

# CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.**

Cm1717

11 FEB -4 PM 3:28

## CONTRACTOR INFORMATION

Name: Copy Fax

Address: 6631 N Executive Park Court Jacksonville Florida 32216  
City State Zip

Contractor's Administrator Name: Richard Durrant Title: Government Sales Manager

Tel#: 904-296-1600 Fax#: 904-296-7111 Email: richard.durant@copyfax.com

## CONTRACT INFORMATION

Contract Name: Ricoh Copier/Digital Duplicator Lease Option Contract Value: \$13,266.00

Brief Description: This is a 60 month lease to replace a copier and duplicator . Lease on copier and duplicator on hand expires in February 2011. Monthly cost \$221.11 for both pieces of equipment for 60 months.

Contract Dates : From Feb 2011 to Feb 2016 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

*Piggyback - Uni v. of FL. ITN07DD-162K*

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |  |                        |   |
|----|--|------------------------|---|
| 1. | <u>Rebecca Ford</u><br>Department Head Signature                 | <u>1/21/11</u><br>Date | <u>01371537-544000</u><br>Funding Source/Acct # |
| 2. | <u>Charlotte Young</u><br>Contract Management                    | <u>1/31/11</u><br>Date |   |
| 3. | <u>[Signature]</u><br>County Attorney (approved as to form only) | <u>2/4/11</u><br>Date  |   |
| 4. | <u>[Signature]</u><br>Office of Management & Budget              | <u>2-7-11</u><br>Date  |   |

RECEIVED CONTRACT MANAGEMENT  
2011 JAN 24 AM 10:21

Comments: \_\_\_\_\_

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby [Signature] 2/8/11  
Date

RECEIVED CONTRACT MANAGEMENT  
2011 FEB -8 PM 2:45

### 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

# COPYFAX

## MAINTENANCE AGREEMENT

6631 North Executive Park Ct. Suite 210 \* Jacksonville, FL 32216

Office (904) 296-1600 \* Facsimile (904) 296-7111

ORDER DATE 1-11-11	<input checked="" type="checkbox"/> NEW CUSTOMER <input checked="" type="checkbox"/> CURRENT CUSTOMER	REQUESTED INSTALL DATE	SALES REP NAME Durant	MAIN PHONE NO. 904-879-1019
<input type="checkbox"/> CPP <input type="checkbox"/> SALE	<input checked="" type="checkbox"/> LEASE <input type="checkbox"/> RENTAL	CONTRACT #	START METER	ALT NO. <input type="checkbox"/> KEY CONTACT <input type="checkbox"/> FAX
CUSTOMER NO.	DEPT			EMAIL ADDRESS
INSTALL TO	Nassau County Extension Service			CHARGE TO
	NE Florida Fairgrounds			
	543350 US Highway 1			
	Callahan, Fl 32011			
				Same

**Description of Maintenance Plan:**

(FCMA) This agreement is a Full Coverage Maintenance Agreement, not including supplies. This agreement provides for the repair, preventative maintenance and replacement of all parts, including copier drum or OPC master unit, broken or worn through normal use of equipment.

**BLACK TONER INCLUDED. COLOR TONER PURCHASED AS NEEDED.**

Machine Model <b>MPC4501</b>	Serial Number
---------------------------------	---------------

\*NOTE: IF THERE IS MORE THAN ONE MACHINE, PLEASE USE MAINTENANCE ADDENDUM.

Plan Description	Base Charge / Labor Rate	# Incl. in Base	Excess Per Copy, Fax, Print, Scan
		2,000	.016
			.016

The effective date of this contract is On Install and this agreement will remain in effect according to the terms and conditions on the reverse.

The additional terms and conditions on the reverse side hereof are incorporated into and made part of this agreement. No change, alteration or amendment of the terms and conditions of this agreement are authorized or effective unless an authorized agent of customer and an officer of CopyFax, Inc have agreed them to in writing.

Customer Printed Name/Title		Richard Durant Govt. Rep.	
Signature		Signature	
Date		Date	
2/18/11		1-11-11	

TERMS AND CONDITIONS

1. Maintenance Plan ("MP") Terms

- A. During the term of this contract, Copyfax shall maintain Equipment in accordance with its service policies as revised from time to time. This agreement covers material and labor for adjustment, repairs and replacement of parts, as required by normal use of equipment.
- B. Copyfax shall provide during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m., except for holidays observed by customer or Copyfax, maintenance and repair services. Subject to service representative availability, Copyfax may provide services during other than business hours provided that (i) Customer provides an agent or employee to accompany Copyfax authorized personnel servicing equipment; and (ii) Customer agrees to pay, and timely pays, for such overtime services at Copyfax overtime rates in effect at the time overtime service is rendered.
- C. Subject to paragraphs 1(E) and 1(G), if Copyfax, in its sole judgment determines that it cannot maintain Equipment in good working order, Copyfax shall, at its own expense and in its sole discretion, perform off-site renovation of such Equipment or replace such Equipment with another unit of the same product designation as that Equipment (a "replacement unit"); provided, however, that (i) the replacement unit may be reconditioned or otherwise used unit rather than a new unit, and (ii) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may, in Copyfax sole discretion, be a product of substantially similar or greater capabilities. In such instances, the MP rate customer shall pay for the replacement unit shall be the rate charged for such other unit specified in the Copyfax price list then in effect.
- D. Customer shall permit Copyfax to install on-site engineering improvements designated by Copyfax as "mandatory retrofits".
- E. Notwithstanding anything in this contract to the contrary, Copyfax shall not be obliged to provide (i) retrofits (whether mandatory or optional); (ii) relocation of Equipment for customer without additional charge; (iii) service labor or parts repair or replacement resulting from movement of Equipment by customer or any agent of customer or any other person other than Copyfax; (iv) services connected with adding or removing accessories, attachments or other devices; (v) exterior painting or refinishing Equipment; (vi) performance of normal operator functions as described in Equipment Operations Manual(s) or as described by Copyfax; (vii) repair services or replacement parts or units necessitated by damage from any cause other than ordinary use, except damage caused by the sole negligence of Copyfax; (viii) Equipment service necessitated by operator neglect or unusual applications of Equipment and (ix) services for Equipment which is not used in accordance with the terms and conditions of this contract. Performance by Copyfax of services not included in MP will be charged in accordance with Copyfax prices for such services then in effect.
- F. Customer shall (i) maintain Equipment in strict compliance with the instructions specified in the Operations Manual(s) and by Copyfax including, but not limited to, the specifications for electrical service and space; (ii) make or permit no alterations to Equipment without Copyfax written permission; (iii) attach no item to Equipment unless neither the Equipment nor such item has been altered and the combination is UL approved; (iv) not move Equipment unless such Equipment is designated by Copyfax as moveable; (v) not relocate Equipment to another address without written notice to Copyfax; (vi) not use any attachment or supply item which, in the opinion of Copyfax, could cause damage to or necessitate unreasonable or unusual servicing of Equipment; (vii) not itself install or remove developer in or from Equipment; (viii) afford Copyfax authorized personnel unrestricted access to Equipment.
- G. Copyfax shall be under no obligation to provide maintenance services for Equipment relocated to any place where Copyfax services are not available.
- H. If this maintenance agreement provides for Equipment maintenance including supplies, then, at all time during this agreement, and upon cancellation, Copyfax, Inc will own the "unused supplies" that were delivered to be used in the copier. These supplies are not sold or offered for sale to the customer until used in the process of making a copy on the Equipment covered by the "cost per copy maintenance and chemical agreement." Upon cancellation by either party, Copyfax will be allowed to pick up and remove all of their supplies from the customer location.

2. Price

Except as provided herein, the prices for MP are based upon the price list in effect upon the date Customer executes this contract.

3. Invoicing and Payment

- A. Charges for the Annual/Copy Volume Payment Plan will be invoiced in full prior to or after the commencement date. Monthly charges for the Monthly Payment Plan will be invoiced in advance of each month and the initial invoice of such plan will include the monthly charge for the month in which Equipment is installed. If Equipment is installed for less than a full month, the monthly charges shall be pro-rated on the basis of a thirty-day month.
- B. On the last business day of each month Customer shall complete and mail to Copyfax the meter card setting for the meter reading of Equipment on that day unless Copyfax and Customer have made other arrangements for delivery of the meter reading. If Copyfax does not receive such meter reading on a timely basis, Copyfax shall be permitted to estimate the meter reading and to invoice the meter charges accordingly. A fuel surcharge may be added when such amounts are necessary due to fuel supplier increases and increases on freight/shipping costs.
- C. Copyfax has the right to increase the monthly maintenance charge on an annual basis not to exceed 10%.
- D. Copyfax will bill the customer a shipping charge of \$5.00 a month per machine.

4. Term

- A. The initial term of this agreement is five years and commences upon the commencement date and shall continue, in the case of the Monthly Payment Plan, for sixty months from the first day of the calendar month following the commencement date. Owner has the right to increase the base charge and excess on an annual basis not to exceed 10%.
- B. Unless Copyfax receives notice of termination in writing from Customer thirty days before the end of the initial term or any renewal period, this contract shall be deemed automatically renewed for additional periods of one year or the duration and copy volume as specified in the Copyfax Price List then in effect at such time of renewal.
- C. Equipment is eligible for an MP contract for a minimum of five years from date of original new Equipment installation. Upon the expiration of this five year period, Copyfax shall accept orders for the MP contract for additional periods of one year provided that (i) Copyfax, before such acceptance, shall inspect such Equipment and if necessary, perform off-site renovation at the Customer's expense as a condition precedent to acceptance of such an order and (ii) Copyfax on notice to Customer terminate the MP contract for any such additional period if Copyfax, in its sole judgment, determines that it cannot maintain such Equipment in good working order. If Customer does not authorize the off-site renovation, Copyfax shall continue to offer Hourly Rate Service at the rates in effect at the time. Equipment is eligible for an MP contract for a maximum of seven years from the time of original installation.
- D. In the event of early termination of this agreement by the customer, for any reason, the customer shall be charged, as liquidated damages, the average of the per machine charges for the three months immediately preceding termination multiplied by the number of months remaining in this agreement or five hundred dollars (\$500.00) per machine covered by this agreement, whichever is greater.
- E. Owner has the right to increase the monthly base and copy charge on an annual basis not to exceed 10%.

5. General Conditions

- A. Training. Copyfax shall, at no additional charge, train in the operation of Equipment, a reasonable number of key operators designated by Customer with the consent of Copyfax at a time and place acceptable to Copyfax.
- B. Non-Assignability. Customer cannot assign this contract without written consent of Copyfax.
- C. Attorney Fees/Costs. Customer shall pay all costs and expenses related to enforcement or preservation of Copyfax rights under this contract including attorney's fees and court costs.
- D. Force Majeure. Copyfax shall not be liable for delays in performance or failure to perform its obligations under this contract caused by circumstances beyond its control including, but not limited to delays or failure to perform caused by work stoppages, delays or losses in shipping, bad weather, import or other government restrictions, accidents or delays or failure to perform by its suppliers.
- E. No Warranties. Copyfax disclaims all warranties; express or implied, including implied warranties of merchantability, fitness for use or fitness for a particular purpose. Customer agrees that Copyfax is not responsible for direct, incidental or consequential damages, including but not limited to damages arising out of the use or performance of Equipment or the loss of use of such Equipment.
- F. Governing Law. The laws of the state of Florida shall govern this contract.

Comments/Proposed Changes:

RFD 3. C. See proposed language (underlined): CopyFax has the right to increase the maintenance charge on an annual basis not to exceed 10% during the initial 5 year term of this agreement, upon written notice no less than sixty (60) days prior to said increase. Beginning with the sixth year CopyFax has the right to increase the maintenance charge on an annual basis not to exceed 20%, upon written notice no less than sixty (60) days prior to said increase.

RFD 4. D. Strike section and replace with: "The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, CopyFax shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to CopyFax for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the CopyFax."

See Attached proposed "Dispute" Language

**DISPUTES:**

Any dispute arising under this Contract shall be addressed by the representatives of the County and CopyFax as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or CopyFax, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of CopyFax. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with CopyFax's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

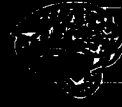
If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by CopyFax. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by CopyFax. CopyFax shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

CopyFax (Initial):

CRD

Nassau County (Initial):

[Signature]



JANUARY 12, 2011

**PROPOSAL  
FOR  
NASSAU COUNTY EXTENSION SERVICE**

RICOH MPC4501 COLOR DIGITAL COPIER  
PB3100 PAPER BANK  
SR3030 FINISHER/STAPLER  
BRIDGE UNIT BU3030  
PUNCH UNIT 3260

FEATURES: 45 PRINTS PER MINUTE COLOR  
45 PRINTS PER MINUTE MONOCHROME  
SCAN-PRINT-COPY  
SORT-STAPLE-PUNCH

**LEASE OPTION**

60 MONTHS @ \$128.16 PER MONTH

**UNIVERSITY OF FLORIDA ITN07DD-162YC**

RECEIVED  
CONTRACT MANAGEMENT  
2011 JAN 13 PM 1:34

**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 Fantress Blvd  
Suite L  
Daytona Beach, FL 32114  
Phone: 386.252.2292  
Fax: 386.252.0920



JANUARY 12, 2011

**PROPOSAL  
FOR  
NASSAU COUNTY EXTENSION SERVICE**

RICOH DX4545 DIGITAL DUPLICATOR  
DF TYPE 4545 DOCUMENT FEEDER  
CABINET TYPE 30  
COLOR DRUM TYPE 45L

**LEASE OPTION**

60 MONTHS @ \$92.94 PER MONTH

**UNIVERSITY OF FLORIDA ITN07DD-162YC**

**FIRST YEAR FREE MAINTENANCE**

**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

## Favors, Winifred

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**From:** Richard Durant [richard.durant@copyfax.com]  
**Sent:** Wednesday, January 12, 2011 11:58 AM  
**To:** Favors, Winifred  
**Subject:** Re: Color copier- Questions

The first 2,000 Black and White are included then all color and excess black and white will be at \$.016 per copy.

On Wed, Jan 12, 2011 at 11:49 AM, Favors, Winifred <wfavors@ufl.edu> wrote:

> Richard, would you please explain to me to cost for copies, both black &  
> white and color for the MPC4501. Thanks

>

>

>

> From: Richard Durant [mailto:richard.durant@copyfax.com]

> Sent: Wednesday, January 12, 2011 11:37 AM

> To: Favors, Winifred

> Subject: Re: Color copier

>

>

>

> Winifred,

>

> I am sending you new proposals as I received some new pricing for the

> U o F bid this morning. If you choose the MPC4501 and DX4545

> duplicator you will be paying \$221.10 which is \$5.90 less per month

> than you are currently paying. Let me know if you need any additional

> information.

>

> Rich

>

> On Wed, Jan 5, 2011 at 8:32 AM, Richard Durant

> <richard.durant@copyfax.com> wrote:

>> That will work. We will forward to leasing company today.

>> See you soon.

>>

>> Rich

>>

>> On Tue, Jan 4, 2011 at 2:44 PM, Richard Durant

>> <richard.durant@copyfax.com> wrote:

>>> Winifred,

>>>

>>> Per our conversation this morning your letter to Great America Leasing

>>> Corporation, C/O Copyfax, Inc. should read To Whom It May Concern, We,

>>> Nassau County Extension Service do not wish to continue our lease

>>> number 007-0354493-000 after the end of term date o 2/24/20011.

>>> Please provide return instructions.

>>>

>>> Sign and date on your letter head. Email me a copy and i will forward

>>> to leasing company.

>>>

>>> Thanks,

>>>

>>> Rich

>>>

>>> --

>>> Richard Durant



>>> Copyfax, Inc.  
>>> Education and Government Sales Manager  
>>> 904-296-1600 Ext. 2413

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>> Richard Durant  
>> Copyfax, Inc.  
>> Education and Government Sales Manager  
>> 904-296-1600 Ext. 2413

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> Richard Durant  
> Copyfax, Inc.  
> Education and Government Sales Manager  
> 904-296-1600 Ext. 2413

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>  
> \_\_\_\_\_

> No virus found in this message.  
> Checked by AVG - [www.avg.com](http://www.avg.com)  
> Version: 10.0.1191 / Virus Database: 1435/3375 - Release Date: 01/12/11

--  
Richard Durant  
Copyfax, Inc.  
Education and Government Sales Manager  
904-296-1600 Ext. 2413

---

No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 10.0.1191 / Virus Database: 1435/3375 - Release Date: 01/12/11

**UF UNIVERSITY OF FLORIDA**  
UF PURCHASING

**PURCHASING**  
MAIN | LINKS | BUSINESS AFFAIRS

PEOPLESFT

Revised: April 17, 2009

**COPIERS** **CONTRACTS**

**ITN07DD-162YC - Multifunctional & Specialty Application Copiers**

**Effective Dates: 11/01/2007-10/31/2011**

**Vendors:**

- **Canon USA**
- **Konica Minolta Business Solutions USA**
- **Ricoh Americas Corporation**

**On this page:**

Needs Assessment and Pre-Decision Consideration

Contract coverage and pricing:

- Copiers for Purchase
- Lease Rates and Pricing
- Recurring Maintenance and Charges per Copy Rates
- Category Discounts
- Non-Copier Equipment Pricing

Frequently Asked Questions

Sample Requisitions

Purchasing Site

Search

**Before making a decision, consider the following:**


- **Volume:** What is the monthly volume on your present copier or your estimated monthly volume if you are not replacing an existing machine?
  - Click here for the average copies used per month based on copier speeds from historical UF data.

## 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 administered 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](http://www.ufl.edu).

**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*

I. General Terms	to Accept	
	Vendor Accept	University Accept
A. <b>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	✓	
C. <b>Termination:</b> Either party may terminate this Agreement without cause following ninety (90) days prior written notice to the other party	✓	
D. <b>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 the agreement. [Please see attached TRD]	✓	
E. <b>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.	✓	
F. <b>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	✓	
G. <b>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	✓	
H. <b>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 (ITN0700-1637C). Ricoh Americas Corporation is responsible for administration, implementation, and reporting under this agreement.	✓	
I. <b>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	✓	

II. Service Level Expectations	Vendor Accept		University Accept	
	Vendor Accept	University Accept	Vendor Accept	University Accept
A. <b>Shipping:</b> Vendor will deliver all products FOB destination within 20 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.	✓			
C. <b>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.	✓			
D. <b>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.	✓			
E. <b>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.	✓			
F. <b>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.	✓			
G. <b>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"	✓			
H. <b>Other Services:</b> Vendor & University will jointly determine additional service level expectations within 60 days of the signed agreement.	✓			

III. Pricing & Financial Incentives	Vendor Accept		University Accept	
	Vendor Accept	University Accept	Vendor Accept	University Accept
A. <b>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 of ink, staples and paper. Maintenance agreements shall be billed quarterly.	✓			
C. <b>Lease Factors:</b> Vendors will provide users the option to lease equipment for either a 35 or 60 month period with Ricoh retaining 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. <b>Non-copier Equipment:</b> Non-copier equipment pricing and service is listed per Attachment E.	✓			
E. <b>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 or functionality.	✓			
F. <b>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.	✓			
G. <b>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.	✓			
H. <b>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.	✓			
I. <b>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.	✓			
J. <b>Retrospective 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)**

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

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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 (electronically) 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] Date: 10/30/07  
Vendor

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