additional features, upgrades to black & white/color units, recommendations for increased network productivity, etc. will be evaluated and discussed with the Vendor on a case-by-case basis, as needs arise. In no event shall the pricing for this section be higher than GSA pricing. Proof of GSA pricing will be required.

7. Single Purchase MFP Requirements:

- a. Vendor shall submit a blank copy of proposed Purchase Agreement that will be used during the term of the Agreement.
- b. County must be notified in writing if the Purchase Agreement is revised or changed at any time during the term of this Agreement. A copy of the revised Purchase Agreement must be provided to County with any changes and/or revisions highlighted within ninety (90) days of change. Any changes must be approved by the County Board as per Section 7 of the Terms and Conditions: Supplemental Terms and Conditions/Modifications.
- c. When County has determined a new MFP purchase is required and that it is in the best interests of the County to trade-in the original MFP(s)/copier(s), Vendor will accept the selected digital MFP(s)/copier(s) currently owned outright by the County as trade-in. The Vendor will document the fair market value of each unit or total lot by securing a minimum of three estimates. Using the highest estimate, the County will be credited or reimbursed the fair market value of each unit or total lot. **The packaging, shipping, and freight costs for the trade-in equipment shall be at no cost to the County. Vendor shall certify that all data has been removed from the hard drive of the trade-in unit.**
- d. The County evaluates its business objectives on an ongoing basis. In supporting changes to the business environment, equipment and feature upgrades may be reviewed. Possible purchase of additional features, upgrades to black & white/color units, recommendations for increased network productivity, etc. will be evaluated and discussed with the Vendor on a case-by-case basis, as needs arise. In no event shall the pricing for this section be higher than GSA pricing.

5. Maintenance Agreements:

- a. Vendor shall submit a blank copy of proposed Maintenance Agreement that will be used during the term of the Agreement.
- b. County must be notified in writing if the Maintenance Agreement is revised or changed at any time during the term of this Agreement. A copy of the revised Maintenance Agreement must be provided to County with any changes and/or revisions highlighted within ninety (90) days of change. Any changes must be approved by the County Board as per Section 7 of the Terms and Conditions:

Supplemental Terms and Conditions/Modifications.

- c. All Maintenance Agreements are for a one (1) year period and may be renewed annually.
- d. No additional fees or surcharges (i.e.; trip charge, fuel surcharge or similar) will be added at any time during the term of this Agreement.
- e. Maintenance Agreement pricing shall include repairs, parts, labor costs, and toner supplies (except paper and staples) as specified in the maintenance agreement. Vendor will specify on bid form the monthly maintenance cost, per unit bid, which includes the number of free copies in the cost. Black print overage pricing and color print pricing shall be based on a reduced per print charge for each MFP, billed monthly in arrears.
- f. If the MFP does not perform to manufacturer's specifications, the Vendor shall replace the unit with a new MFP of the same model.
- g. Vendor shall provide telephone support and a toll free number for placing service calls, which will be available during normal County business hours and within two (2) hours of receiving the initial service call. Vendor is required to call or email the County to establish an estimated time of arrival. A technician shall arrive at the County office within four (4) business hours of the initial service call or the next business day depending on the time of the initial requested service call.
- h. Vendor will remedy any defect in software or equipment within 48 hours, excluding County holidays, of the initial service request by the County.
- i. If the reported defect(s) remains unresolved for a period of 48 hours, excluding County holidays, the Vendor will provide the County with a comparable loaner copier at no cost to the County. Clarification # 1
- j. Vendor is responsible for all clean up during warranty/maintenance work and removal of debris.
- k. Vendor responsible for all damage to County property during warranty/maintenance work.
- l. Upon the County's request, the Vendor must provide a service summary report per location listing: beginning dates/times of all service calls, description of problem per service call, completion dates of all service calls, number of hours or days downtime per machine.
- m. Vendor shall guarantee the availability of replacement parts, applicable accessories and equipment for the duration of the contract term.
- n. To facilitate end-of-term pricing, coordinate delivery and installation of new equipment and/or complete other related end-of-term business, the equipment

maintenance agreement may be extended on a month-to-month basis, for a maximum of three (3) months, until all arrangements are finalized in writing and/or replacement equipment is delivered. The maintenance agreement pricing of the original agreement will remain in effect during the month-to-month extension period.

YES/NO

Vendor: Progressive Business Technologies, Inc

Technical Specifications:

Indicate acceptance or exception by marking YES/NO for each specification listed. Any marked NO line shall be noted as "exception to the specification". Any unmarked response will be assumed as an exception to the RFP. **This section must be completed and attached to Vendor's Bid Form.**

YES/NO

1. Machine Requirements - MFP specifications are for four (4) ranges of speed (25-35 ppm, 40-50 ppm, 55-65 ppm & 70-80 ppm) and one (1) color range speed (30-40 ppm). All MFPs, unless specifically stated, shall meet the following requirements. Optional features are to be priced separately on the bid form:

- / a. Newly manufactured with no used or refurbished parts
- / b. Acceptable originals: Minimum 5-1/2" X 7-1/8" to maximum 11" X 17"
- / c. Duplexing: Standard automatic duplex copying and printing
- / d. Capability of printing paper stock ranging from 13 lb to 110 lb bond
- / e. Automated stapling system, capable of stapling a minimum of 20 sheets per 20 lb paper
- / f. Bypass tray
- / g. Capable of enlarging/reducing documents in preset increments or manually
- / h. Magnification capabilities from 25% to 400% in 1% increments (25% to 200% from feeder)
- / i. Three (3) adjustable paper trays for various sizes of paper up to ledger size with a minimum capacity of 500 sheets each
- / j. Scanning to desktop without Client software being loaded on the desktop
- / k. Scanning feature to have option to scan in PDF that is OCR'd without Client software being loaded on a server/desktop
- / l. Installed Automatic Disk and Data Security Encryption and Deletion product
- / m. Each networked MFP shall allow printing from any desktop PC and laptop within the County network
- / n. Adequate surge protection device, at no cost to the County, for each MFP installed
- / o. Fax - **Optional feature**
- / p. Full offset stacking and finishing capabilities - **Optional feature**
- / q. Single-pass duplexing automated document feeder, with a minimum capacity of 50 sheets of 20 lb bond paper - **Optional feature**
- / r. Color scanning - **Optional feature**
- / s. Three (3) hole punch - **Optional feature**
- / t. Large capacity paper tray (2,000 sheet) - **Optional feature**
- / u. Have the ability for PIN code and/or mailbox secured access for users - **Optional feature** (Identify technical requirements necessary to operate this feature on Exception page.)
- / v. Programmable cost center/accounting meters - **Optional feature** (Identify technical requirements necessary to operate this feature on Exception page.)

YES/NO

Vendor: Progressive Business Technologies, Inc.

2. Network Technical Requirements

- a. The Vendor shall be responsible for providing technical support during the network connection phase with no cost to the County.
- b. Vendor to provide an interface and software drivers that will work on an Ethernet 10/100/1,000 switched TCP/IP network in a Microsoft environment (Windows server and Windows desktops). Software drivers should contain the ability to control all options on the MFP, such as stapler, collator, duplex printer, etc.
- c. Memory and hard-drive space needs to be adequate to work at the highest/fastest rate the MFP is rated at. The size of memory and hard drive space must be listed on the bid form.
- e. Vendor will provide technical training, at no charge, for County (IS) employees, relative to the connection of end-users for networked printers.

3. Installation:

- a. MFPs will be installed at no cost to the County. This excludes any hardwiring of units. The County will contract with a separate entity to install the hardwiring for both electrical and data. The Vendor shall specify any special electrical/data requirements, including the necessity for special electrical receptacles, dedicated lines, etc. Each device shall meet the OEM's recommendations for electrical surge protection. *(Identify special requirements necessary on Exception page.)*
- b. Vendor will give Purchasing Department 48-hour notice of delivery to coordinate installation with Information Systems (I.S.).
- c. Vendor is responsible for all clean up and removal of debris during installation.
- d. Vendor is responsible for all damage to County property during installation.
- e. Initial training of County personnel shall be conducted upon equipment installation and at no additional cost to the County with the number of sessions, schedules, participants and number of participants per session identified by the County. Network connectivity, print driver installation and other technical support training shall be coordinated with the County's Information Systems (IS) Department at no additional cost to the County. Subsequent training will be at no cost to the County and shall be on an ongoing basis during the contract term for the purposes of training new personnel, providing refresher sessions, increasing user productivity through effective use of networked features, providing assistance with new procedures or equipment, etc.

Exhibit A

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Progressive Business Technologies, Inc _____, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Digital Multi-Function Printers for the various County Departments,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for digital multi-function printers in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice(s) as specified to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Lois Spethman
Sarpy County Purchasing Department
1210 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the

Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Progressive Business Technologies, Inc
3321 N 109th Plaza
Omaha, NE 68164

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this ____ day of _____, 2012.

(Seal)
ATTEST:

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: Progressive Business Technologies, Inc.

By: David Fosberg
Title: President

Attest:

Witness



Document Solutions

Lease Agreement

Copier, Fax, Mailing Equipment, ITag & Printers
Fair Market Value Maximum: \$75,000

Agreement No. _____

EQUIPMENT

Equipment Model & Type

Serial Number

Accessories

Equipment Location (if different from Billing Address)

SUPPLIER

Name

Address

City

State

Zip

TRANSACTION TERMS

Lease Payment \$ _____ Term _____ months
(+ applicable taxes)

Billing Period: Monthly Document Fee: \$75.00 (included on first Invoice)

The following additional payments are due on the date this Agreement is signed by you:

SECURITY DEPOSIT \$ _____ ADVANCE PAYMENT* \$ _____
(+ applicable taxes) *Applied to: first last

1. LEASE CHARGES. Commencement of this Lease and acceptance of the Equipment described above and on any attached schedule shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify such information as we may require. You agree to remit to us the Lease Payment and all other sums ("Lease Charges") when due and payable each Billing Period on the date and at the address we provide to you. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by up to 15% if the configuration or actual cost of the Equipment differs from the supplier's estimate. You agree to pay us all sales, use and property taxes and other charges in connection with this Lease or the ownership or use of the Equipment. The Security Deposit will be held by us, without interest (and may be commingled), until all obligations under this Lease are satisfied, and may be applied at our option against amounts due under this Lease. You agree to pay a document fee of \$75.00. If a payment is not made when due, you agree to pay a late charge equal to the greater of 10% of the amount due or \$22 as reasonable collection costs. Restrictive endorsements on checks you send to us will not reduce your obligations to us. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. THIS LEASE CANNOT BE CANCELED BY YOU FOR ANY REASON, INCLUDING EQUIPMENT FAILURE, LOSS OR DAMAGE. THE SUPPLIER AND ITS REPRESENTATIVES ARE NEITHER OUR AGENTS NOR AUTHORIZED TO WAIVE OR MODIFY THE TERMS OF THIS LEASE.

2. TITLE; MAINTENANCE; INDEMNIFICATION. We are the owner of the Equipment. Without our prior written consent, you may not (a) assign any rights or obligations under this Lease, (b) sub-lease the Equipment, or (c) remove the Equipment from the address indicated above. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU SELECTED THE EQUIPMENT AND THE SUPPLIER. You agree to (a) keep the Equipment in good repair, condition and working order, (b) pay all costs of maintenance, supplies, replacements and repairs to the Equipment; (c) keep the Equipment free of liens; (d) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; and (e) indemnify (reimburse) us for all claims, losses and liabilities relating to the Equipment including its use, condition or possession. This indemnity shall continue after the Term for acts or omissions which occurred during the Term. We may increase the Lease Payments to offset the loss of any tax benefits caused by your acts or omissions or a change in the applicable tax laws.

3. RISK OF LOSS; INSURANCE. You are responsible for and accept the risk of loss or damage to the Equipment. If any item of Equipment is lost, stolen or damaged, you shall repair the item or replace the item with a comparable item reasonably acceptable to us. At your own expense, you agree to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee, and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to Lessor, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

4. DEFAULT; REMEDIES. If you fail to remit to us any payment within ten (10) days of its due date or you breach any other obligation under this Lease or any other agreement with us, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 5, or take possession of the Equipment, in which case we shall not be held responsible for any resulting losses or damages, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds (less reasonable selling and administrative expenses) to the amounts due hereunder; (d) charge you interest on all amounts due from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any

other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

5. END OF TERM OPTIONS. If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value plus applicable sales and other taxes. IF YOU FAIL TO PROVIDE US WITH SUCH 60 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THIS LEASE SHALL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS (the "Renewal Term") and all of the provisions of this Lease shall continue to apply, including your obligation to remit Lease Payments and Lease Charges. If you are in default or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay an inspection, restocking and handling fee of \$50 per item of Equipment (not to exceed \$400 or the maximum permitted by law), as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

6. MISCELLANEOUS. We may, without notifying you, assign this Lease and our interest in the Equipment. If we do, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims or defenses you may have against us. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to (a) obtain credit reports and make credit inquiries, and (b) release information we have about you and this Lease to third parties. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. You acknowledge that (a) the name of the Equipment supplier is indicated above, (b) you may have rights under the contract with the supplier, and (c) you may contact the supplier for a description of these rights. We transfer to you any supplier or manufacturer warranties. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA AND WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSEE ("You")

Full Legal Name

D/B/A

Billing Address

City

State

Zip

Contact Name

Phone

E-mail Address

By: X _____
Signature of Authorized Signer

Name: _____
Please Print

Title: _____

Date: _____ Fed Tax ID _____

LESSOR ("We", "Us")

General Electric Capital Corporation
1961 Hirst Drive, Moberly, MO 65270

By: _____

Name: _____

Date: _____

KYO 1224(a)-306

Progressive Business Technologies, Inc.
3321 N. 109th Plaza
Omaha, NE 68164
(402) 445-0051 (Office)
(402) 445-0052 (Fax)

FOR PROGRESSIVE BUSINESS TECHNOLOGIES, INC. USE ONLY	
Maintenance Agreement # _____	
Customer # _____	
Start Date _____	
Expiration Date _____	

- (Please Check The Appropriate Box)
- On-Site Maintenance Agreement
 - Depot Repair Warranty Agreement
 - Toner Inclusive Maintenance Agreement

Bill To:	Equipment Installed At:
Company Name:	Company Name:
Address:	Address:
Address 2:	Address 2:
City/State/Zip	City/State/Zip
Contact Name:	Contact Name:
Telephone #:	Telephone #:

Progressive Business Technologies, Inc. and Customer agree that Progressive Business Technologies, Inc. or a Progressive Business Technologies, Inc. Authorized Party shall perform maintenance services at the location above, on the Equipment scheduled under this agreement. Customer shall pay Progressive Business Technologies, Inc. the prevailing fees, in advance, for these services. Coverage under this Maintenance agreement commences on the first day of the month/year listed above and shall automatically renew for successive terms for a maximum total period of sixty (60) months, unless agreed to otherwise by the parties or terminated by either party with written notice thirty (30) days prior to each term.

Model	Equipment Serial #	Purchase Date	PBT Inc. ID Tag #	Maintenance Kit Interval	Approx. Page Count	Service Fee \$ Amount
TOTAL	**	**	**	**	**	

Use fees from Service Contract Schedule.

Please Note: Maintenance Kits are required at scheduled maintenance intervals, at the customer's expense for labor and parts, for the warranty and maintenance contract to remain valid.

Authorized Customer Representative

Signature: _____

Print Name: _____

Date: _____

Authorized Representative of Progressive Business Technologies, Inc.

Signature: _____

Print Name: _____

Date: _____

Reseller Name: Progressive Business Technologies, Inc.

For On-Site Service and Depot Repair Service - Please Call 1-402-445-0051.
Please return a signed copy of this form to:
Progressive Business Technologies, Inc., 3321 N. 109th Plaza, Omaha, NE, 68164

**PROGRESSIVE BUSINESS TECHNOLOGIES, INC.
SERVICE AGREEMENT - TERMS AND CONDITIONS**

1. **AGREEMENT TO PROVIDE SERVICES.** Progressive Business Technologies, Inc. ("PBT, INC.") agrees to provide hardware maintenance services ("Services") on the product(s) listed on Page 1 of this Agreement. PBT, INC. will upon request restore inoperative Product(s) to operative condition. In its performance, PBT, INC. reserves the right to use repaired parts and subcontractors to perform service.
2. **ON-SITE SERVICE.** Service coverage is as follows: Principal Period of Maintenance (PPM) - The contracted daily hours of service coverage shall be 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. Response shall be next business day, which shall be defined as a field engineer will contact the customer within 8 hours (1 business day) to make problem determination and schedule an on-site visit within 24 hours (1 business days).
3. **INSTALLATION.** For an additional charge to be quoted separately, PBT, INC. will upon request install the Product at a mutually agreed upon time during the PPM. Installation shall include unpacking any required assembly, product checkout, hookup of supplied cables, and instruction on product operation. Installation, configuration and instruction of system applications and system operation including system software are not included in this installation package. Customer will prepare the installation site at Customer's expense prior to the date of installation.
4. **PREVENTATIVE MAINTENANCE.** The requirement for and frequency of Preventative Maintenance will be determined solely by PBT, INC., typically performed at the same time as its standard service and excludes such items as noted in Section 9. Maintenance Kits periodically required to renew certain mechanical items in the printers are not covered by this Maintenance Agreement and are billable at then current rates.
5. **TERM.** The initial term of this Agreement shall be as noted on Page 1 and shall automatically renew for successive terms of twelve (12) months unless agreed to otherwise by the parties or terminated by either party by written notice within thirty (30) days after each term. Neither party shall have any liability to the other after completion of a term, except as expressly set forth in this Agreement. Upon termination, cancellation or expiration of this Agreement, those Articles which by their own terms survive shall continue in full force and effect.
6. **PAYMENTS.** Payment for this Agreement shall be submitted to PBT, INC. no later than thirty (30) days after the initial sale of the Product.
7. **CHANGE IN RATES.** Effective at the expiration of the initial term or at the expiration of any renewal term, or at such a time that verified usage differs from contracted usage; PBT, INC. may change the rates by giving written notice. Customer may, upon receipt of such notice terminate this Agreement in full or with respect to by affected equipment by giving written notice thirty (30) days in advance of the effective date of change.
8. **PRECONTRACT INSPECTION.** PBT, INC. may require a Precontract Inspection (PCI) and performance of necessary repair prior to acceptance of a Service Agreement. Customer agrees to pay for such inspection and repair at then current time and material rates. If no PCI is performed and failure of equipment occurs within the first thirty (30) days of the term, PBT, INC. may, at its discretion, charge then current time and material rates.
9. **WITHDRAWAL FROM SERVICE.** PBT, INC. reserves the right to withdraw any Product from coverage on thirty (30) days prior written notice, if in its sole discretion, it determines that the Product(s) cannot be properly or economically repaired, has excessive wear or deterioration, or is used in an incorrect application or the like.
10. **CHARGES FOR ADDITIONAL SERVICE.** Notwithstanding anything to the contrary, PBT, INC. service options identified above contain the following exclusions and are subject to charge at the then current time and material rate: (a) General: 1) Service for operator error; 2) Interconnected system hardware or software defects and telecommunications problem; 3) Problems resulting from the use of products not recommended by PBT, INC., abuse, misapplication, customer or shipping damage, negligence, utilities malfunctions, natural or civil disasters, acts of God, etc.; 4) If service is performed by others, Customer agrees to pay for repair resulting from problems due to the work of others; 5) Requested service outside contracted working hours; 6) Any rebuilding, refurbishing, replacing, overhauling and end of life replacement. 7) Customer sponsored specification / modification changes; 8) Performing services connected with the relocation of Product(s) or its connection by mechanical or electrical means to another machine or device; 9) Programming support; 10) Machine prompted maintenance requirements, which are not warranted based on PBT, INC. assessment. (b) Printers - 1) User replaceable items including but not limited to paper, laser toner cartridge, print drum, fuser, charger or corona, transfer unit, and developer housing; 2) Operator responsible tasks such as remedial cleaning, print element or font cartridge replacement and option setup; 3) Laser preventative maintenance; 4) Repairs resulting from use of consumables which do not meet specification.
11. **EXCUSABLE DELAYS.** PBT, INC. shall not be liable for delays or failures to perform with respect to this Agreement due to (a) causes beyond its reasonable control, (b) acts of God, epidemics, war, riots, strikes, delays in transportation or transportation shortages, or (c) inability to obtain necessary labor, materials, or manufacturing facilities, for causes beyond its control. In the event of any such delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.
12. **LIMITATION OF LIABILITY.** PBT, INC. or its service agents liability on any claim (exclusive of claims for personal injury based solely upon negligence of PBT, INC. or said service agent) arising out of or connected with this Agreement shall in no event exceed one (1) years total Service charges hereunder. In no event shall PBT, INC. or its service agent be liable for consequential, Incidental, special or exemplary damages including, but not limited to, loss of profits or revenue, loss of use of the described Product(s) or any associated Product(s), cost of capital, cost of substitute facilities, Product(s) or use thereof, downtime costs, or claims by customers of PBT, INC. for such damages.
13. **CUSTOMER OBLIGATIONS.** Customer agrees to provide full and free access to Product(s) requiring Services and to provide a safe environment in which to work. Customer shall make available to PBT, INC. at no charge, use of any Product attachments or features which are not under maintenance agreement but which are necessary for the proper maintenance of Product(s). Customer shall not undertake repair, modification, disassembly or adjustment except for user preventative maintenance and replacement of user replaceable items of the Product(s) without authorization of PBT, INC. Notices from the Customer of any kind, including relocation or termination, are to be sent to Progressive Business Technologies, Inc., 3321 N. 109th Plaza, Omaha, NE 68164, Attn: Warranty Department.
14. **GENERAL.** (a) Entire Agreement. This instrument and any amendment hereto is intended to be the sole and complete statement of obligations of the parties as to the Services to be rendered and supersedes all previous undertakings, negotiations, and proposals with respect to such Product. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. (b) Modification. PBT, INC. reserves the right to modify the terms and conditions of this Agreement at the end of the initial term or any renewal term by giving the Customer thirty (30) days prior written notice. Customer may elect not to renew or may withdraw the affected Product(s) from coverage at the end of such term by notifying PBT, INC. in writing of such intention. (c) Non-Assignability. Customer may not assign or transfer this agreement without the prior written approval of PBT, INC. (d) Applicable Law. The laws of the State of Nebraska shall govern this Agreement. (e) Action. No action, regardless of form, arising from the transactions under this Agreement may be brought by either party more than two (2) years after the cause of action accrued. (f) Severability. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall be ineffective as to the extent of that prohibition and unenforceable, but shall not invalidate the remaining provisions of this Agreement. (g) Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.



Kyocera Dealer Agreement by Product Group

This Agreement is made and entered into by and between Kyocera Mita America, Inc. ("Kyocera") a corporation with its principal place of business at 225 Sand Road, Fairfield, New Jersey 07004 and

PROGRESSIVE BUSINESS TECHNOLOGIES, INC. ("Dealer"),
(Legal Name of Dealer)

a Corporation with its principal
(Corporation, Limited Liability Company, Partnership or Sole Proprietorship)

place of business at 3321 N. 109th Plaza

Omaha, NE 68164

This agreement will only be binding and effective after it has been accepted and signed by Kyocera.

1. Appointment.

a) **Area of Prime Responsibility.** Dealer shall be appointed as a non-exclusive dealer to market and service only the equipment Models in the Product Group (the "Equipment"), and related supplies and parts reflected on the attached Exhibit(s) which are signed by Kyocera and the Dealer, and for which Dealer must meet Kyocera's training requirements. All of the Equipment and related supplies and parts are referred to as "Products" in this Agreement. Kyocera may, in its sole discretion, amend, modify or discontinue any or all of the Products on the Exhibit(s), upon thirty days written notice to the Dealer. Dealer agrees that it will only market the Products in its area or areas of prime responsibility ("Area of Prime Responsibility") from the above location and the branch location(s) reflected on the Exhibit(s) unless otherwise authorized by Kyocera in writing.

b) **Marketing.** Dealer shall not sell, lease, rent, advertise or otherwise market the Products outside the Area of Prime Responsibility. If Dealer advertises the Products along with other merchandise in media of broader circulation, by mailings, or websites and/or advertisements on the internet, that may reasonably be expected to reach potential customers outside the Area of Prime Responsibility, then those advertisements, mailings, and or websites must prominently state the counties (or other designation if appropriate) comprising the Area of Prime Responsibility, and that the Products are sold, rented, or leased only in that Area. Dealer shall sell the Products only to retail customers, and shall not sell the Products to third parties for resale or outside the United States.

2. Term. The initial term of this Agreement will be effective on the date of execution by Dealer and execution/acceptance by Kyocera, and will continue thereafter for 24 full calendar months, unless sooner terminated as provided herein. This Agreement may be renewed for successive 12-month periods, by mutual consent of the parties. Silence shall be interpreted as consent to renewal. Written notice of non-renewal must be provided as specified in Section 19.

3. Price and Terms of Payment. The purchase prices for the Products and terms of payment will be set forth, from time to time, on the Kyocera Dealer Price List of Products. Kyocera will provide Dealer with thirty days written notice of any changes in the prices of the Equipment. Kyocera reserves the right to allocate the Products in a manner deemed appropriate by Kyocera when such allocation may be necessary for any reason whatsoever.

4. Minimum Purchase Goals.

a) **Goals:** Dealer will be required to achieve certain minimum purchase goals in its Area of Prime

Responsibility as indicated on the attached Exhibit(s) ("Minimum Purchase Goals by Product Group"). The Minimum Purchase Goals shall be established by Kyocera based upon its evaluation of the sales potential of the Dealer, taking into consideration the size and population surrounding Dealer's location(s), Dealer's previous sales records, estimated total prior sales of office equipment and Products in Dealer's Area of Prime Responsibility, the number of authorized Kyocera dealers in the Area of Prime Responsibility, and other economic and market factors considered pertinent by Kyocera. Kyocera shall review the sales performance of Dealer periodically as the need arises and Dealer shall provide to Kyocera such records as Kyocera believes are necessary to verify the Products sold and places of sale. Kyocera will consult with Dealer regarding all goals established by Kyocera under this Agreement, but Kyocera shall have final authority in setting the Minimum Purchase Goals. Kyocera will notify Dealer in writing of any changes in Dealer's Minimum Purchase Goals by Product Group.

b) Locations. If Dealer has multiple locations, or a single location which covers a large area, Kyocera may assign more than one Area of Prime Responsibility and Minimum Purchase Goals for each Area. If Dealer fails to meet its Minimum Purchase Goals for any Product Group in any Area of Prime Responsibility, Kyocera may cancel the Dealer's authorization for that Product Group for the Area where Dealer has failed to obtain its Minimum Purchase Goals.

5. Adequate Facilities.

a) Place of Business. Dealer agrees to maintain each authorized location as a suitable place of business to conduct its business, within the Area of Prime Responsibility, provided that all costs and expenses incurred by the Dealer in the performance of this Agreement (including, but not limited to, all rentals, salaries, commissions, taxes, licenses, permit, telephone, promotional, advertising and traveling expenses) shall be paid by Dealer, and Dealer shall not be entitled to reimbursement from Kyocera.

b) Stock of Products. Dealer will purchase an adequate stock of the Products to meet the Dealer's market requirements of Products in the Area of Prime Responsibility. Dealer shall have available an adequate number and variety of Products for purposes of display and demonstration and shall, at all times, maintain same in a first-class condition.

6. Sales Promotion.

a) Sale of Products. Dealer shall sell and market the Products only to retail customers and shall not sell or market the Products to third parties for resale or outside the United States. Dealer shall use its best efforts to promote the sale, lease and rental of the Products in its Area of Prime Responsibility. Dealer shall conform with and carry out the marketing programs and policies of Kyocera as announced by Kyocera in writing from time to time. Dealers shall not, directly or indirectly, establish or operate any branch or locations other than the authorized locations covered by this Agreement or use independent agents or brokers for the sale of Products, without Kyocera's prior written consent. Dealer shall, at all times, employ an adequate number of trained and competent sales personnel who will enable Dealer to perform its obligations under this Agreement.

b) Demonstration Units. Dealer shall maintain a quantity of Products on hand for display and demonstration at each authorized Dealer location where in-store sales are made, and devote prominent floor space at each such location for demonstration to customers. In order to ensure that the appearance and performance of demonstration units are representative of the appearance and performance of Products in new condition, demonstration units required under this Section shall be used exclusively for display and demonstration purposes. Dealer may, however, sell demonstration units as used equipment; in this event, no end-user warranty is offered by Kyocera on such units, and Dealer shall accurately represent to purchasers the used status of such units.

c) Catalogues and Literature. Kyocera agrees to sell, at a reasonable charge to Dealer, and Dealer agrees to buy, a reasonable quantity of catalogues, articles, leaflets, and advertising materials deemed appropriate by Kyocera, relating to the Products, as they are issued from time to time, and Dealer agrees to distribute them among prospective customers within the Area of Prime Responsibility.

d) Training. Kyocera will assist Dealer by supplying information and arranging for educational classes and courses for sales and service employees designated by the Dealer. The training may be in person, by video and CDs, or through Kyocera's dealer website. In person training will be at places Kyocera may deem appropriate, in which case, Dealer agrees to send its skilled employee or representative, and Dealer shall bear all traveling and living expenses of such employee or representative of Dealer, while attending such courses, unless otherwise notified by Kyocera. In such event, the Dealer shall insure its designated employee or representative against accidents occurring during the training periods or while traveling to or from the place of training, and Dealer waives any claim against Kyocera in that regard. Kyocera shall, in no event, be liable for accidents occurring during the training periods, or while traveling to or from the place of training, and Dealer agrees to indemnify Kyocera against any such claim made by such employee or representative of Dealer.

e) Studies. If Kyocera requests, Dealer shall respond to questionnaires, surveys and studies for the improvement of the retail marketing of the Products, the services provided to Dealer, and/or the actual Products, provided that such questionnaires, surveys and studies are not unduly burdensome in view of the mutual objectives of Kyocera and Dealer.

7. Service Obligation.

a) Service Requirements. The Dealer may only market and service the Equipment in its Area of Prime Responsibility where it can provide prompt, professional, willing and courteous maintenance, repair and warranty service. The Dealer shall: (i) establish and maintain a qualified service staff trained for the Products; (ii) send its maintenance personnel to such schools as Kyocera shall offer from time to time; (iii) maintain an adequate inventory of Kyocera brand spare parts and supplies to perform its service obligations; (iv) not sell parts and supplies which do not work properly in the Equipment or which fail to meet Kyocera's specifications; (v) comply with and carry out the service requirements associated with preventative maintenance and warranty policies and procedures; (vi) carry out any special service requirements or programs which Kyocera deems necessary; (vii) maintain accurate records of the service performed on the Equipment; and (viii) not alter or remove any serial numbers or labels from the Products, nor alter any copy/print counter found in the Products.

b) Service Facilities. From time to time, Kyocera's representatives may visit Dealer's location and evaluate the service provided by Dealer. Kyocera's service representatives may inspect Dealer's service records and facilities to assure compliance with the above standards and to obtain service data related to the Products. Dealer agrees to take any reasonable corrective action requested by Kyocera to improve Dealer's service.

8. Warranties and Warranty Service.

a) Policy. Dealer agrees to incorporate the Kyocera Limited Warranties packaged with the Equipment in each of its agreements for sale to the end-user. As an integral part of Dealer's service obligation, Dealer will perform, pursuant to the Kyocera Equipment Warranty Policy and Procedure (the "Warranty Policy") in effect at the time, without charge to the end-user, such service as may be required to fulfill the provisions of Kyocera's warranties. For performing such service, Kyocera will credit Dealer's parts account for parts returned, after the Dealer has properly completed and submitted to Kyocera the documentation, all as set forth in the Warranty Policy. Dealer's labor and labor costs are excluded, unless expressly included in the Warranty Policy. Dealer shall only use genuine Kyocera brand parts when performing service under the Warranty Policy. After the Warranty period, Dealer agrees to make "per call" and annual contract service available at industry-wide competitive rates to Dealer's customers and any customer in Dealer's Area of Prime Responsibility, no matter where the Equipment was purchased.

b) Limited Warranty. The Products are warranted to Dealer and customers only to the extent, and in accordance with the conditions, set forth in the Kyocera Warranty Policy. There are no other warranties on the Products. ANY CURRENT WARRANTY PUBLISHED BY KYOCERA IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KYOCERA BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SALE OF ANY ITEM TO DEALER OR OTHERWISE. Kyocera's liability, if any, shall in all events be limited to repair or replacement of any defective Products, all to the extent set forth in the Kyocera Warranty Policy, and Dealer's rights to obtain repair or replacement parts or products pursuant to any such warranty statement shall be the Dealer's sole and exclusive remedy. Without limiting any of the foregoing, Kyocera shall incur no liability to Dealer or any customer of Dealer arising out of any contract or arrangement between Dealer and any of its customers, unless Kyocera shall expressly and in writing agree to the contrary. If Dealer's warranty to the customer is greater than the Kyocera Limited Warranty for the applicable Product, Dealer shall advise the customer that Kyocera is not responsible for Dealer's extended warranty.

9. Websites. If Dealer uses Kyocera's dealer website then it shall comply with all "Terms of Use" and to any modifications made to such terms from time to time. If Dealer has a website, Dealer shall comply with all provisions in this Agreement related to advertising, trademarks, etc. when displaying information related to Kyocera products on that site.

10. National and Government Accounts. Dealer shall support the National and Government Account Program as outlined in its Policies and Procedures Manual, from time to time. If Kyocera requests, Dealer will service Equipment for Kyocera's National and Government Accounts located in Dealer's Area of Prime Responsibility, and Kyocera agrees to compensate Dealer for such service, and Dealer accepts the compensation and terms and conditions of Kyocera's National Account Representative Program as amended from time to time. Further, Kyocera in its sole discretion reserves the right to add or remove Dealer's name from Kyocera Dealer Service Locations listed in Kyocera's commercial or

government schedules for Products.

11. Inter-territorial Transactions. In the event that Dealer enters into an agreement in Dealer's Area of Prime Responsibility for the sale, lease or rental of Products for use outside Dealer's Area of Prime Responsibility, Dealer shall immediately make appropriate arrangements to have installation and warranty service provided by another Authorized Kyocera Dealer. Dealer shall pay such other dealer an inter-territorial allowance as determined by Kyocera's National Account Department from time to time. This allowance is to provide the recipient dealer reasonable compensation for services to be performed.

12. Relationship of the Parties. It is expressly understood that Dealer is an independent contractor and that Dealer has not been granted a franchise. Dealer will not under any circumstances sign on Kyocera's behalf any agreements, forms or other documents. This Agreement will not create a partnership, employment, or agency relationship between Kyocera and Dealer, and no act or obligation of either party shall in any way bind the other except as expressly set forth herein. Salespeople and other employees utilized by Dealer in connection with its obligations hereunder will be under the management and control of Dealer and, under no circumstances, will be considered employees or agents of Kyocera. Dealer acknowledges that Kyocera distributes products, which are the same or similar as the Products to be purchased under this Agreement, which Kyocera sells through its own and affiliated companies and through other companies, dealers, and distributors and that nothing contained in this Agreement shall be construed to limit Kyocera's right to market and distribute such products in such ways.

13. Security Interest. Dealer hereby grants Kyocera, as security for all amounts now or in the future owed Kyocera, a continuing security interest in all Kyocera Products, now owned or hereafter acquired, and the proceeds thereof, as may be granted under the Uniform Commercial Code in the jurisdiction where Dealer is located. Dealer agrees to execute a standard security agreement, financing statements and any other documents necessary to perfect Kyocera's security interest.

14. Trademarks.

a) Kyocera Trademarks. Dealer acknowledges the validity of the trademarks and other trade names affixed to the Kyocera products, and that such trademarks and trade names are exclusively owned by Kyocera Mita America, Inc, its parent, or an affiliated company (all collectively referred to in this Agreement as "Kyocera"). Dealer further acknowledges that considerable time and money have been expended to create the goodwill associated with the Kyocera trademark and that such goodwill belongs to Kyocera. Nothing contained herein shall give Dealer any interest or right in the trademarks or other trade names affixed to the Kyocera products, or used by Kyocera. Except as expressly authorized by Kyocera in writing from time to time, Dealer shall not use   **KYOCERA** *mita*  or any other trademark owned or controlled by Kyocera. Dealer agrees to review and comply with the instructions on the proper use of the Kyocera trademark that is issued by Kyocera from time to time.

b) Use of Trademarks. Dealer may advertise that it is an "Authorized Kyocera Dealer" and use the phrase "Kyocera Technology" in the body of the text of its advertisements for Kyocera products, but the font, type and size shall be consistent with the balance of the advertisement, as set forth in the instructions for proper use of the Kyocera trademark. Dealer shall not use the Kyocera trademark or any Kyocera trademark as part of a corporate, trade, domain, or other business name; or in any manner not approved or authorized by Kyocera; or in any manner in which Kyocera concludes in its sole judgment, is confusing or misleading, or reflects negatively on the quality or goodwill associated with the trademarks used by Kyocera or Kyocera. Dealer shall not alter or remove the Kyocera trademark or any Kyocera trademarks from any of the Kyocera products, or affix any other name or marks to the Kyocera products.

15. Ethics. Dealer will maintain the highest ethical business standards and avoid and refrain from being involved in any activities which may in any manner disparage the Kyocera name, any of Kyocera's marks, or Products. Further, in the conduct of its business, Dealer will comply with all federal, provincial and local laws, rules and regulations. Dealer shall make no statement which contains representations with respect to the Products which exceeds the specifications approved in writing by Kyocera. Dealer shall not make any false, misleading or deceptive representations to any customer or engage in any unfair trade practices. Dealer shall be solely responsible for the actions of its personnel and its sales and service representatives. Dealer shall indemnify and hold Kyocera harmless from any and all liability or damages that may result from a breach of this Section.

16. Change of Management or Sale of Dealership. Dealer shall advise Kyocera in writing of any substantial change in the operating management of Dealer within seven days after such change. The notice shall contain details of the change and other relevant information. If Dealer decides to sell a majority of its assets or a majority share of the outstanding shares of the dealership, Dealer must inform Kyocera of such intention in writing. ~~Kyocera will then have a "right of first offer" to make an offer to buy the assets of Dealer, or a majority of the outstanding shares of a Dealer, as the~~

~~ease may be. Kyocera shall make its offer, or advise Dealer that Kyocera has no interest to buy, within 30 days of receiving Dealer's written notification of its intent to sell. Dealer shall have 30 days to respond to Kyocera's offer. If Dealer rejects the offer by Kyocera, then Dealer shall not sell its assets and/or a majority of its outstanding shares on terms more favorable to a prospective purchaser than those terms proposed by Kyocera within six months of the date of Dealer's rejection of Kyocera's offer. The proceeds of any such sale must be used for the payment in full of any outstanding debts and obligations of Dealer to Kyocera.~~

17. Delays. Kyocera will not be liable under this Agreement for damages or delays caused by strikes, vendors, lock-outs, accidents, delays in manufacturing, delays in carriers, acts of God, governmental actions, or any other causes beyond its reasonable control.

18. Confidential Information.

a) Confidential Information. Dealer may from time to time receive from Kyocera, or obtain from Kyocera's website, information that is designated in writing as "confidential," or that is not available to the general public and is considered proprietary or confidential to Kyocera. The terms and conditions of this Agreement are confidential. Dealer shall hold such information in confidence, shall not use it except to further Dealer's relationship with Kyocera under this Agreement, and shall not publish or disclose it to third parties for five years after receipt unless authorized in writing by Kyocera. Dealer's obligations under this Section shall survive the termination or non-renewal of this Agreement.

b) Public Information. The obligations of the Dealer under this Section shall not apply to information that: (i) has been disclosed in a publicly available source or is, through no fault of the Dealer, later disclosed in a publicly available source; (ii) is in the rightful possession of the Dealer without any obligation of confidentiality; or (iii) is rightfully disclosed to the Dealer by a third party free of any obligation of confidentiality. Upon the termination of this Agreement, Dealer shall at the request of Kyocera, return to Kyocera or destroy all tangible materials, computer files, and electronic media containing any confidential or proprietary Kyocera information.

19. Termination.

a) Termination without cause. After the expiration of the initial term specified in Section 2, Kyocera may terminate or decline to renew this Agreement, without cause, upon 90 days prior written notice to the Dealer. Dealer may terminate or decline to renew this Agreement without cause upon 30 days prior written notice to Kyocera.

b) Termination for cause. This Agreement may be terminated by Kyocera for any of the following reasons upon giving Dealer not less than 30 days prior written notice: (i) Failure of Dealer to obtain its Minimum Purchase Goals, or failure to fulfill or perform any one or more of its covenants, obligations, duties, or responsibilities described in this Agreement; (ii) Any substantial change in the operating management of Dealer, or any sale, transfer or relinquishment of any substantial interest in the direct or indirect ownership of Dealer or its business.

c) Automatic Termination. This agreement shall automatically terminate in the event: (i) Dealer ceases doing business; (ii) Dealer suffers or files any bankruptcy, arrangement, reorganization or insolvency proceeding; (iii) Dealer makes a general assignment for the benefit of creditors; (iv) Dealer fails to make payments due to Kyocera for goods sold and delivered after demands for payment have been made; or (v) Dealer attempts to transfer the assets or shares of Dealers' business without notifying Kyocera in writing and allowing Kyocera to exercise its "right of first offer" as set forth in Section 16 herein.

d) Effect of Termination. Termination of this Agreement shall not relieve Dealer from its obligations that have accrued pursuant to the provisions of this Agreement, or release the parties from any obligations which may have been incurred as a result of operations conducted under this Agreement.

e) Parts and Supplies. Upon termination of this Agreement, if Dealer's account with Kyocera is current, Kyocera will continue to sell to Dealer parts and supplies for Equipment previously sold to Dealer by Kyocera that is being serviced by Dealer (and not for re-sale). Kyocera will sell Dealer such parts and supplies for a period of two years from the date of Dealer's last purchase of the Equipment models the parts and supplies are related, at the dealer prices in effect at the time of the order on a C.O.D. basis. Upon termination of this Agreement, Dealer at its expense, shall immediately discontinue the use of, and remove from its business locations, vehicles, stationery, advertisements, and the like, any Kyocera or Kyocera trademarks.

20. Arbitration. Any controversy or claim arising out of, or relating to, this Agreement or breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. The arbitration proceeding shall be conducted in Northern New Jersey or such other location as the parties agree, by an Arbitrator selected under the Rules of the American Arbitration Association. The costs of the arbitration shall be borne equally by Kyocera and Dealer. The parties shall have the right to appeal any judgment based upon the Arbitrators' award, solely for erroneous findings of

law, under the appellate rules of the state where the arbitration proceeding was held, as if the award was rendered by a state trial court of competent jurisdiction. The parties agree that the state appellate court, in the state where the Arbitrator issued the judgment/award, shall be the proper forum and venue to hear any such appeal.

21. Limitation of Remedies. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, BASED UPON A CLAIM OF ANY TYPE OR NATURE (INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, NEGLIGENCE, WARRANTY OR STRICT LIABILITY), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. Export Control Regulations. Dealer understands that the Products (especially those with encryption technology) may be subject to regulation by agencies of the U.S. Government, which prohibit export or diversion of particular products and technologies to certain persons or countries. Dealer shall not sell the Products outside the United States. In addition, Dealer warrants that it will comply in all respects with the export and re-export restrictions which may govern the Products. Dealer will take reasonable actions, which may be necessary to assure that no customer contravenes such United States laws or regulations or other applicable laws.

23. Assignment and Law. Neither this Agreement nor any interest or right hereunder may be assigned by Dealer without the prior written consent of Kyocera. This Agreement shall be governed and construed in accordance with the laws of New York State. If it is necessary to make or defend an action or claim arising out of this Agreement, or to collect money past due, Kyocera shall be entitled to all costs and fees incurred, including collection fees and reasonable attorney's fees, and interest (at the lower of 15% or the highest amount allowed by law) on the unpaid balance from the date due.

24. Notices and Headings. Notices required or permitted to be given hereunder shall be in writing and sent by mail or a national courier service to the principal office of the other party or at such other address as the parties may designate in writing. The headings in this Agreement are for the convenience of the parties and shall have no interpretive effect.

25. Entire Agreement. This Agreement, including the exhibits hereto, represents the entire Agreement between the parties related to a Kyocera dealership, and supersedes all prior discussions, agreements, and understandings of every kind and nature between them. There are no conditions to this Agreement not expressed herein. No modification of this Agreement will be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

Progressive Business Technologies, Inc
(Legal Name of Dealer)

By: David Forsberg
(Signature)

DAVID FORSBERG - PRESIDENT
(Name and Title)

KYOCERA MITA AMERICA, INC.

By: Edward Bialecki
(Signature)

Edward Bialecki, Senior V.P. of Sales
(Name and Title)

Accepted May 4, 2005
(Date of Acceptance)



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Tip

Search Training History

Training Type: Student:
 Completion Date From: / / Completion Date To: / / Sort By:

Matching Results						ViewPages
Course	Student Name	Start Date	End Date	Score	Result	
Course Name: TASKalfa 205c/255c MFP Training Type: Online Class No: VT229	GERALD LISKO	02/02/2011	07/11/2011	84	Passed	
Course Name: TASKalfa 255/255b/305 MFP Training Type: Online Class No: VT227	GERALD LISKO	12/15/2010	07/11/2011	92	Passed	
Course Name: TASKalfa MFP Series (RT) in Illinois; Pre-Training Required Training Type: Classroom Class No: RT300266	GERALD LISKO	06/21/2011	06/24/2011	88	Passed	
Course Name: TASKalfa MFP Series Pre-Training Training Type: Online Class No: VT231	GERALD LISKO	02/21/2011	05/24/2011	85	Passed	
Course Name: FS-C2126MFP/2026MFP Training Type: Online Class No: VT225	GERALD LISKO	08/18/2010	02/23/2011	92	Passed	
Course Name: 5-DAY 250ci - 500ci (NT) National Training Center NO Pre-Training Training Type: Classroom Class No: NT005523	GERALD LISKO	06/21/2010	06/25/2010	97.2	Passed	
Course Name: FS-1028/1128MFP Training Type: Online Class No: VT215	GERALD LISKO	09/16/2009	03/10/2010	92	Passed	
Course Name: FS-C5400DN Update Training Type: Online Class No: VT207	GERALD LISKO	06/15/2009	07/08/2009	100	Passed	
Course Name: FS-C1020MFP Training Type: Online Class No: VT205	GERALD LISKO	05/25/2009	07/02/2009	95	Passed	
Course Name: FS-C5200/C5300DN	GERALD LISKO	12/12/2008	01/26/2009	100	Passed	

Training Type: Online
Class No: VT196

Course	Student Name	Start Date	End Date	Score	Result
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Course Name: KM-F1060 Training Type: Online Class No: VT151	GERALD LISK0	08/03/2005	09/12/2008	88	Passed
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Course Name: KM- 2560/3060/2540/3040 Training Type: Online Class No: VT185	GERALD LISK0	10/24/2007	09/08/2008	96	Passed
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Course Name: FS-1300D Training Type: Online Class No: VT190	GERALD LISK0	02/25/2008	04/17/2008	96	Passed
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Course Name: PRETRAINING for C3232/C3225/C2520 CLASS Training Type: Online Class No: VT159	GERALD LISK0	01/01/2006	02/13/2007	100	Passed
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Course Name: KM-3050/4050/5050 Training Type: Online Class No: VT163	GERALD LISK0	10/16/2006	11/24/2006	92	Passed
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Course Name: FS-C5020N/C5030N Training Type: Online Class No: VT141	GERALD LISK0	04/29/2005	10/04/2006	84	Passed
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Course Name: KM-1650/2050/2550 Training Type: Online Class No: VT130	GERALD LISK0	08/13/2004	06/12/2006	100	Passed
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Course Name: FS- 2000D/3900DN/4000DN Training Type: Online Class No: VT160	GERALD LISK0	04/12/2006	05/25/2006	88	Passed
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Course Name: FS-1800/1900/3800 CD - VT095 Training Type: Media Class No: VT095	GERALD LISK0	11/09/2000	05/13/2006	92	Passed
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Course Name: K1530 - VT097 Training Type: Media Class No: VT097	GERALD LISK0	01/30/2001	05/13/2006	91	Passed
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Course	Student Name	Start Date	End Date	Score	Result
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Course Name: FS-1000+/1010 - VT098 Training Type: Media Class No: VT098	GERALD LISK0	02/27/2001	05/13/2006	100	Passed
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Course Name: K1510 - VT099 Training Type: Media Class No: VT099	GERALD LISK0	03/28/2001	05/13/2006	88	Passed
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Course Name: KM-F650 /F1050 - VT102 Training Type: Media Class No: VT102	GERALD LISK0	01/18/2002	05/13/2006	88	Passed
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Course Name: FS-1920/3820/3830 CD - VT116 Training Type: Media Class No: VT116	GERALD LISK0	04/08/2004	05/13/2006	92	Passed
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Course Name: FS-C5016N - CD Training Type: Media Class No: VT105	GERALD LISK0	07/10/2003	05/13/2006	100	Passed
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Course Name: FS-1020d - VT108 GERALD LISKO 11/14/2003 05/13/2006 100 Passed
Training Type: Media
Class No: VT108

Course Name: KM-C3130/C2230 GERALD LISKO 12/12/2005 12/16/2005 92.50 Passed
Training Type: Classroom
Class No: NT004660

Course Name: KM-1820 OL - VT153 GERALD LISKO 06/28/2005 08/05/2005 80 Passed
Training Type: Online
Class No: VT153

Course Name: FS-1920/3820/3830 GERALD LISKO 04/09/2004 06/03/2005 92 Passed
Training Type: Online
Class No: VT117

Course Name: FS-C5016N - OL GERALD LISKO 01/13/2004 06/03/2005 100 Passed
Training Type: Online
Class No: VT109

Course	Student Name	Start Date	End Date	Score	Result
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Course Name: FS-1000+/1010 - VT123 Training Type: Online Class No: VT123	GERALD LISKO	05/07/2004	06/03/2005	100	Passed
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Course Name: K1530 - VT122 Training Type: Online Class No: VT122	GERALD LISKO	05/07/2004	06/03/2005	91	Passed
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Course Name: K1510 - VT120 Training Type: Online Class No: VT120	GERALD LISKO	05/07/2004	06/03/2005	88	Passed
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Course Name: FS-1020d - VT112 Training Type: Online Class No: VT112	GERALD LISKO	03/31/2004	06/03/2005	100	Passed
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Course Name: KM-F1050 /F650 Training Type: Online Class No: VT118	GERALD LISKO	04/09/2004	05/03/2005	88	Passed
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Course Name: KM-1815 Training Type: Online Class No: VT125	GERALD LISKO	07/06/2004	05/02/2005	92	Passed
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Course Name: FS-720/820/920 Training Type: Online Class No: VT136	GERALD LISKO	01/07/2005	05/02/2005	92	Passed
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Course Name: FS-1800/1900/3800 OL - VT124 Training Type: Online Class No: VT124	GERALD LISKO	05/07/2004	05/02/2005	92	Passed
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Course Name: 2530/3530 Training Type: Classroom Class No: RT300056	GERALD LISKO	11/06/2001	11/08/2001	84.00	Passed
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Course Name: 80/83 - NT112 Training Type: Classroom Class No: NT003286	GERALD LISKO	09/24/2001	09/25/2001	100.00	Passed
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