

THE STATE OF TEXAS
COUNTY OF FORT BEND

AGREEMENT BETWEEN FORT BEND COUNTY AND COIN COPIERS

THIS AGREEMENT, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Commission’s Court (hereinafter referred to as **County**) and The Ohmstede Group dba Coin Copiers 10700 Corporate Dr., Suite 106, Stafford, Texas 77477, a Texas corporation (hereinafter referred to as **“Coin Copiers”**).

WITNESSETH:

That whereas the County desires the provision of thirty-six (36) photographic copiers and a networked bar code scanner system for use at the Fort Bend County; and

Whereas, Coin Copiers desires to provide the **County** with such equipment and associated services;

Now Therefore, in consideration of the mutual promises and covenants of the parties recited herein, the parties agree that the following terms shall apply:

**I.
EQUIPMENT**

1.01 **Coin Copiers** shall provide twenty-eight (27) B&W copiers; nine (9) color copiers; thirty-two (32) 5¢, 10¢, 25¢ and \$1.00 bill/coin boxes and thirty (30) networked card readers with bar code scanners. The equipment to be used is allocated as follows:

- a. Sienna Branch Library: four (4) B&W Ricoh copiers, three (3) Ricoh color copier, six (6) networked bar code readers with appropriate interfaces to connect with the Comprise SAM Server and seven (7) coin boxes.
- b. University Branch: four (4) B&W Ricoh copiers, (3) Ricoh color copier, seven (7) networked bar code readers with appropriate interfaces to connect with the Comprise SAM Server and seven (7) coin boxes.

- c. George Memorial Branch: five (5) B&W Ricoh copiers, one (1) Ricoh color copier, six (6) networked bar code readers with appropriate interfaces to connect with the Comprise SAM Server and five (5) coin boxes.
- d. Mamie George Branch: one (1) Ricoh copier and one (1) coin box.
- e. Missouri City Branch: two (2) Ricoh copiers, two (2) networked bar code readers, and one (1) coin box.
- f. First Colony Branch: three (3) Ricoh copiers, one (1) Ricoh color copier, three (3) networked bar code readers and three (3) coin boxes.
- g. Sugar Land Branch: two (2) Ricoh copiers, two (2) networked bar code readers, and one (1) coin box.
- h. Katy Branch: four (4) Ricoh B&W copiers and one (1) Ricoh color copier,(5) coin boxes, four (4) networked bar code readers with appropriate interfaces for connection with the Comprise SAM Server.
- i. Fulshear Branch: one (1) Ricoh B&W copier, one (1) coin box.
- j. Needville Branch: one (1) Ricoh B&W copier, one (1) coin box.
- k. By mutual agreement of the parties, the number and types of equipment may be changed as technology improvements or changes are incorporated by the **County**.
- l. The **County** may request additional similar or dissimilar machines at the same or additional locations. **Coin Copiers** shall have sixty (60) days from receipt of such request to have such additional copiers installed and operating to the **County's** satisfaction.

1.02 Machine Specifications:

- a. Models to be installed must be as described herein or otherwise approved by the **County** in advance of installation.
- b. The copiers provided must have a monthly rated volume from the manufacturer of at least 15,000 copies and have a per copy speed of 18 copies per minute. Features and operating instructions will be supplied per Library specifications, to include:
 - 1. Acceptance of an 11 x 17 original;
 - 2. Reduction and enlargement mode;
 - 3. Light/dark copy control;
 - 4. Accept two (2) cassettes with 8.5" x 11", 8.5" x 14", 11" x 17", and minimum of 500 sheets;
 - 5. Use dry powder toner cartridges;
 - 6. Removal and/or cover of features not appropriate for self-service copiers;

7. Coin box must accept nickels, dimes, quarters, \$1.00 bills and give change;
 8. Provide bypass option for staff use.
- c. Models to be installed must be approved by the Library in advance. Copiers are to be provided with cabinet type stands with storage behind doors, stationary tops, 110 v., and escrow coin boxes as an integral part of the unit.
- d. The **County** shall not be obligated to accept a machine at the above-named sites (or at any future, additional sites) which does not conform to these specifications or which does not otherwise meet the **County's** requirements.

II SERVICE

- 2.01 **Coin Copiers** shall provide a complete "turn key" operation whereby copiers shall be available to staff and patrons of the Fort Bend County Libraries.
- 2.02 **Coin Copiers** will provide the above-described copiers complete with coin boxes, coin/bill changers and will provide all parts and service necessary to maintain said machines in good running order.
- 2.03 **Coin Copiers** will provide and maintain in adequate volumes all supplies necessary for the operation of any machines provided hereunder. This includes paper as well as compatible toner and print cartridges for copiers and printers. If requested by the **County**, **Coin Copiers** will provide OEM print cartridges for all public printers at a mutually agreed upon incremental charge to the **County**.
- 2.04 **Coin Copiers** will be responsible for collection of money from any machine provided hereunder.
- 2.05 **Coin Copiers** will report gross sales and usage data to the **County** in a written quarterly report. Said report will be provided to the **County** within ten (10) days of the end of each quarter. The **County** shall have the right to audit **Coin Copiers'** records with regard to the operation and receipts associated with any machine provided hereunder and shall be permitted to observe

collections and service.

2.06 **Coin Copiers** will respond to service calls between the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday. Response time (the appearance of a qualified service technician at the library site of the affected copier) shall in no event exceed four (4) hours (if the service call is placed within four (4) hours of the closing time of the affected library site. If not, the service call shall be at the start of business hours of the appropriate library on the next business day.) A failure to respond in a timely manner shall be grounds for termination of this Agreement. The **County** shall give **Coin Copiers** written notice of termination in such event.

2.07 **Coin Copiers** is an authorized dealer of the copiers to be installed or has a service contract with an authorized dealer for the machines to be installed. Copiers are to be repaired to a level of acceptable performance as determined by the **County**. If attempts at repairs are unsatisfactory, **Coin Copiers** will replace the copier, at no cost to the **County**, with one of equal or better features. Said replacement machine shall be delivered and installed promptly. The **County** may decline said replacement machine if **Coin Copiers** is unable to deliver and install said machine promptly enough to serve the **County's** needs, or if the replacement copier does not meet, in the **County's** sole opinion, its requirements.

III PAYMENT

3.01 The **County** will receive a commission on copies purchased by patrons or staff (“vend copies”). “Tech copies” are those copies made by **Coin Copiers** service technicians. The **County** will be allowed a certain number of “free copies”, as specified below.

3.02 Commission will be paid to the **County** based on the gross copier sales of each machine according to the following schedule:

COPIES PER MONTH	COMMISSION RATE	FREE COPIES
0 - 3,000	5%	400
3,001 - 6,000	7%	400
6,001 - 8,000	9%	400
8,001 -10,000	10%	400
10,001 +	12%	400

3.03 Free copies will be computed as a total for the system and not per machine. For example, one machine may exceed its number of free copies, but there will be no charge until the system total exceeds 400 x 23 machines. Copies run in excess of Vend copies + Tech copies + free copies will be subtracted from the commission at the rate of six-and-one-half cents (6 & 1/2 ¢) per copy. If these charges exceed the commission, the **County** will furnish any sum due **Coin Copiers** on a quarterly basis. The commissions are based on gross sales minus (-) State Sales Tax.

3.04 In addition to the commission rate on copies as described in Section 3.02 above, additional quarterly commissions for the total computer prints generated by all branches, excluding the Mamie George, Fulshear and Needville Branches, shall be paid by **Coin Copiers** to **County** at the following schedule:

1. 0-10,000 total prints per quarter = No commission paid
2. 10,001 – 20,000 total prints per quarter = 5% of net vend after sales tax proceeds
3. 20,001 – 30,000 total prints per quarter = 7% of net vend after sales tax proceeds
4. 30,001 – 40,000 total prints per quarter = 10% of net vend after sales tax proceeds
5. 40,001 and above total prints per quarter = 15% of net vend after sales tax proceeds

3.05 **County** will provide **Coin Copiers** with print statistics by site at the end of each quarterly Period. Upon receipt of this information, **Coin Copiers** will submit to the library a quarterly comprehensive report of total prints by site as well as copies itemized by machine and location. **Coin Copiers** will tender to the **County** a quarterly check in the amount of all commissions due the **County**. Said check shall be received by the **County** no later than ten (10) business days after receiving print statistics from the **County**.

3.06 The **County** shall not be charged under any circumstances for delivery, installation, service or parts for any **Coin Copiers** owned equipment, with the exception of installation and/or connection fees required to connect with other vendors hardware and/or software or installation and/or connection of products or software obtained by the **County** after the execution of this agreement. Any and all such charges shall be identified and approved by the Fort Bend County Library Director prior to installation or connection of such equipment, hardware or software.

IV. TERM

4.01 This Agreement shall be for a term from October 1, 2012, to September 30, 2015, unless earlier terminated according to the terms of this Agreement.

4.02 This Agreement may be renewed by the **County** for additional twelve (12) month periods by providing **Coin Copiers** written notice of its election to renew no later than thirty (30) days prior to the expiration of the then current term.

4.03 This Agreement may be terminated by the **County** upon thirty (30) days written notice to **Coin Copiers**, with or without cause.

V. INSURANCE AND LIABILITY

5.01 The vendor agrees to furnish to Fort Bend County a certificate of insurance in a form acceptable to the County, certifying that the vendor carries the following insurance with limits not less than:

Workerman's Compensation:	statutory limits
Bodily Injury Liability:	\$100,000 each person \$300,000 each occurrence
Property Damage Liability:	\$100,000 each occurrence

Comprehensive Automobile Liability

Bodily Injury:	\$100,000 each person
	\$300,000 each occurrence
Property Damage:	\$100,000 each occurrence

5.02 **Coin Copiers** shall indemnify, hold harmless, defend and exempt the **County**, its officers, agents servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incident to the performance of this Agreement with respect to **Coin Copiers** or arising out of the actions of **Coin Copiers**, its officers, agents, servants, employees or subcontractors.

5.03 Fort Bend County will not be liable for any loss of equipment or income due to tampering, burglary or destruction of copying equipment or machines for any reason, except proven theft by a **County** employee.

VI.
MISCELLANEOUS

6.01 In the performance of work or services hereunder, **Coin Copiers** shall be deemed an independent contractor, and any of its employees or volunteers performing work required hereunder shall be deemed solely as employees of **Coin Copiers** and shall not be entitled to any of the benefits or privileges of **County** employment.

6.02 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue for any suit hereunder shall be in Fort Bend County , Texas.

6.03 In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.04 **Coin Copiers** shall comply with all applicable laws, ordinances and codes of the State of Texas, and the United States, and of all local governments, or any other entities with local jurisdiction.

6.05 The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

VII. NOTICE

7.01 Any and all notices or communications required or permitted under this contract shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

Fort Bend County
301 Jackson
Richmond, Texas 77469
Attn: County Judge
Fax No. (713) 341-8609

Coin Copiers
Attention: Rick Ohmstede
10700 Corporate Dr.
Suite 106
Stafford, Texas 77477
Fax No. (281) 565-0269

VIII AMENDMENT

8.02 This Agreement may be extended only by subsequent written agreement of the parties.

8.03 This Agreement or any portion thereof may be amended at any time only by subsequent written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, but effective the 1st day of October, 2012.

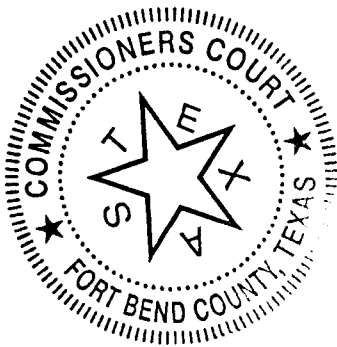
FORT BEND COUNTY, TEXAS

By: *Robert E. Hebert*
Robert E. Hebert, County Judge

Date: 8-28-2012

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk



Coin Copiers

By: *Rick Ohmstede*
Rick Ohmstede, President

Date: 8-18-2012