

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Konica Minolta Premier Finance		2. Amount: \$21,208.80
3. Fund/Account #: 4150/365190	4. Department Name: Utility Services	
5. Contract Description: Lease for Large Format Multi Function Printer		
6. Contract Monitor: Jennifer Thomas	8. Contract Type:	
7. Dept/Office Director: Edward Fontanin	LEASE/RENTALS	
9. Type of Procurement: Other		


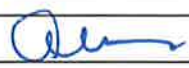
SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Swanke, Elizabeth <small>Digitally signed by Swanke, Elizabeth Date: 2020.11.20 13:35:04 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 2/3/21
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 2/3/2021

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Konica Minolta Premier Finance		2. Amount: \$21,208.80
3. Fund/Account #: 4150/365190	4. Department Name: Utility Services	
5. Contract Description: Lease for Large Format Multi Function Printer		
6. Contract Monitor: Jennifer Thomas		8. Contract Type: LEASE/RENTALS
7. Dept/Office Director: Edward Fontanin		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Swanke, Elizabeth <small>Digitally signed by Swanke, Elizabeth Date: 2020.11.20 13:35:04 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2020.11.23 09:19:59 -05'00'</small>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

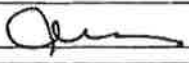
CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Konica Minolta Premier Finance		2. Amount: \$21,208.80
3. Fund/Account #: 4150/365190	4. Department Name: Utility Services	
5. Contract Description: Lease for Large Format Multi Function Printer		
6. Contract Monitor: Jennifer Thomas	8. Contract Type:	
7. Dept/Office Director: Edward Fontanin	LEASE/RENTALS	
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Swanke, Elizabeth <small>Digitally signed by Swanke, Elizabeth Date: 2020.11.20 13:35:04 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 1/13/2021

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 1/15/2021
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored Items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**Contract for Copiers and Managed Print Services for Brevard County Utility
Services Department Service Areas**

This Contract, made and entered into as of this 23 day of February, 2021, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and Konica Minolta Business Solutions U.S.A., Inc., a foreign for profit corporation registered to do business in the State of Florida, located at 1825 Business Park Blvd, Daytona Beach, FL 32114, hereinafter referred to as "Contractor."

Witnesseth:

Whereas, the County requires an agreement for copiers and managed print services for the County Utility Services Department Service Areas (hereinafter "Project"); and

Whereas, Contractor has previously entered into a Contract with the State of Florida, led by the State of Colorado, for the same services (hereinafter "State of Florida Contract"), which is attached hereto and incorporated herein as "Exhibit A"; and

Whereas, the County has authorized the Purchasing Department to utilize and have access to Contracts of Florida's City and County governments, including the State of Florida; and

Whereas, the County desires to access the State of Florida Contract with Contractor for the performance of such services in accordance with the terms of the "Exhibit A".

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Description of Services and Payment.

The Contract between the State of Florida and Konica Minolta Business Solutions U.S.A., Inc., entered into on February 25, 2020, including any attachments, exhibits, amendments or renewals to the same is attached hereto and incorporated by referenced as "Exhibit A." County shall pay Contractor \$31,655.60 for the services as more fully described in "Exhibit B", a copy of which is attached hereto and incorporated by reference.

Section 2. Mutually Agreed Upon Amendments.

The County and Contractor mutually agree to adopt the definitions, terms and conditions of "Exhibit A" and further amend the following definitions, terms, and conditions of "Exhibit A" as follows:

- A. All references to the "State of Florida" found within "Exhibit A" or referenced within "Exhibit A" shall for the purposes of this Contract be replaced with the words "Brevard County," for the purposes of this Contract.
- B. The term of this Contract shall be for a period of 60 months from the date of the Party last signing this Contract as provided hereinbelow (hereinafter "effective date"), unless terminated beforehand as provided for in this Contract. The obligations of the County under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.
- C. This Contract shall be interpreted and construed in accordance with the laws of the State of Florida with Venue for any action brought shall be in the Courts of the 18th Judicial Circuit of the State of Florida, in Brevard County.
- D. The Contractor shall comply with, and give notices required by any applicable law, ordinance, rule or regulation and lawful orders of public authorities bearing on performance of the work required for the Project.
- E. If the Contractor performs work knowing it to be contrary to applicable laws, statutes, ordinances, building codes, and rules and regulations without notice to the County, the Contractor shall assume full responsibility for such work and shall bear the attributable costs and liability.
- F. It is not the County's or the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, and such variance was not discovered during the Contractor's review of these documents for the purpose of determining the price set forth in the Services Agreement attached hereto as "Exhibit B", the Contractor shall promptly notify the County, in writing, and necessary changes shall be accomplished by appropriate modification.
- G. All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.
- H. No modification of this Contract shall be binding on the County or the Contractor unless reduced to writing and signed by a duly authorized representative of both the County and the Contractor.
- I. Insurance requirements – The County shall provide the Contractor a copy of their certificate of insurance demonstrating General Liability coverage. The leased printer will be covered for insurance purposes for the duration of the lease.

Section 3. Employment Eligibility Verification (E-Verify).

A. The Contractor:

- 1) In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.
- 2) The County shall not enter into, or renew, a contract with a vendor/ contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
- 3) The County shall verify the Vendor's/Contractor's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- 4) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
- 5) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 4. Public Records.

In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Contractor or provided to Contractor by the County in connection with the activities or services provided by Contractor under the terms of this Contract, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes. Records, documents, books and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours. The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. No reports, data, programs or other materials produced, in whole or

in part for the benefit and use of the County, under this Contract shall be subject to copyright by Contractor in the United States or any other country.

Should the County face any legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and the County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12, Florida Statutes.

The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with the provisions of this Section, shall result in the County taking enforcement action against the Contractor including the cost to the County for gaining the Contractor's compliance which will include, but are not limited to, the gross hourly rate of the County's employee(s) contacts to the Contractor to obtain compliance with this Section, litigation filing fees and attorney's fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KATIE BALLAGH, AT (321) 633-2091, 2725 JUDGE FRAN JAMIESON WAY, BUILDING A, SUITE 213, VIERA, FLORIDA 32940 or Katie.Ballagh@brevardfl.gov

Section 5. Notices.

- A. All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if sent in a manner requiring a signed receipt of delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:

(1) To the County at the following address:

Edward Fontanin, PE, Director
Brevard County Utility Services Department
2725 Judge Fran Jamieson Way

Building A, Suite 213
Viera, Florida 32940

(2) To Contractor at the following address:

Konica Minolta U.S.A., Inc.
Attention: Brandy Mammay
Account Executive
1825 Business Park Blvd
Daytona Beach, FL 32114

- B. Either party may at any time designate a different address by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

Section 6. Negotiated Contract.

This Contract reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

Section 7. Termination.

Termination. Termination shall be pursuant to the terms of Sections 2.3.1 through 2.3.3 of the Contract between the State of Florida and Konica Minolta Business Solutions U.S.A., Inc., entered into on February 25, 2020, including any attachments, exhibits, amendments or renewals to the same is attached hereto and incorporated by referenced as "Exhibit A."

- B. Termination Billings. Upon termination of this Contract the Contractor shall bill the County for all amounts not previously billed and due to the Contractor as of the date of termination.

Section 8. Independent Contractor.

It is hereby mutually agreed that the Contractor is and shall remain an independent contractor and is not an employee or agent of the County. The Contractor shall procure, pay for, and maintain Workers' Compensation insurance in an amount as required by law.

Section 9. Equal Opportunity Employment.

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. The

Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, nation origin, sex, or age. Such action shall include, but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, national origin, sex or age.

Section 10. Assignment.

The County and the Contractor each bind itself and its successors, legal representatives, and assigns to the other party to this Contract, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Contract; and neither the County nor the Contractor shall assign nor transfer their interest in this Contract without the prior written consent of the other party.

Section 11. Claims for Services.

No claim for services rendered by Contractor not specifically provided for in this Contract will be honored by the County.

Section 12. Severability.

If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 13. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Contract.

Section 14. Public Entity Crimes.

The Contractor hereby warrants and represents that the execution of this Contract by Contractor will not violate any provision in Section 287.131 through 287.133, Florida Statutes, pertaining to public entity crimes.

Section 15. Contract Documents Contain All Terms.

This Contract and all documents incorporated by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

[The remainder of this page left intentionally blank.]

In Witness Whereof, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST

Brevard County Florida Board Of County Commissioners

Rachel Sadoff, Clerk

By: _____
Rita Pritchett, Chair

As Approved by the Board on
2-23-21

Reviewed for legal form and content:

Abigail Forrester Jorandby 2/3/2021
Assistant County Attorney

Konica Minolta Business Solutions U.S.A., Inc.

By: Kristen McKenna
Kristen McKenna, State Contract Manager

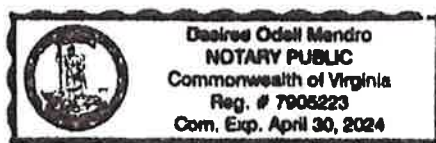
Date: 2/3/2021

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ by Kristen McKenna, State Contract Manager, Konica Minolta Business Solutions U.S.A., Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public



Desiree Mendro
Name typed, printed or stamped
My Commission Expires:
April 30, 2024