CS-09-133
CS/12L

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1546

CONTRACTOR INFORMATION

Name: CopyFax (Growth Management)

Address: 6631 N. Executive Park Court, Suite 210 Jacksonville, Florida 32316
City State Zip

Contractor's Administrator Name: Richard Durant Title: Education and Government Sales Manager

Tel#: 904-296-1600 Ext. 2413 Fax#: 904-296-7111 Email: richarddurant@copyfax.com

CONTRACT INFORMATION

Contract Name: Maintenance and Supply Agreement for Ricoh MPC6000 Color Copier Contract Value: $21,172.68

Brief Description: Cooperative Contract off of the State of Florida, Department of Management Services, Contract No. 600-340-06-1 for a 36-month lease, maintenance and supply agreement for a Ricoh MPC6000 Color Copier. Monthly lease of $588.13; maintenance and supply base monthly charge of $151.20 includes up to 50,000 black and white prints per month excess black and white prints at $.0085 per print. All color prints at $.08 per color print. Includes all toners and supplies except paper and staples.

Contract Dates 36 months from date of install Status: X New ___ Renew ___ Amend# ___ WA/Task Order

How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. X Other Cooperative Contract

If Processing an Amendment:

Contract #: ___ Increase Amount of Existing Contract: ___ No Increase ___

New Contract Dates: ___ to ___ TOTAL OR AMENDMENT AMOUNT: ___

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [signature] 1/7/2009 10 @ 03420541 - 546020 04247515 - 546020
Department Head Signature Date Funding Source/Acct #
(Charges based on usage) 8/13

2. Charlotte Young 1/8/2010
Contract Management Date

3. [signature] 1/11/2010
County Attorney (approved as to form only) Date

4. [signature] 1/12/10
Office of Management & Budget Date

Comments: ___

COUNTY COORDINATOR – FINAL SIGNATURE APPROVAL

[signature] 1/12/10
Edward Sealover Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

RECEIVED CONTRACT MANAGEMENT 2009 JAN -7 AM 10:02

10 JAN 11 ... 35

CM1544

COPYFAX

Exclusive Provider of Copiers, Printers and Fax to the Jacksonville Jaguars.

AUGUST 31, 2009

PROPOSAL
FOR
NASSAU COUNTY
GROWTH MANAGEMENT

RICOH MPC6000 COLOR COPIER	$462.64
SR4010 FINISHER	38.57
PRINTER-SCAN	32.74
2/3 HOLE PUNCH KIT	10.37
POSTSCRIPT 3	43.81
LINE CONDITIONER	INCL
TOTAL MONTHLY LEASE	$588.13

STATE OF FLORIDA 600-340-06-1

MAINTENANCE AND SUPPLY AGREEMENT

BASE MONTHLY CHARGE OF $151.2 INCLUDES UP TO 50,000 BLACK AND WHITE PRINTS PER MONTH EXCESS BLACK AND WHITE PRINTS AT $.0085 PER PRINT. ALL COLOR PRINTS AT $.08 PER COLOR PRINT. INCLUDES ALL TONERS AND SUPPLIES EXCEPT PAPER AND STAPLES.

36 MONTH LEASE

RICOH
State of Florida

Purchase / Lease / Full Maintenance

Attachment (A) to
Ricoh Master Pricing Agreement

ITN No. 12-600-340-C

Copies Prints Developments Per Minute	Maximum Monthly Volume / Duty Cycle	Type / Class	Ricoh Equipment and Options Prices Per Unit	Ricoh Reorder Number	Jan-08 Suggested Retail Price	Customer Purchase Price	FMV Lease 24 Monthly Payments	FMV Lease 36 Monthly Payments	FMV Lease 48 Monthly Payments	FMV Lease 60 Monthly Payments	Monthly Maintenance	Included B&W Copies (Max. Volume)	B&W Overage CPC	Color CPC	Delivery Install / Removal
			DIGITAL FULL COLOR												
55 Color / 60 B&W	30,000	IV / 4B	Ricoh MP C6000	413959	$23,800	$15,536	$756.49	$482.54	$379.13	$320.34	$151.20	30,000	0.0085	0.0800	$200
			P/S Unit Type C7500	002187MIU	2,200	1,106	52.63	32.74	26.50	22.45					
			SR4010 Finisher**	413074	2,000	1,303	62.07	38.57	31.31	26.45					
						$18,033	$871.83	$533.85	$437.08	$369.24					
			BK5010 Production Booklet Maker	413101	11,250	8,103	386.00	236.91	206.07	178.22					
			BK5010 Rail Unit	413105	320	231	11.16	7.53	5.81	4.00					
			Copy Tray Type 2075	412193	145	87	4.21	2.58	2.10	1.77					
			RT43 LCT Bundle	002460MIU	2,200	1,125	54.45	36.58	28.80	24.30					
			SR4020 Finisher**	413078	4,300	2,205	106.72	71.80	50.45	47.83					
			SR5000 Finisher	412991	5,550	3,272	150.38	98.85	71.85	60.42					
			Finisher Adapter Type C	413073	340	235	11.37	7.02	6.02	6.08					
			"11"x17" Tray Unit Type 2105	411206	1,450	877	42.45	26.50	22.48	18.84					
			LCIT RT4000	413085	4,550	2,985	144.47	97.31	76.42	64.48					
			Punch Unit Type 3260	402280	875	318	15.39	10.37	8.14	6.87					
			PU5000 Punch Unit	412980	875	535	25.89	17.44	13.70	11.56					
			Cover Interposer Tray Type 3260	412213	1,100	676	32.72	22.04	17.31	14.60					
			Tab sheet Holder Type 3260	412203	45	27	1.31	0.88	0.69	0.58					
			8 1/2"x14" Tray Type 1075	411167	810	490	23.72	15.97	12.54	10.58					
			Output Jogger Unit Type 3260	412212	350	217	10.50	7.07	5.56	4.69					
			CI5000 Cover Interposer	412976	3,500	2,064	99.90	67.20	52.84	44.58					
			ZF4000 Z-Folding Unit	412805	7,000	5,111	247.37	166.62	130.84	110.40					
			+ 9 Bin Mail Box CS391	412151	2,000	1,231	59.58	40.13	31.51	26.59					
			File Format Converter Type E	414007	575	363	17.57	11.83	9.29	7.84					
			Java VM Card Type F	414004	140	89	4.31	2.90	2.28	1.92					
			Data Overwrite Security Unit Type H	414002	370	240	11.62	7.82	6.14	5.18					
			HDD Encryption Unit Type A	414021	370	240	11.62	7.82	6.14	5.18					
			Copy Data Security Unit Type F	413085	675	442	21.30	14.41	11.32	9.55					
			Browser Unit Type D	414173	82	53	2.57	1.73	1.36	1.14					
			Copy Connector Type 3260	412615	1,420	888	42.98	28.95	22.73	19.18					
			Type 1027 Key Counter Bracket	412537	95	71	3.44	2.31	1.82	1.53					
			Optional Counter Interface Unit Type A	413012	60	36	1.74	1.17	0.92	0.78					

RICOH
State of Florida

Purchase / Lease / Full Maintenance

Attachment (A) to
Ricoh Master Pricing Agreement

ITN No. 12-600-340-C

Copies Prints Developments Per Minute	Maximum Monthly Volume / Duty Cycle	Type / Class	Ricoh Equipment and Options Prices Per Unit	Ricoh Reorder Number	Jan-03 Suggested Retail Price	Customer Purchase Price	FMV Lease 24 Monthly Payments	FMV Lease 36 Monthly Payments	FMV Lease 48 Monthly Payments	FMV Lease 60 Monthly Payments	Monthly Maintenance	Included B&W Copies (Max. Volume)	B&W Overage CPC	Color CPC	Delivery Install Removal
			Fax Options:												
			Fax Option Type C7500	413058	1,000	650	31.85	21.45	16.84	14.21					
			G3 Interface Unit Type C7500	413071	625	406	19.85	13.24	10.39	8.77					
			32MB Memory 400dpi/SAF	0013CDMU	185	122	5.80	3.98	3.12	2.64					
			Printer/Scanner Options:												
			Adobe PS3 Type C7500	414000	2,200	1,344	65.65	43.81	34.41	29.03					
			Gigabit Ethernet Type B	414204	440	285	13.79	9.29	7.30	6.16					
			IEEE802.11a/g Wireless Type J	414006	540	351	16.00	11.44	8.99	7.58					
			IEEE 1284 Interface Type A	411689	88	62	3.00	2.02	1.59	1.34					
			Bluetooth Interface Type 3245	412062	380	262	12.68	8.54	6.71	5.66					
			Fiery Options:												
			EFI Fiery E-7100 Controller	414498	7,800	5,328	257.88	157.73	120.63	100.10					
			EFI Impose v2.7	414495	2,025	1,861	95.28	58.64	47.60	40.21					
			Color Profiler Suite v2 w/ES-1000	0031100MU	3,500	2,314	172.08	68.40	55.81	40.87					
			Color Profiler Software v2 Upgrade	0031170MU	995	700	37.22	22.70	18.48	15.61					
			ES-1000 Color Spectrophotometer	0031160MU	1,248	903	40.61	28.50	23.14	19.55					
			EFI Hot Folders	413315	1,200	835	30.73	20.70	16.28	13.72					
			Auto Trapping	413316	1,200	635	30.73	18.80	15.26	12.89					
			Spot-On	413317	1,200	635	30.73	18.80	15.25	12.89					
55 Color / 60 B&W	30,000	IV / 4F	Ricoh 8560V	414563	$27,700	$13,680	$682.11	$404.92	$332.32	$280.75	$183.00	70,000	0.0080	0.0800	$200
			<Scanner Printer Kit type 3260	002440MU	1,900	1,100	53.53	32.74	26.68	22.45					
			SR970 Staple Finisher**	413321	3,000	1,303	63.07	38.57	31.21	26.45					
						$16,083	$778.71	$476.23	$390.21	$330.65					
			Copy Tray Type 2075	412190	145	87	4.21	2.58	2.10	1.77					
			RT43 LCT Bundle	002450MU	2,200	1,125	54.45	36.66	28.80	24.30					
			SR4000 Booklet Finisher**	413310	3,200	2,205	106.72	71.88	58.45	47.83					
			Finisher SR642	413310	3,200	2,205	106.72	71.88	58.45	47.83					
			Adapter Kit Type B	413312	380	234	11.33	7.63	5.99	5.05					
			"11"x17" Tray Unit Type 2105	411308	1,450	877	42.45	28.59	22.45	18.94					
			Punch Unit Type 3260	412229	875	318	15.39	10.37	8.14	6.87					
			2/3-Hole Punch Kit Type 1075	411108	675	430	21.10	14.21	11.16	9.42					
			Cover Interposer Tray Type 3260	412213	1,100	670	32.72	22.04	17.31	14.60					
			Copy Connector Type 3260	412415	1,420	880	42.95	28.97	22.73	19.18					

University of Florida
Memorandum of Understanding (MOU)

Purpose: The intent of this document is to clearly outline the mutual understanding between the University of Florida ("University") and Ricoh Americas Corporation ("Vendor") surrounding our enhanced preferred relationship

to Accept

I. General Terms	Vendor Accept	University Accept
A. Agreement Length: 3 years with two (2) one-year options to extend	✓	
B. Effective Date: All pricing and incentive calculations will be effective as of 2 weeks from signature	✓	
C. Termination: Either party may terminate this Agreement without cause following ninety (90) days prior written notice to the other party	✓	
D. Master Lease Agreement: Equipment leasing will be subject to the terms of the University of Florida Master Lease Agreement for Copier Equipment and all terms and conditions contained therein. Each purchase order shall reference the agreement. [Please see attached TBD]	✓	
E. Invoicing and Payment Terms: Vendor and University will decide upon a mutually acceptable standard format for invoicing. Invoices shall be made available both electronically and as traditional paper invoices. Payment terms will be net 30 days. Equipment and maintenance will be itemized separately on invoices	✓	
F. Entities Covered: The terms and conditions of this agreement will apply to all the other state universities, community colleges, district school boards, educational institutions and governmental agencies within the State of Florida	✓	
G. Annual Contract Review: Vendor and University will review contract terms, conditions & pricing on an annual basis to ensure agreement continues to meet both parties needs	✓	
H. Contract Administration and Implementation: All contract administration will be the responsibility of Ricoh Americas Corporation. Purchase Orders and billing will be the responsibility of a designated contract administrator. All purchase orders and change orders are to be sent to authorized local distributors of Ricoh family products. Each purchase order shall reference this solicitation (ITN07DD-162TC). Ricoh Americas Corporation is responsible for administration, implementation, and reporting under this agreement	✓	
I. Governance: In the event of a conflict between documents, any Amendments or final Awards shall be first control, then this Agreement (MOU), then the Invitation to Negotiate, and finally Vendor's General Terms and Conditions of Sale	✓	

II. Service Level Expectations	Vendor Accept	University Accept
A. Shipping: Vendor will deliver all products FOB destination within 30 days of receipt of the purchase order. Vendor shall have complete responsibility for the items or system until it is in place and working and is responsible for all costs for delivery and installation	✓	
B. Service Response Time: Authorized dealer technician or repair unit will be on site within four (4) working hours after receiving calls for service. Working hours are defined as 8:00 a.m. to 5:00 p.m., except Saturdays, Sundays, and University holidays	✓	
C. Loan units: In the event that a unit is not in good working condition within 16 hours of a service request, the customer shall be provided a loan machine of similar functionality and specifications at no additional charge and be reported to Purchasing for remediation review	✓	
D. Service call assignment and Infrastructure: The Vendor will use its own appropriate help desk to provide support, including creating problem tickets and work orders and assigning responsibility to the appropriate Vendor resource. The Vendor will use its own appropriate internal group to provide server, network, and infrastructure support services	✓	
E. Repair and replacement of malfunctioning units: Copiers that average two (2) malfunctions within a thirty (30) day period requiring contractor correction shall be replaced with a unit of the same functionality and similar specifications at no additional charge	✓	
F. Part availability and warranty: Contract certifies replacement part availability for seven (7) years from the original procurement date (purchase or lease) and repair parts will be stocked at all service locations. Replacement parts must be new or functionally equivalent to new in performance and reliability and warranted as new	✓	
G. Vendor Shows: Vendor will work with Purchasing to coordinate at least 1 road show to educate / introduce users to new products. Vendor will also participate in the annual "Sustainability Vendor Show"	✓	
H. Other Services: Vendor & University will jointly determine additional service level expectations within 60 days of the signed agreement	✓	

III. Pricing & Financial Incentives	Vendor Accept	University Accept
A. Equipment pricing: Pricing shall consist of a discount off the supplied list price on the base model and common accessories. Accessories added that are not listed specifically shall be discounted off of manufacturers list. See Attachment A for current pricing	✓	
B. Recurring Maintenance: Maintenance agreements will be based on actual copy volumes and calculated on invoices based on click charges for black and white prints and color prints according to rates listed on Attachment C. This maintenance charge includes full-coverage maintenance including preventative maintenance, all service calls and replacement of defective or worn parts, and all consumable supplies exclusive only of staples and paper. Maintenance agreements shall be billed quarterly	✓	
C. Lease Factors: Vendors will provide users the option to lease equipment for either a 36 or 60 month period with Ricoh holding title to the lease at all times. Lease factors will be reviewed annually for adjustment purposes (increase or decrease) at business review. Lease factors are listed on Attachment D	✓	
D. Non-copier Equipment: Non-copier equipment pricing and service is listed per Attachment E.	✓	
E. New Product Introductions: Vendor will notify University purchasing department quarterly of new product introductions and provide all necessary and requested documentation, information, and knowledge capital to the University prior to the start of support of a new device or functionality	✓	
F. New Product Pricing: If a new product is introduced in place of a retired model, University shall receive the discount corresponding to the retired model/product category off of the list price in accordance with Attachment B. In the event a new category of products is introduced in a category, University and Vendor will negotiate a mutually agreed upon discount for all products in that category	✓	
G. Price Adjustments: Attachment A prices will be updated with Vendor's current list prices and appropriate category discounts (Attachment B). Vendor will communicate changes in prices with University	✓	
H. Rebate: Vendor shall provide University a 2.5% transactional rebate of spend referencing this contract (including "other entities") to be paid quarterly and accompanied with appropriate documentation to Purchasing	✓	
I. Large Orders: Vendor willing to discount orders exceeding $100,000 by 5% on hardware and orders exceeding $250,000 by 10% for the first year of the contract as well as extend this offer and additional deep discounts for large one-time orders on a case by case basis	✓	
J. Retroactive Plan Conversion: Vendor will convert recurring maintenance charges on leased and purchased units to the new maintenance click charges per Attachment C if purchased or leased in the last 60 days from the date of this signed agreement and will provide Purchasing with appropriate documentation	✓	

University of Florida
Momorandum of Understanding (MOU)

Purpose: The intent of this document is to clearly outline the mutual understanding between the University of Florida ("University") and Ricoh Americas Corporation ("Vendor") surrounding our enhanced preferred relationship

IV. Management & Reporting	Vendor Accept	University Accept
A. **Account Management:** Vendor will designate a dedicated account team to assist in all activities associated with the service and maintenance of the account as outlined in Vendor response. Vendor will notify University Purchasing Department of any changes to the account team	✓	
B. **Quarterly Business Review Meetings:** To maintain partnership, Vendor will meet at least on a semi-annual basis with University account management to discuss vendor performance and review reporting. Vendor shall present recommendations to further reduce product costs related to University purchases as they become apparent	✓	
C. **Ordering Website:** Vendor will maintain a customized website through which University personnel can review product information, configure equipment, and review contract pricing. Energy Star compliant products will be prominent in the site. UF Purchasing Cards and Purchase Orders will be accepted in the site	✓	
D. **Reporting:** Vendor will provide University with detailed reporting (electronic) as outlined in the ITN as requested. Requirements will be discussed during contract implementation	✓	
E. **List Price:** List prices will be available to University in Electronic format upon request. Each price sheet will identify source and date	✓	
F. **Remediation:** Vendor will produce a test tool as mutually agreed upon by the parties, training to be utilized by UF personnel. In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in the agreement, University and Vendor will work together to calculate and issue an appropriate credit. Compliance will begin being monitored and recorded 2 weeks from signature date	✓	

Signed by: [signature] Date: [illegible]
Vendor

Signed by: [signature] Date: 10/30/07
University

1.0 STATEMENT OF WORK

1.1 Summary

The University of Florida is soliciting proposals from interested vendors to furnish proposals for Multifunctional & Specialty Application Copiers. The purpose of this solicitation is to establish a three-year agreement by which the University may purchase, lease and provide maintenance of office copiers with two 1-year renewal options based on performance. The University anticipates spending over $9M on this equipment over the course of the initial 3-year contract term.

1.2 Coverage and Participation

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Florida. With the consent and agreement of the Successful Vendor, the other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the State of Florida, may assess an Agreement resulting from this solicitation issued and administrated by the University of Florida.

The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

2.1 Original ITN Document

Purchasing Services shall retain the ITN, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

2.2 University Demographics

The University of Florida is a major public land-grant research university. The state's oldest, largest, and most comprehensive university, the University of Florida is among the nation's most academically diverse public universities. The University has a long history of established programs in international education, research, and service. It is one of only 17 public land-grant universities that belong to the Association of American Universities. With more than 46,000 students, the University of Florida is now one of the five largest universities in the nation.

The University of Florida has a 2,000-acre campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a historic district on the National Register of Historic Places.

The University's extensive capital improvement program has resulted in facilities ideal for 21st century research including the McKnight Brain Institute, the new Health Professions, Nursing and Pharmacy Building, the Genetics and Cancer Research Center, and the Proton-beam Therapy Center located in Jacksonville. Overall, the university's current facilities have a book value of more than $1 billion and a replacement value of $2 billion.

For any additional information about the University of Florida, please visit the University's Internet web page at: www.ufl.edu.

November 18, 2009

Nassau County
Board of County Commissioner
Charlotte Young

Charlotte,

Copyfax, Inc. will honor the University of Florida contract ITN07DD-162TC and the State of Florida contract 600-340-06-1 for the entire term of the lease agreements with Nassau County.

Copyfax, Inc. will also provide all the maintenance and supply agreements for these contract.

Sincerely,

Richard Durant
Government Manager

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
76347 Veterans Way
Suite 4000
Yulee, FL 32097

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 10000097-00

STATE SALES TAX CERTIFICATION NUMBER:
55-04-005905-53C
FEDERAL IDENTIFICATION NUMBER:
59-1863042

Vendor
RICOH CORPORATION
P. O. BOX 905348

CHARLOTTE, NC 28290-5348

Ship To
NASSAU COUNTY GROWTH MGT

96161 NASSAU PLACE
YULEE, FL 32097

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
10/27/09	004642			GROWTH MANAGEMENT

Item#	Description/Part No.		Unit/Qty	Cost Each	Extended Price
	REDUCING PO				
	STATE CONTRACT 600-340-06-1				
	36 MONTH LEASE				
001	RICOH MPC6000 COLOR COPIER		12.0 EA	588.13000	7,057.56
	03420541.544000	3,528.78			
	04247515.544000	3,528.78			
				PO Total	7,057.56

RECEIVED IN GOOD ORDER
BY: ______________________

DATE ______________

Vendor Invoice #

Voucher #

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
76347 Veterans Way
Suite 4000
Yulee, FL 32097

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 10000096-00

STATE SALES TAX CERTIFICATION NUMBER:
55-04-005905-53C
FEDERAL IDENTIFICATION NUMBER:
59-1863042

Vendor
COPYFAX
6631 NORTH EXECUTIVE PARK CT
SUITE #210
JACKSONVILLE, FL 32216-8024

Ship To
NASSAU COUNTY GROWTH MGT
96161 NASSAU PLACE
YULEE, FL 32097

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
10/27/09	004206			GROWTH MANAGEMENT

Item#	Description/Part No.		Unit/Qty	Cost Each	Extended Price
	REDUCING PO 36 MONTH LEASE STATE CONTRACT 600-340-06-1				
001	RICOH MPC6000 COLOR COPIER		12.0 EA	151.20000	1,814.40
	03420541.546020	907.20			
	04247515.546020	907.20			
002	OVERAGES		12.0 EA	250.00000	3,000.00
	03420541.546020	1,500.00			
	04247515.546020	1,500.00			
				PO Total	4,814.40

RECEIVED IN GOOD ORDER
BY: ______________________

DATE ______________

Vendor Invoice #

Voucher #