

**BID TABULATION**  
 OPENED: 2:00 P.M., JULY 17, 2018

Posted By: 10/1/18  
 Witnessed By: Bubba Stapp  
 Time / Date: **9/11/2018**  
**3:31PM**

**BID #18-SCH-89**  
**LASER PRINTER - COST PER PRINT PROGRAM COUNTY-WIDE**  
**REVISED BID TABULATION**

VENDOR	Addendum 1	PART 1 BLACK-AND-WHITE LASER PRINTERS <b>PRICE PER PRINT</b>	PART 2 COLOR LASER PRINTERS <b>PRICE PER PRINT</b>	PART 3		Extend Prices to Govern. Entities in	
		FOR PRINTERS IN CATEGORIES 1-4 (Base of Award)	FOR PRINTERS IN CATEGORIES 5-7	Hourly Rate	% Discount	FL	CLAY
Canon Solutions America, Inc.		Reject Bid					
Konica Minolta Business Solutions, Inc.		No Bid					
Office Depot, Inc.		No Bid					
Sissine's Office Systems, Inc.	Yes	\$0.023	\$0.023 Mono \$0.079 Color Monthly Base Charge	\$195.00	45%	Yes	Yes
Sun Print Management	Yes	\$0.01 \$0.0097 Legacy Devices	\$0.02 Mono \$0.08 Color Monthly Base Charge \$0.0097 Legacy Devices No Monthly Base Charge	\$100.00	57%	Yes	Yes
Tonertype	Yes	\$0.01	\$0.0125 Mono \$0.10 Color No Monthly Base Charge	\$45.00	48%	Yes	Yes

**RECOMMENDATION:**

Bid shall be awarded to **Tonertype and Sun Print Management**, the two (2) lowest, most responsive, responsible, qualified bidders meeting specifications for PART 1, PART 2, and PART 3 as stated in the Settlement Agreement between Sun Print Management, Tonertype, and the School District of Clay County.

**Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.**

Clay County School Board  
 925 Center Street  
 Green Cove Springs, FL 32043

Bid Opened and Tabulated By:  
Bubba Stapp  
[Signature]

Time/Date: 2:00 P.M., JULY 17, 2018

STATE OF FLORIDA  
SCHOOL BOARD OF CLAY COUNTY

SUN PRINT MANAGEMENT, LLC,

petitioner,

vs.

SCHOOL BOARD OF CLAY COUNTY,

respondent.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into between Sun Print Management, LLC ("Sun Print"), a Florida limited liability company, Tonertype, a wholly owned division of Dex Imaging, Inc., a Florida profit corporation, and the School District of Clay County, Florida (the "District"), a district constituting a unit for the control, organization and administration of schools under the laws of the State of Florida and governed by the School Board of Clay County, Florida (the "Board"), collectively known as the "Parties."

1. On August 6 and 7, 2018, Sun Print filed a formal bid protest and protest bond (the "Protest") with the District regarding Invitation to Bid 18-SCH-89 (the "Bid"). The Protest contested the District's selection of Tonertype as the Bid awardee. On August 21, 2018, Sun Print filed a supplement to its previously filed Protest.

2. The Parties have agreed to resolve this Protest pursuant to the following conditions:

A. The District shall recommend a dual bid award to Tonertype and Sun Print (the "Bid Award"). All terms and conditions of the Bid shall remain unchanged except as modified pursuant to this Agreement.

B. Tonertype shall be the primary vendor for the entirety of the contract term. Sun Print will be deemed a backup vendor and shall have no additional rights to provide services to the District other than the following:

i. Tonertype may begin replacement of Sun Print legacy black-and-white printers ("BWPs") with Tonertype non-legacy BWPs immediately upon Board approval of the Bid Award. Sun Print will provide services for its legacy BWPs until such time as all legacy BWPs have been replaced by Tonertype. Each company will bill for services associated with their respective printers under the terms of their respective Bid responses during this replacement period.

ii. Tonertype may begin replacement of Sun Print legacy color printers ("CPs") that do not meet Bid specifications with Tonertype non-legacy CPs immediately upon Board approval of the Bid Award. Sun Print will provide services for its legacy CPs that do not meet bid specifications until such time as all legacy CPs not meeting bid specifications have been replaced by Tonertype. Each company will bill for services associated with their

*respective printers under the terms of their respective Bid responses during this replacement period.*

*iii. The District may elect to replace Sun Print legacy CPs meeting Bid specifications with Tonertype non-legacy CPs at the District's sole discretion. Each company will bill for their respective printers under the terms of their respective Bid responses.*

*iv. If for any reason the Bid Award between the District and Tonertype is cancelled, or if Tonertype is otherwise unable to perform under its Bid Award with the District, Sun Print shall provide services to the District under the rates and terms of its Bid response. No part of this provision shall be construed or interpreted to prejudice Tonertype's rights under its contract with the District or this Agreement.*

*v. Sun Print agrees to withdraw its Protest with prejudice. Sun Print and Tonertype jointly agree to waive any and all future actions against the District related to the Bid or the Bid award, except an action to enforce the terms of this Agreement.*

*3. Upon approval of this Agreement by the Board, the failure of either party to comply with the terms of this Agreement shall be actionable with the prevailing party entitled to all reasonable and necessary attorneys' fees and costs incurred to enforce the Agreement. The Parties shall be responsible for their own fees and costs which they have incurred because of the Protest.*

4. If any part of this Agreement is found to violate Florida law, then that part shall be stricken with the remainder of this Agreement to survive intact.

5. This Agreement shall be construed and enforced pursuant to the law of the State of Florida. The exclusive venue of any dispute arising out of or related to this Agreement shall be Clay County, Florida.

6. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting the Agreement or any specific term or condition hereof. This Agreement shall be deemed to have been mutually drafted by the Parties.

7. Each Party warrants that no promise, inducement or agreement not expressed herein has been made in connection with this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces all prior negotiations or proposed agreements, written or oral.


8. This Agreement shall become effective upon the approval of the Bid Award by the Board.

(REMAINDER OF PAGE INTENTIONALLY BLANK)




Signed, sealed and delivered  
In the presence of:

SUN PRINT MANAGEMENT, LLC

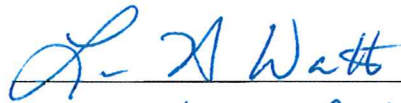
  
Printed: KEVIN M. JONES

By: MARK C. JONES  
Printed: MARK C. JONES

  
Printed: STEPHEN BLASKO

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing Settlement Agreement was acknowledged before me  
this 11<sup>th</sup> day of SEPTEMBER 2018, by MARK JONES,  
Sun Print, LLC, a Florida limited liability  
company, who is X personally known to me or \_\_\_\_\_ has produced  
\_\_\_\_\_ as identification.

  
Printed: LAURIE A. WATTS

Notary Public, State and  
County Aforesaid

My Commission Expires: FEBRUARY 13, 2021

My Commission No.: 66072370



Signed, sealed and delivered  
In the presence of:

TONERTYPE

Printed: \_\_\_\_\_

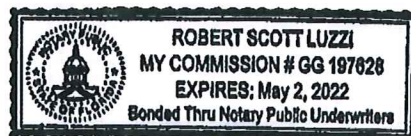
By: David Shaw

Printed: DAVID SHAW

Printed: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Settlement Agreement was acknowledged before me  
this 7<sup>th</sup> day of September 2018, by DAVID SHAW,  
Tonertype, a wholly owned division of Dex Imaging,  
Inc., a Florida profit corporation, who is ✓ personally known to me  
or — has produced n/a as identification.



Printed: Robert Luzzi

Notary Public, State and  
County Aforesaid

My Commission Expires: 5-2-2022

My Commission No.: GG 197628

Signed, sealed and delivered  
In the presence of:

CLAY COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Printed: \_\_\_\_\_

By: \_\_\_\_\_  
Printed: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing Settlement Agreement was acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_ 2018, by \_\_\_\_\_,  
\_\_\_\_\_, Clay County School District, a district  
constituting a unit for the control, organization and administration of  
schools under the laws of the State of Florida, who is \_\_\_\_ personally  
known to me or \_\_\_\_ has produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Printed: \_\_\_\_\_

Notary Public, State and  
County Aforesaid

My Commission Expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_



**BID TABULATION**  
 OPENED: 2:00 P.M., JULY 17, 2018

Posted By: ELFILL  
 Witnessed By: Buko Stamps  
 Time / Date: \_\_\_\_\_

**7/24/2018**  
**12:26**

**BID #18-SCH-89**  
**LASER PRINTER - COST PER PRINT PROGRAM COUNTY-WIDE**

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Clay County School Board  
 925 Center Street  
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