

**PIGGYBACK AGREEMENT  
PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 4.3**

**Piggyback Contract Information**

Contract Name/Description: **Multifunctional & Specialty Application Copiers**

Lead Contracting Agency: **University of Florida**

Contract No.: **ITN07DD-162TC /ITN07DD-162YC**

Vendor/Awardee: **Copyfax**

Award/Contract Date: **October 30, 2007**

Term: **November 1, 2007 to October 31, 2010; 1<sup>st</sup> renewal November 1, 2010 to October 31, 2011; 2<sup>nd</sup> renewal November 1, 2011 to October 31, 2012**

THIS AGREEMENT, made and entered into by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called the "County" and the Vendor, referenced above.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency entered into an agreement, hereinafter referred to as "Piggyback Agreement", with Vendor to provide goods and services; and

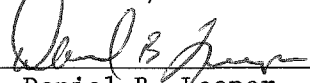
WHEREAS, the Nassau County Purchasing Policy, Ordinance 2009-09, allows piggybacking for the same commodity or service; and

WHEREAS, the parties desire to contract with Vendor under the terms of the Piggyback Agreement;

NOW, THEREFORE, the parties agree as follows:

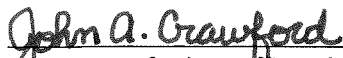
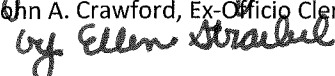
1. The Vendor shall honor for Nassau County the same prices under the same terms and conditions as indicated in the Piggyback Agreement, attached hereto as Attachment "A" and incorporated by reference as if fully set forth herein. Additional terms or conditions whether submitted purposely or inadvertently, shall have no force or effect.
2. Notwithstanding any other provision of the piggyback contract to the contrary:
  - a. The term of this agreement shall be three (3) years beginning November 1, 2007 and ending October 31, 2010 and shall automatically renew for two (2) additional one (1) year periods. During which term total purchases may/shall not exceed \$50,000.00 unless approved by the Nassau County Board of County Commissioners.


BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

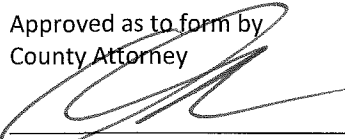
  
By: Daniel B. Keeper  
Its: Chair (or designee)

ATTEST TO CHAIR'S SIGNATURE (if applicable)

COPYFAX

  
John A. Crawford, Ex-Officio Clerk  


  
By: Richard P. Durbin  
Its: Governor Manuel  
Address: 6631 N. Executive Park Court  
Suite 210, Jacksonville, FL 32216

Approved as to form by  
County Attorney  
  
David A. Hallman

MES  
05-15-13



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

**Jacksonville** ◆◆◆  
6631 N Executive Park Court  
Suite 210  
Jacksonville, FL 32216  
Phone: 904.296.1600  
Fax: 904.296.7111

**Gainesville** ◆◆◆  
3210 SW 40th Blvd.  
Suite A-2  
Gainesville, FL 32608  
Phone: 352.336.1771  
Fax: 352.336.8151

**St. Augustine** ◆◆◆  
140 Gateway Circle  
Suite 1  
St. Johns, FL 32259  
Phone: 904.827.0178  
Fax: 904.208.5105

**Daytona Beach** ◆◆◆  
480 Fentress Blvd  
Suite L  
Daytona Beach, FL 32114  
Phone: 386.252.2292  
Fax: 386.252.0920

**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	
	Vendor Accept	University Accept
<b>I. General Terms</b>		
<b>A. Agreement Length:</b> 3 years with two (2) one-year options to extend	✓	
<b>B. Effective Date:</b> All pricing and incentive calculations will be effective as of 2 weeks from signature.	✓	
<b>C. Termination:</b> Either party may terminate this Agreement without cause following ninety (90) days prior written notice to the other party.	✓	
<b>D. Master Lease Agreement:</b> 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 this agreement. (Please see attached TBO)	✓	
<b>E. Invoicing and Payment Terms:</b> 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.	✓	
<b>F. Entities Covered:</b> 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.	✓	
<b>G. Annual Contract Review:</b> Vendor and University will review contract terms, conditions, & pricing on an annual basis to ensure agreement continues to meet both parties needs.	✓	
<b>H. Contract Administration and Implementation:</b> 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.	✓	
<b>I. Governance:</b> 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.	✓	
<b>II. Service Level Expectations</b>		
	Vendor Accept	University Accept
<b>A. Shipping:</b> 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>B. Service Response Time:</b> 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.	✓	
<b>C. Loan units:</b> 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.	✓	
<b>D. Service call assignment and infrastructure:</b> 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.	✓	
<b>E. Repair and replacement of malfunctioning units:</b> 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.	✓	
<b>F. Part availability and warranty:</b> 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.	✓	
<b>G. Vendor Shows:</b> 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."	✓	
<b>H. Other Services:</b> Vendor & University will jointly determine additional service level expectations within 60 days of the signed agreement.	✓	
<b>III. Pricing &amp; Financial Incentives</b>		
	Vendor Accept	University Accept
<b>A. Equipment pricing:</b> 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>B. Recurring Maintenance:</b> 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.	✓	
<b>C. Lease Factors:</b> 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.	✓	
<b>D. Non-copier Equipment:</b> Non-copier equipment pricing and service is listed per Attachment E.	✓	
<b>E. New Product Introductions:</b> 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.	✓	
<b>F. New Product Pricing:</b> 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.	✓	
<b>G. Price Adjustments:</b> 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.	✓	
<b>H. Rebate:</b> 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.	✓	
<b>I. Large Orders:</b> 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.	✓	
<b>J. Retroactive Plan Conversion:</b> 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)**

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**IV. Management & Reporting**

	Vendor Accept	University Accept
<b>A. Account Management:</b> 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>B. Quarterly Business Review Meetings:</b> 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.	✓	
<b>C. Ordering Website:</b> 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.	✓	
<b>D. Reporting:</b> Vendor will provide University with detailed reporting (electronic) as outlined in the ITN as requested. Requirements will be discussed during contract implementation.	✓	
<b>E. List Price:</b> List prices will be available to University in Electronic format upon request. Each price sheet will identify source and date.	✓	
<b>F. Remediation:</b> 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]  
Vendor

Date: 10/28/07

Signed by: [Signature]  
University

Date: 10/30/07

# UF Purchasing

UF Purchasing	<input checked="" type="checkbox"/>	Search
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## UF Purchasing

Ricoh Americas Corporation

Contract #ITN07DD-162YC

Ricoh's UF web page

Manufacturer Contacts:

Jay Milner, Major Account Executive

Sales Manager

Ricoh Technical Support: (800) Ricoh38 (800-742-6438)

### Local Authorized Dealers

#### Adams Remco, Inc.

d/k/a Max Davis Associates (Savin Brand)

Stan Bagby, District Manager

5000 NW 34th Street, Suite 15

Gainesville, Florida 32605

(352) 380-0665

Fax: (352) 380-9014

#### Ikon Office Solutions

Kevin Hibbitts, Branch Manager

4961 N.W. 8th Avenue

Gainesville, Florida 32605

(352) 375-0071

Fax: (352) 375-2635

#### Zeno Office Solutions

Mike Sanguine, Vice President

3911 N.W. 13th Street Suite A

Gainesville, Florida 32609

(352) 377-5817

Fax: (352) 376-9092

#### CopyFax of Gainesville, Inc.

John Anderson, Sales Manager

or Scott Miller, President

3210 SW 40 Blvd., Suite 2-A

Gainesville, FL 32608

(352) 336-1771

Fax: (352) 336-8151

#### McCrimons Office Systems

Jim Clark, President

4509 NW 23rd Avenue, Suite 4

Gainesville, Florida 32606

(352) 376-7372

Fax: (386) 376-7487

Click [here](#) for other authorized dealers in Florida.

### Sustainability

- [Promoting a Resource Recirculating Society](#)
- [Ricoh Americas Corporation Environmental Management System Policy](#)
- [Environmental Management - ISO14001 Certification](#)