CS-09-77

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1511

CONTRACTOR INFORMATION

Name: CopyFax **(Road & Bridge)**

Address: 6631 N. Executive Park Court, Suite 210 Jacksonville, (City) Florida (State) 32316 (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 MP5000SPF Copier Contract Value: $8,534.52

Brief Description: Piggyback contract from the University of Florida, Contract No. ITN07DD-162TC for a 36-month lease, maintenance and supply agreement for a Ricoh MP5000SPF Copier. Monthly lease of $237.07; maintenance and supply to include all parts, labor, service calls and supplies except paper and staples at $.0065 per copy.

Contract Dates 12/14/09 to 12/13/12 Status: X New ___ Renew ___ Amend# ___ WA/Task Order

How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. X Other Piggyback 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] 11-9-09 03400541-544000
Department Head Signature — Date — Funding Source/Acct #

2. Charlotte E. Young 11/9/09
Contract Management — Date

3. [signature] 11/11/09
County Attorney (approved as to form only) — Date

4. [signature] 11/12/09
Office of Management & Budget — Date

RECEIVED CONTRACT MANAGEMENT 2009 NOV 13 AM 11:06

Comments: ________

COUNTY COORDINATOR – FINAL SIGNATURE APPROVAL

[signature] 11/13/09
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

CM1511

OCTOBER 20, 2009

PROPOSAL
FOR
NASSAU COUNTY
ROAD DEPARTMENT

RICOH MP5000SPF COPIER	$166.57
PB3040 PAPER BANK	16.56
SR3030 FINISHER STAPLER	42.62
BRIDGE UNIT BU3030	2.17
PUNCH UNIT 3260	9.15
LINE CONDITIONER	INCL
TOTAL MONTHLY LEASE	$237.07

UNIVERSITY OF FLORIDA ITN07DD-162TC

MAINTENANCE AND SUPPLY AGREEMENT

TO INCLUDE ALL PARTS, LABOR, SERVICE CALLS AND SUPPLIES EXCEPT PAPER AND STAPLES AT $.0065 PER COPY.

STAPLES $46.00 BOX OF 3 CARTRIDGES. (5,000 STAPLES PER CARTRIDGE)

36 MONTH LEASE

RICOH

University of Florida Campus Contract

Purchase / Lease / Full Maintenance

Schedule B to
Ricoh Master Pricing Agreement

Contract No. **ITN07DD-162TC**

Copies Prints Developments Per Minute	Target Monthly Volume / Duty Cycle	Ricoh Equipment and Options Prices Per Unit	Ricoh Reorder Number	Customer Purchase Price	FMV Lease 36 Monthly Payments	FMV Lease 60 Monthly Payments	Service Pricing: Monthly Base Charge	Monthly Click Allowance	B & W Click Charge	Color Click Charge	Ricoh National Service & Supplies Per Copy Charge
		Fax Option Type 3350	414403	560	16.86	11.37					-
		G3 Interface Unit Type 3350	414084	336	10.11	6.82					-
		32MB Memory 400dpi/SAF	001342MIU	65	1.96	1.32					-
		Handset Type 1018**	410781	37	1.11	0.75					-
		Printer/Scanner Options:									
		Printer/Scanner Unit Type 3350	003295MIU	600	18.06	12.18					-
		PostScript3 Unit Type 3350	414120	280	8.43	5.68					-
		RPCS Printer Unit Type 3350	003294MIU	170	5.12	3.45					-
		Printer Enhance Option Type 3350	414114	280	8.43	5.68					-
		Scanner Enhance Option Type 3350	414117	177	5.33	3.59					-
		IEEE802.11a/g Wireless Type J	414008	291	8.76	5.91					-
		IEEE 1284 Interface Type A	411699	53	1.60	1.08					-
		Bluetooth Interface Type 3245	412866	230	6.92	4.67					-
		Gigabit Ethernet Board Type A	402547	222	6.68	4.51					
		Java VM Card Type F	414004	74	2.23	1.50					-
		File Format Converter Type E	414007	309	9.30	6.27					-
		Special Options									
		Copy Data Security Unit Type F	413985	369	11.11	7.49					-
		Data Overwrite Security Unit Type I	413955	202	6.08	4.10					-
		HDD Encryption Unit Type A	414021	200	6.02	4.06					-
40	10,000	**Ricoh MP 4000B****	**414374**	**$3,504**	**$105.47**	**$71.13**	**Pricing applies to all Units in this category.**	**$0.00**	**$0.0080**	**N/A**	**$0.0102**
40	10,000	**Ricoh MP 4000SP****	**414376**	**$5,517**	**$166.06**	**$112.00**	**$0.00**	**$0.00**	**$0.0080**	**N/A**	**$0.0102**
40	10,000	**Ricoh MP 4000SPF****	**414377**	**$6,122**	**$184.27**	**$124.28**	**$0.00**	**$0.00**	**$0.0080**	**N/A**	**$0.0102**
50	20,000	**Ricoh MP 5000B****	**414375**	**$4,417**	**$132.95**	**$89.67**	**Pricing applies to all Units in this category.**	**$0.00**	**$0.0075**	**N/A**	**$0.0097**
50	20,000	**Ricoh MP 5000SP****	**414378**	**$6,640**	**$199.86**	**$134.79**	**$0.00**	**$0.00**	**$0.0075**	**N/A**	**$0.0097**
50	20,000	**Ricoh MP 5000SPF****	**414379**	**$5,534**	**$166.57**	**$112.34**	**$0.00**	**$0.00**	**$0.0075**	**N/A**	**$0.0097**
		+ 2-Tray Paper Bank (PB3040)**	415002	550	16.56	11.17					-
		+ LCIT PB3050 (2,000 Sheets)**	415003	752	22.64	15.27					-
		+ Side LCT (RT3000)	415005	519	15.62	10.54					-
		` SR790 1,000 Sheet Finisher**	412730	768	23.12	15.59					-
		SR3020 2000-Sheet Booklet Finisher**	413323	1,748	52.61	35.48					-
		SR3030 3000-Sheet Finisher**	413325	1,416	42.62	28.74					-
		+ Bridge Unit BU3030**	414175	72	2.17	1.46					-
		Punch Unit Type 3260	412209	304	9.15	6.17					-
		+ >FAC33 Cabinet	413762	106	3.19	2.15					-
		Special Options:									
		+ 1 Bin Tray BN3040**	414177	237	7.13	4.81					-
		Key Counter Bracket Type H	412552	51	1.54	1.04					-
		File Format Converter Type E	414007	309	9.30	6.27					-
		Data Overwrite Security Unit Type I	413955	202	6.08	4.10					-
		Copy Data Security Unit Type F	413985	369	11.11	7.49					-
		Hard Disk Drive Option Type 5000 (40GB)**	413889	185	5.57	3.76					-
		HDD Encryption Unit Type A	414021	200	6.02	4.06					-
		Optional Counter Interface Unit Type A	413012	32	0.96	0.65					-
		Scanner Accessibilty Option Type 4045	413054	928	27.93	18.84					-
		Fax Options:									
		Fax Option Type 5000	414382	546	16.43	11.08					-
		G3 Interface Unit Type 5000	413891	342	10.29	6.94					-
		32MB Memory 400dpi/SAF	001342MIU	65	1.96	1.32					-
		Handset Type 1018**	410781	37	1.11	0.75					-
		Printer/Scanner Options:									
		Printer/Scanner Unit Type 5000	003263MIU	599	18.03	12.16					-
		PostScript3 Unit Type 5000	413954	448	13.48	9.09					-

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-152TC). 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) in 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 of 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 a 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
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

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 electronically 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 audit tool as mutually agreed upon by the parties in writing 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