

RESOLUTION NO. 2017-89

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO OFFICE EQUIPMENT; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A 36-MONTH LEASE AGREEMENT WITH RICOH USA, INC., THROUGH A COMPETITIVE SOLICITATION BY UNIVERSITY OF SOUTH FLORIDA ITN# 9-13-G; THE FOUR COLORED MULTI-FUNCTION PHOTOCOPIERS; APPROVING THE CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY AND RICOH USA, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.
(Sponsored by Administration)

WHEREAS, the replacement of four multifunction photocopiers is necessary to ensure continued work productivity; and

WHEREAS, the Village must enter into a new lease agreement with Ricoh, USA, Inc. for four multifunction MPC4504 Branding Set photocopiers to be stationed at the Public Services Department, Parks & Recreation Department, Building & Permitting Division, and the Village Hall copier room; and,

WHEREAS, if agreed to lease the Village desires to utilize a competitive solicitation by the University of South Florida, ITN# 9-13-G; and

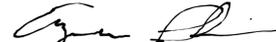
WHEREAS, the new lease agreement includes a free upgrade of the photocopiers with newer model devices for a lower monthly cost to the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

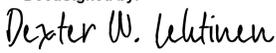
Section 1. The Village Manager is authorized to enter into a 36-month lease agreement with Ricoh, USA, Inc., in the amount of \$684.36 per month for four MPC4504 Branding Set multi-function photocopiers, under the terms provided through ITN# 9-13-G of the University of South Florida.

1
2 **Section 2.** This resolution shall take effect immediately upon
3 approval.

4
5 PASSED AND ADOPTED this 3rd day of July, 2017.

6
7
8 Attest:  _____  _____
9 Missy Arocha Eugene Flinn
10 Village Clerk Mayor

11
12 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
13 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

14
15  _____
16 Dexter W. Lehtinen
17 Village Attorney

18
19 FINAL VOTE AT ADOPTION:

20
21
22 Council Member Karyn Cunningham YES
23
24 Council Member David Singer YES
25
26 Council Member Larissa Siegel Lara YES
27
28 Vice-Mayor John DuBois YES
29
30 Mayor Eugene Flinn YES



Product Schedule

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule Number:
Master Lease Agreement Number:

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and PALMETTO BAY, VILLAGE OF
as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product
Schedule," or "Order Agreement," as applicable, under the
(together with any amendments,
attachments and addenda thereto, the "Lease Agreement") identified above, between you and
. All terms and conditions of
the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this
Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and
independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Form with fields for Customer (Bill To), Product Location Address, City, County, State, Zip, Billing Contact Telephone Number, Billing Contact Facsimile Number, Billing Contact E-Mail Address.

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Table with columns Qty and Product Description: Make & Model. Row 1: 4 RICOH MPC4504 BRANDING SET

Table with columns Qty and Product Description: Make & Model. (Empty rows)

PAYMENT SCHEDULE

Form with fields for Minimum Term (months), Minimum Payment (Without Tax), Minimum Payment Billing Frequency, and Advance Payment options.

Sales Tax Exempt: YES (Attach Exemption Certificate)
Addendum(s) attached: YES (check if yes and indicate total number of pages:)
Customer Billing Reference Number (P.O. #, etc.)

TERMS AND CONDITIONS

- 1 The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
2 You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.
3 Additional Provisions (if any) are:

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.
CUSTOMER
By: X Authorized Signer Signature
Printed Name:
Title: Date:
Accepted by: RICOH USA, INC.
By: X Authorized Signer Signature
Printed Name:
Title: Date:

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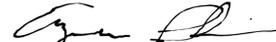
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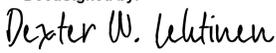
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22 Council Member Karyn Cunningham YES
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25
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27
28 Vice-Mayor John DuBois YES
29
30 Mayor Eugene Flinn YES



ORDER AGREEMENT

Sale Type :LEASE

Sale Type :	LEASE
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ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS

BILL TO INFORMATION			
Customer Legal Name: PALMETTO BAY, VILLAGE OF			
Address Line 1: 9705 E HIBISCUS ST		Contact: Pittser, Litsy	
Address Line 2:		Phone: (305) 259-1269	
City: PALMETTO BAY		E-mail: lpittser@palmettobay-fl.org	
ST / Zip: FL/33157-5606	County: MIAMI-DADE		Fax:

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input checked="" type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____
<input type="checkbox"/> PO Included PO# _____	<input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work)
<input type="checkbox"/> Syndication	<input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
36 Months	MONTHLY	MONTHLY

SHIP TO INFORMATION			
Customer Name: VILLAGE OF PALMETTO BAY			
Address Line 1: 9705 E HIBISCUS ST		Contact: Pittser, Litsy	
Address Line 2:		Phone: (305) 259-1269	
City: PALMETTO BAY		E-mail: lpittser@palmettobay-fl.gov	
ST / Zip: FL/33157-5606	County: MIAMI-DADE		Fax:

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MPC4504 BRANDING SET	4	Gold	N/A	\$0.0059	N/A	\$0.0450	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TRAINING HOURS	4
TS NETWORK & SCAN - SEG BC4	4



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ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		





TERMS AND CONDITIONS MAINTENANCE SERVICE ONLY

Customer may acquire maintenance services ("Services") for equipment, software and/or hardware products from Ricoh USA, Inc. ("Ricoh") by executing and delivering to Ricoh this Order for acceptance.

Services. (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

Service Calls. Unless otherwise specified in an Order, service calls will be made during 9:00am - 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

Service Charges. (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/ mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term (defined below) of this Order exceeds twelve (12) months, the Service Charges and any rate expressly stated in this Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

Term; Early Termination. Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th)



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month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

Payment; Taxes. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

Title; Risk of Loss. Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

Default. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

Use of Recommended Supplies; Meter Readings. (a) It is not a condition of this Order that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the Internet to remote servers some of which may be located outside the U.S. AMR cannot and does not collect Customer document content. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the Internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

Customer Obligations. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).



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Insurance. Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

Indemnification. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Limitations. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Returns; Damaged Products. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All non-saleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Warranty. Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("RicoH Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the RicoH Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the RicoH Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the RicoH Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the RicoH Equipment, or (d) the RicoH Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

Assignment; Force Majeure. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

Non-Solicitation; Independent Contractors. Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

Electronic Signatures. Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.



RICOH

Governing Law; Entire Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, Initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____





EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	PALMETTO BAY, VILLAGE OF		
Contact Name:	Pittser,Litsy	Phone:	(305) 259-1269
Address:	9705 E HIBISCUS ST	City:	PALMETTO BAY
State:	FL	Zip:	33157-5606
		Fax/Email:	lpittser@palmettobay-fl.gov

Make	Model	Serial Number
	MPC4503	E174M161424
	MP4002	W522B700045
	MPC4503	E174M161779
	MPC4503	E174M161848

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option
This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.



CUSTOMER

RICOH USA, INC.

Signature: _____
Name _____
Title _____
Date _____

Signature: _____
Name _____
Title _____
Date _____



RICOH

Master Lease Agreement

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Number: _____

CUSTOMER INFORMATION

Full Legal Name PALMETTO BAY, VILLAGE OF				
Address 9705 E HIBISCUS ST				
City PALMETTO BAY	State FL	Zip 33157-5606	Contact Litsy Pittser	Telephone Number (305) 259-1269
Federal Tax ID Number 50-0541068 <i>(Do Not Insert Social Security Number)</i>		Facsimile Number		E-mail Address lpittser@palmettobay-fl.gov

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

1. Agreement. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."

2. Schedules; Delivery and Acceptance. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.

3. Term; Payments. The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also

agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.

5. Taxes and Fees. In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.

6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. **YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU.** However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. **WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS."** The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. **YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.**

7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.

8. Indemnity, Liability and Insurance. (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of

the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.

11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. Ownership of Product; Assignment. **YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT** (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer

agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be

made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: <input checked="" type="checkbox"/> _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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INVITATION TO NEGOTIATE

Copiers, Printers and Multi-Functional Printers

ITN# 9-13-G

UNIVERSITY OF SOUTH FLORIDA

The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiation for Copiers, Printers and Multi-Functional Printers as further specified herein.

If you are interested in submitting a proposal, please note that the proposal needs to be submitted no later than 3:00 p.m., May 20, 2009. Any questions concerning this Invitation to Negotiate should be directed to George Cotter, Associate Director, Purchasing & Property Services: gcotter@admin.usf.edu.

University of South Florida
Purchasing and Property Services
4202 E. Fowler Avenue AOC 200
Tampa, Florida 33620-9000
usfweb.usf.edu/purchasing/purch2.htm

SUBMIT PROPOSAL TO:
UNIVERSITY OF SOUTH FLORIDA
PURCHASING AND PROPERTY SERVICES
4202 E FOWLER AVENUE AOC-200
TAMPA, FL 33620-9000
Telephone Number: Area Code 813 974-2481
Web Address: usfweb.usf.edu/purchasing/purch2.htm

INVITATION TO NEGOTIATE

Page 2 of 23 pages

ITN WILL BE OPENED 3:00 P.M. May 20, 2009
 and may not be withdrawn within 120 days after such date and time.

ITN NO: 0-13-G

ISSUING DATE:
 May 6, 2009

ITN TITLE: Copiers, Printers and Multi-Functional Printers

FEID NUMBER OR S.S. NUMBER

Delivery will be _____
Days ARO

Cash Discount Terms

VENDOR NAME

REASON FOR NOT SUBMITTING PROPOSAL

CERTIFIED OR CASHIER'S CHECK IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF \$

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.63(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

WEB ADDRESS:

AREA CODE

TELEPHONE NUMBER

TOLL-FREE NUMBER

I certify that this ITN proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in my respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN proposal and certify that I am authorized to sign this ITN proposal for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting a proposal to the University of South Florida Board of Trustees, a public body corporate, herein after known as the University, the vendor offers and agrees that if the ITN proposal is accepted, the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

E-MAIL ADDRESS:

GENERAL CONDITIONS:

SEALED PROPOSALS: All proposal sheets and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted as instructed shall be rejected. All proposals are subject to the conditions specified herein. ITN responses, which do not comply with specified conditions, may be rejected.

1. **EXECUTION OF ITN:** ITN proposal must contain an original manual signature of authorized representative in the space provided above. ITN proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his ITN price must be initialed. The company name and E.I.N. number or social security number shall appear on each pricing page of the ITN as required. Complete ordering instructions must be submitted with the ITN proposal.
2. **NO ITN PROPOSAL:** If not submitting an ITN proposal, respond by returning only this vendor acknowledgement form, marking it "NO ITN" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the ITN mailing list. Note: To qualify as a respondent, vendor must submit a "NO ITN", and it must be received no later than the stated ITN opening date and hour.
3. **ITN OPENING:** Shall be public, on the date and at the time specified on the ITN form. It is the vendor's responsibility to assure that his ITN proposal is delivered at the proper time and place of the ITN opening. ITN proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile or telephone are not acceptable. An ITN proposal may not be altered after opening of the proposals. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.
4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.
- (a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.
- (b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for ITN proposal evaluation purposes.
- (c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of mistake in extensions the unit price will govern.
- (d) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this ITN proposal shall be new, current standard production model available at time of the ITN. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- (e) **INVOICING AND PAYMENT:** The vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the vendor's EIN number. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **VENDOR'S RIGHT TO PAYMENT:** Vendor providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendor's payment within 40 days (35 days for healthcare providers) after receipt of acceptable invoices, receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 65.03 (1), Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to the University, providing said request is received by the University no later than 40 days from the date shown on the University's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.
- (f) The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481. Written inquiries and requests for interest penalty payments can be addressed to: USF Accounts Payables, 4202 Fowler Ave ADM 147, Tampa, FL 33620.
- (g) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
5. **DELIVERY:** Unless actual date is specified for if specified delivery cannot be met, show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding University of South Florida holidays, unless otherwise specified.
6. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the ITN response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this ITN. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this ITN solicitation are the only conditions applicable to the ITN and the vendor's authorized signature affixed to the vendor acknowledgement form attests to this.

7. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude proposals for commodities with metric measurements. If proposals are based on equivalent products, indicate on the ITN form the manufacturer's name and number. Vendor shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The University reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the ITN form. The Purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the University unless evidenced by a Change Notice issued and signed by the University.
8. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than forty-eight (48) hours prior to the ITN opening. Inquiries must reference the date of ITN opening and ITN number. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with USF Regulation 4.02050(3). Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
9. **NOTICE OF ITN PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120 F.S., shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their proposal the name of any officer, director, or agent who is also an employee of the University. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
11. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. When it is determined there is competition to the lowest responsible vendor, evaluation of other proposals is not required. Vendors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this ITN shall conform to applicable Florida Statutes, and University Regulations, policies and Procedures.
12. **SAMPLES:** Samples of items, when called for, must be furnished free of expense on or before ITN opening time and date, and if not destroyed may, upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, ITN number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within 90 days after ITN opening date. If instructions are not received within this time, the University shall dispose of the commodities.
13. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Others acceptable to the University may test items for compliance with specifications by the Florida Department of Agriculture and Consumer Services. Should the items fail testing, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in ITN and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against defaulting vendor. Any violation of these stipulations may also result in:
 - a) Suppliers name being removed from the University list.
 - b) All University departments being advised not to do business with the supplier without written approval from Purchasing and Property Services until such time as supplier reimburses the University for all procurement and cover costs.
14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
 - a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c) Retain the item and its shipping container, including inner packing material, until the carrier and the contract supplier perform inspection.
 - d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this ITN prior to their delivery, it shall be the responsibility of the supplier to notify Purchasing and Property Services at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.
16. **ADDITIONAL QUANTITIES:** For a period not exceeding 180 days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the ITN but not to exceed the threshold for category two at the prices proposed in this invitation. If additional quantities are not acceptable, the ITN proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY."
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.
18. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submission and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a ITN response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cogentable defenso against the legal effect thereof.
19. **PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property:** The vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the University's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the vendor full opportunity to defend the action and contest the defenses.
20. Further, if such a claim is made or is pending the vendor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the University agrees to return the article on request to the vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the vendor uses any design, device or materials covered by copyright, patent or trademark, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this ITN and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.
22. **LIABILITY:** The vendor shall save and hold harmless the University, its officers, agents and employees against any and all claims by third parties resulting from the vendor's breach of this contract, the vendor's negligence, and/or vendor's other wrongful acts.
23. **FACILITIES:** The University reserves the right to inspect the vendor's facilities at any reasonable time with prior notice.
24. **PUBLIC PRINTING:** A vendor must have at the time of ITN opening a manufacturing plant in operation, which is capable of producing the items proposed, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to vendors located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a vendor located outside the State.
 - (a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent vendor offering to provide printing manufactured by other firms or persons.
 - (b) **PRINTING ADJUSTMENTS, OVERRUNS-UNOVERRUNS:** No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of proposal expressly so provide.
 - (c) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
 - (d) **RETURN OF MATERIALS:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is effected.
 - (e) **QUALITY-PERFORMANCE ANALYSIS:** The vendor on any purchase of printing in excess of the threshold for category two shall complete and forward to Purchasing and Property Services the analysis form that accompanied his purchase order together with an invoice copy.
25. **PUBLIC RECORDS:** Any material submitted in response to this ITN will become a public document pursuant to Section 119.07, F.S. This includes material, which the responding vendor might consider to be confidential, or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
26. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:
 - a) Vendor's name being removed from Purchasing and Property Services vendor mailing list.
 - b) All University agencies being advised not to do business with the vendor without written approval of Purchasing and Property Services.
27. **CANCELLATION:** The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in connection with the contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Copiers, Printers and Multi-Functional Printers**SECTION I: INTRODUCTION****DESCRIPTION OF THE UNIVERSITY**

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University", intends to negotiate agreements for Copiers, Printers and Multi-Functional Printers to support the University's requirements. We invite proposals from qualified Vendors with product lines meeting the specifications below. Through this process the University desires to negotiate the best value agreements with respect to equipment, financial terms and services to be provided to the University.

The University of South Florida is one of the nation's top 63 public research universities and one of 39 community-engaged, four-year public universities as designated by the Carnegie Foundation for the Advancement of Teaching. USF was awarded more than \$360 million in research contracts and grants in fiscal year 2007/2008. The university offers 219 degree programs at the undergraduate, graduate, specialist and doctoral levels, including the doctor of medicine. The university has a \$1.8 billion annual budget, an annual economic impact of \$3.2 billion, and serves more than 46,000 students on campuses in Tampa, St. Petersburg, Sarasota-Manatee and Lakeland. USF is a member of the Big East Athletic Conference.

SECTION II: SCOPE OF THIS ITN

This ITN contains two lots; lot 1 for printers and MFP's, and lot 2 for copiers. It is the goal of the University to select multiple vendors for each lot to develop a list of preferred vendors. Lots can be awarded to a vendor either jointly or individually. Awarded vendors are not guaranteed any sales only preferred status to supply and service the University.

Vendor proposals should clearly identify/distinguish between Lot 1 and Lot 2. A vendor is not required to propose on both lots or all products. Each Proposal should clearly address each item in the evaluation criteria.

Lot 1
Printers and MFPs

Unit Specifications

1. Black & White Laser Printer # 1
 - a. Medium Volume Departmental Printer
 - b. Estimated Volume @ 7500 pages per month
 - c. Minimum of 45 - 55 pages per minute
 - d. Minimum 128 MB RAM
 - e. Minimum supported paper size of 8.5" x 14" through a paper drawer system, not by manual feed trays
 - f. Minimum 500 Sheet Paper Capacity
 - g. Internal Ethernet Adapter with minimum speed of 100MB
 - h. Must support both Windows and Macintosh Operating Systems
2. Black & White Laser Printer # 2
 - a. Large Volume Departmental Printer
 - b. Estimated Volume @ 25,000 pages per month
 - c. Minimum of 45 - 55 pages per minute
 - d. Minimum 128 MB RAM
 - e. Minimum supported paper size of 11" x 17" through a paper drawer system, not by manual feed trays
 - f. Minimum 1000 Sheet Paper Capacity
 - g. Internal Ethernet Adapter with minimum speed of 100MB
 - h. Must support both Windows and Macintosh Operating Systems
3. Color Laser Printer # 1
 - a. Minimum of 25 - 35 pages per minute

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- b. Minimum 128 MB RAM
 - c. Minimum supported paper size of 8.5" x 14" through a paper drawer system, not by manual feed trays
 - d. Minimum 500 Sheet Paper Capacity
 - e. Internal Ethernet Adapter with minimum speed of 100MB
 - f. Must support both Windows and Macintosh Operating Systems
4. Color Laser Printer # 2
- a. Minimum of 25 - 35 pages per minute
 - b. Minimum 128 MB RAM
 - c. Minimum supported paper size of 11" x 17" through a paper drawer system, not by manual feed trays
 - d. Minimum 500 Sheet Paper Capacity
 - e. Internal Ethernet Adapter with minimum speed of 100MB
 - f. Must support both Windows and Macintosh Operating Systems
5. Color Laser MFP
- a. Minimum of 15 - 25 pages per minute
 - b. Minimum 128 MB RAM
 - c. Minimum supported paper size of 8.5" x 14" through a paper drawer system, not by manual feed trays
 - d. Minimum 250 Sheet Paper Capacity
 - e. Internal Ethernet Adapter with minimum speed of 100MB
 - f. Copy/Scan/Print features included
 - g. Ability for optional fax capability
 - h. Must support both Windows and Macintosh Operating Systems
6. Black & White Laser MFP
- a. Minimum of 25 - 35 pages per minute
 - b. Minimum 128 MB RAM
 - c. Minimum supported paper size of 8.5" x 14" through a paper drawer system, not by manual feed trays
 - d. Minimum 250 Sheet Paper Capacity
 - e. Internal Ethernet Adapter with minimum speed of 100MB
 - f. Copy/Scan/Print features included
 - g. Ability for optional fax capability
 - h. Must support both Windows and Macintosh Operating Systems

Additional Evaluation Criteria - 30% Evaluation Weight

1. Self-Maintainer Program
2. Web Based Warranty Parts Ordering
3. Web Based Non- Warranty Parts Ordering
4. References from other Higher Educational Institutions similar in size to USF
5. Evaluations units upon request
6. Resale capability through the USF Computer Store
7. Credit Card Purchasing Capability
8. Statement Green Capabilities of each unit and company
9. Extra Incentive programs for the USF Computer Store

Pricing and Purchase Options - 50%

1. Purchase Price on units specified
2. Additional Unit Features included or available for purchase above base criteria for each unit
 - a. If features not included provide pricing for upgrades
3. Discounts off rest of product line
4. Lease Rates and Terms
 - a. Preference given to self financing
 - b. If not, list banking institution and references for said institution

Copiers, Printers and Multi-Functional Printers

Maintenance Options - 20%

1. Maintenance Options Available
2. Pricing break down for each option
3. Terms and Conditions for each option
4. Included and non-included parts/supplies/labor for each option
5. 24 hour phone support
6. Service Provider information and references from other Higher Educational Institutions similar in size to USF
 - a. Preference will be given to a vendor that does not use 3rd party service providers.
 - b. If service is going to be provided by a 3rd party provide name of service provider and references from other Higher Educational Institutions similar in size to USF.

Lot 2
Copiers

Specifications

1. Black & White Copier # 1
 - i. Minimum of 36 - 45 pages per minute
 - j. Minimum 512 MB RAM
 - k. Minimum 40 GB Hard Drive
 - l. Minimum supported paper size of 11" x 17"
 - m. Minimum 1000 Sheet Paper Capacity
 - n. Internal Ethernet Adapter with minimum speed of 100MB
 - o. 75 page sheet feeder or greater
 - p. Color Scanning
 - q. Duplex Capability
 - r. Must support both Windows and Macintosh Operating Systems
2. Black & White Copier # 2
 - a. Minimum of 56 - 65 pages per minute
 - b. Minimum 512 MB RAM
 - c. Minimum 80 GB Hard Drive
 - d. Minimum supported paper size of 11" x 17"
 - e. Minimum 3000 Sheet Paper Capacity
 - f. Internal Ethernet Adapter with minimum speed of 100MB
 - g. 100 page sheet feeder or greater
 - h. Color Scanning
 - i. Duplex Capability
 - j. Must support both Windows and Macintosh Operating Systems
3. Color Copier # 1
 - a. Minimum of 26 - 35 pages per minute
 - b. Minimum 1 GB RAM
 - c. Minimum 80 GB Hard Drive
 - d. Minimum supported paper size of 11" x 17"
 - e. Minimum 1000 Sheet Paper Capacity
 - f. Internal Ethernet Adapter with minimum speed of 100MB
 - g. 50 page sheet feeder or greater
 - h. Color Scanning
 - i. Duplex Capability
 - j. Must support both Windows and Macintosh Operating Systems
4. Color Copier # 2
 - a. Minimum of 36 - 45 pages per minute
 - b. Minimum 1 GB RAM
 - c. Minimum 160 GB Hard Drive

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- d. Minimum supported paper size of 11" x 17"
- e. Minimum 1000 Sheet Paper Capacity
- f. Internal Ethernet Adapter with minimum speed of 100MB
- g. 75 page sheet feeder or greater
- h. Color Scanning
- i. Duplex Capability
- j. Must support both Windows and Macintosh Operating Systems

Additional Evaluation Criteria - 30%

1. Scan to e-mail & network share support
2. Scan to PDF and TIFF file formats
3. Optional Internet Fax on each unit
4. References from other Higher Educational Institutions similar in size to USF
5. Evaluations units upon request
6. Resale capability through the USF Computer Store
7. Credit Card Purchasing Capability
8. Statement Green Capabilities of each unit and company
9. Extra Incentive programs for the USF Computer Store

Pricing and Purchase Options - 50%

1. Purchase Price on units specified
2. Additional Unit Features included or available for purchase above base criteria for each unit
 - a. If features not included provide pricing for upgrades
3. Discounts off rest of product line
4. Lease Rates and Terms
 - a. Preference given to self financing
 - b. If not, list banking institution and references for said institution

Maintenance Options - 20%

1. Maintenance Options Available
2. Pricing break down for each option
3. Terms and Conditions for each option
4. Included and non-included parts/supplies/labor for each option
5. 24 hour phone support
6. Service Provider information and references from other Higher Educational Institutions similar in size to USF
 - a. Preference will be given to a vendor that does not use 3rd party service providers.
 - b. If service is going to be provided by a 3rd party provide name of service provider and references from other Higher Educational Institutions similar in size to USF.

Proposal submittals should minimally contain the following:

- Invitation to Negotiate cover pages signed (pages 2-3 of this ITN Package)
- Answers checked for item #44 in Special Conditions
- Signed CERTIFICATE OF NON-SEGREGATED FACILITIES
- Completed substitute W-9 form
- Vendor proposal information
- For review, vendor contract vehicle(s) that may be executed for any aspect of this ITN

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SECTION III: SPECIAL CONDITIONS

Attention Vendor: Any vendors who received this Invitation to Negotiate from the Department of Purchasing and Property Services or vendors who have downloaded this Invitation to Negotiate from the USF Purchasing Web site <http://usfweb.usf/purchasing/purch2.htm>, are solely responsible to check the USF Purchasing Web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

1. OPENING NOTE TO VENDORS

Vendor's response to this Invitation to Negotiate shall be delivered to the Purchasing and Property Services, University of South Florida, 4202 East Fowler Avenue AOC 200, Tampa, Florida 33620-9000, no later than 3:00 P.M. on May 20, 2009 according to the official clock located in the University's Purchasing Department. No other time-keeping source will be considered for this purpose. The University shall not extend or waive this time requirement for any reason whatsoever. Responses to the Invitation to Negotiate that arrive after 3:00 P.M. on May 20, 2009 may be rejected in the University's sole discretion. These proposals will be returned unopened to the Vendor. Proposals and/or amendments will not be accepted at any time via facsimile or electronic mail. At 3:00 P.M. on May 20, 2009 all timely ITN Proposals received will be opened and recorded.

If the Vendor elects to mail/ship its ITN Proposal package, the Vendor must allow sufficient time to ensure the University's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure that the ITN Proposal package arrives at the University's Purchasing Department no later than 3:00 P.M. on May 20, 2009.

ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

ITN Proposals must be delivered in sealed envelopes/packages clearly marked: ITN Proposal No. 9-13-G.

All proposals must be submitted on our standard Invitation to Negotiate Form.

2. INQUIRIES

The University will not give verbal answers to inquiries regarding negotiation considerations or verbal instructions prior to or after the selection process of this Invitation to Negotiate. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any cost incurred by the Vendor in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Vendor accepting verbal direction. All University changes to the ITN terms or specifications, if necessary, shall be made by the university by written addendum to the Invitation to Negotiate and distributed electronically by e-mail only.

Note: Vendors are responsible to insure that the University has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda.

3. QUESTIONS ABOUT ITN - POINT OF CONTACT

Any questions concerning this Invitation to Negotiate should be directed to George Cotter, Associate Director, Purchasing & Property Services, AOC-200, via e-mail at gcotter@admin.usf.edu by the close of business May 14, 2009. Phone: (813) 974-3340.

Copiers, Printers and Multi-Functional Printers4. ADDENDA

Purchasing & Property Services may issue written addenda prior to the proposal opening date, supplementing, modifying or interpreting any portion of this Invitation to Negotiate. No verbal or written information from any source other than the Purchasing & Property Services addenda is authorized as representing the University.

Vendor's failure to return any and all addenda may result in disqualification of that Vendor's Invitation to Negotiate.

PLEASE NOTE: It is solely the Vendor's responsibility to check the USF Purchasing Web site at usfweb.usf.edu/purchasing/purch2.htm, forty-eight (40) hours before the closing time of this proposal to verify that the proposer has received any addenda that may have been issued.

6. MEETINGS

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing & Property Services Department located at 4202 E Fowler Avenue AOC-200, Tampa, Fl 33620 and posted electronically on the USF Purchasing Bid website five business days prior to the meeting, (USFWEB.USF.EDU/PURCHASING/PURCH2.HTM). For the purpose of this ITN, meeting notices will be Noticed (posted) by e-mail to the ITN vendor list.

7. PARKING

Annual, semester, monthly, weekly, or daily parking permits must be obtained from Parking and Transportation Services (974-3990 for further information) for any company vehicles and/or individual vehicles that will be parked on campus. This applies to all vehicles used for an extended period of time (over 3 days or on a recurring basis). Parking rules and regulations must be observed by all drivers. Website for parking services is: [HTTP://USFWEB.USF.EDU/PARKING_SERVICES/](http://USFWEB.USF.EDU/PARKING_SERVICES/)

8. AWARD

Vendor's proposals will be evaluated based on the requirements set forth in this Invitation to Negotiate. The University reserves the right to reject any or all proposals.

Vendors may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required products and service.

The award(s) shall be made by the University to the most responsive and responsible vendor whose proposal is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate.

9. PROPOSAL TABULATION

Vendors desiring a copy of the proposal tabulation for the Invitation to Negotiate may request same by enclosing a self-addressed stamped envelope with their proposal. Proposal tabulation will be available after award and will be posted on the Purchasing website. The proposal tabulation is an accounting of initial proposal information received relative to requested information. Proposal results will not be given out over the telephone.

10. THE INVITATION TO NEGOTIATE PROCESS

The ITN process is a flexible procurement process that is used when highly specialized and or variable services or products are required. Negotiations offer an opportunity for selected Vendor(s) to discuss their responses with an evaluation committee. The goal of this comprehensive process is for identification of the optimal outcome or the

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solution that best meets the needs of the University. Only representatives of the participating Vendors who are authorized to negotiate and make agreements shall be involved in negotiations.

11. EVALUATION CRITERIA

Evaluation of initial proposals may lead to a short list of Vendors. Evaluation will be based on evaluation criteria identified in the Section II - Scope. Any information a Vendor deems essential to the evaluation of the services/equipment offered, for which no provision is made in the ITN, should be clearly stated in the proposal. While the University reserves the right to request additional information or clarification from Vendors at any time in the process, Vendors should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a clear and easy to understand explanation of the products, services, benefits and prices offered and should include information as to how all specifications will be met.

12. NEGOTIATION WITH VENDORS

To identify vendors for negotiations or to establish a Short List of Vendors, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The University will compare the proposals according to the evaluation criteria described in SECTION II for the purpose of identifying vendors for negotiation and/or determining a short list. The evaluation criteria does not necessarily determine the best value for the university or the award to be made.

Vendors may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Vendors to discuss their offers and proposals in further detail with the University. Selected vendors may be given the opportunity to refresh their initial offers. Refreshed proposals allow vendors to match or exceed the offers made by competitors, both as to services and cost. This allows the University to secure services which best meet its needs, at a highly competitive and favorable cost. At the conclusion of this negotiation process, the University may ask selected vendors to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. Invitation to submit a best and final offer is not automatic. After this negotiation a final Vendor(s) may be selected.

13. INVITATION TO NEGOTIATE FORM

All proposals shall be submitted using the University of South Florida Invitation to Negotiate form as a cover to be considered for an award of the proposal. The form shall be completed in ink or typewritten, signed by an authorized signatory of the Vendor and returned with the proposal in a sealed envelope. Vendor is responsible for marking the outside of the sealed envelope with the proposal number and the opening date.

The Invitation to Negotiate form and all related pages are a legal document and cannot be altered by the Vendor in any way. Any alteration made by a Vendor shall disqualify the proposal and the response will be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented by written addenda to the proposal issued by Purchasing & Property Services.

14. RIGHT TO NEGOTIATE

Upon evaluation of the responses, the University has the right to enter into negotiations with one or multiple Vendors that appear to have submitted proposal(s) that best meet the needs and requirements of the University. Negotiations could include but are not limited to price and the terms and conditions of this ITN.

If for any reason a Vendor(s) and the University cannot arrive at a mutual agreement that would result in the issuance of a contract, the University reserves the right to terminate negotiations, to reject the proposal(s), and to continue negotiations with other responsive Vendors that may lead to the issuance and award of a contract.

Copiers, Printers and Multi-Functional Printers15. VENDOR'S RESPONSIBILITY

It is understood and the Vendor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the Invitation to Negotiate.

16. VENDOR'S EXPENSE

All proposals submitted in response to the ITN must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this Invitation to Negotiate. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

17. NUMBER OF PROPOSALS SUBMITTED

Vendor shall submit one (1) original proposal-clearly mark as "original" and four (4) copies.

18. PROPOSAL REJECTION

The University shall have the right to reject any or all ITN proposals and in particular to reject an ITN proposal not accompanied by data required by the Invitation to Negotiate or an ITN proposal in any way incomplete or irregular including the omission of pricing information. Conditional ITN proposals may be considered non-responsive.

19. OPEN COMPETITION

The University encourages free and open competition among vendors. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Vendor's signature on their ITN proposal guarantees that the prices quoted have been established without collusion with other Vendors and without effort to preclude the University from obtaining the lowest possible competitive price.

20. ORAL PRESENTATION

After ITN proposals have been opened, Vendors submitting ITN proposals may be requested, at the sole option of the University, to make oral presentations or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Vendor to clarify the proposal. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Vendor's ITN proposal and become part of the same as if originally submitted.

21. MISTAKES

Vendors must check their proposals for any errors. Failure to do so will be at the Vendor's risk.

In the event a mistake results in the written request of a Vendor withdrawing any part of the proposal, the Vendor must withdraw the entire proposal package and the University will not consider that proposal for award of ANY of the subject ITN. This applies to all requests for withdrawal. The only exception to this policy would be a case where the mistake was the result of misinformation unknowingly supplied by the University. In this event, a waiver of policy must be approved by Purchasing whose decision shall be final.

22. RIGHT TO TERMINATE

In the event any of the provisions of the contract are violated by the successful proposer, the University may serve written notice upon Vendor of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the contract. If the violation does not cease and satisfactory arrangements

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for correction are not made within ten (10) days after the notice is served upon the Vendor, the contract shall cease and terminate. The liability of the Vendor and/or his surety for any and all such violation(s) shall not be affected by any such termination.

23. CANCELLATION

For the protection of both parties all contractual obligations shall prevail for at least 90 days after the effective date of the contract. After that period, for the protection of both parties, this contract may be cancelled, in whole or in part, by either party by giving thirty (30) days written notice to the other party.

24. FORCE MAJEURE

No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

25. AVAILABILITY OF FUNDS

The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

26. PAYMENT

The University will make partial payment in the amount of the value of items or service received and accepted by the University in response to a request by the Vendor along with the submission of a properly executed invoice, and supporting documents (if required). The University shall issue the Vendor's payment within 40 days (35 days for healthcare providers) after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. The University's preferred payment method is P-card. No additional charges will be accepted for use of P-card payment. Any penalty or delay in payment shall be in accordance with section 55.03, Florida Statutes. The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 013-974-2401.

27. FEID NUMBER

Vendors MUST supply their Federal Employee Identification Number or Social Security number.

28. W-9 FORM

Vendors are required to complete and return the W-9 Form attached herein with their proposal response.

NOTE: The W-9 statement must be completed and signed before a contract can be approved.

29. WARRANTY

The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in material and/or workmanship and all installation work. The factory warranty shall become effective on the date of acceptance of the equipment by the University. Should any defect in materials or workmanship, except ordinary wear and

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tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the University immediately upon written notice from the Senior Purchasing Agent of Purchasing & Property Services (or designee). The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control of the successful bidder, absent of any fault or negligence of the bidder (examples: misuse or neglect by the University, acts of God, fires, floods, and hurricanes.)

30. STANDARDS OF CONDUCT

It is a breach of ethical standards for any employee of the University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential vendor to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

31. AMERICAN WITH DISABILITIES (ADA)

The Vendor awarded this proposal/proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

NOTE: If special accommodations are required in order to attend any event or meeting in conjunction with this Invitation to Negotiate, please notify Purchasing and Property Services at (813)974-2481 at least 5 working days prior to the scheduled event.

32. PUBLIC RECORDS

Sealed proposal responses received by the University pursuant to Invitation to Negotiate are exempt from the provisions of the Florida Statute Chapter 119 until such time as the University provides notice of a decision or intended decision pursuant to Florida Statute Chapter 120 or within ten (10) days after the proposal opening, whichever is earlier.

The University reserves the right of unilateral cancellation for refusal by the Vendor(s) to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the Vendor(s) in conjunction with this resulting contract.

33. EQUAL OPPORTUNITY STATEMENT

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a vendor under this agreement, the bidder commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.
- B. If the bidder expects to receive \$25,000 in Revenues during the first 12 months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the bid response. Sample certificate attached.

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- C. If the bidder expects to receive \$60,000 in Revenues during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the bidder expects to receive \$60,000 in Revenues during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of this agreement.
34. PUBLIC ENTITY CRIMES
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in the University Regulation 4.02030(1), for a period of 36 months from the date of being placed on the convicted vendor list.
35. LOBBYING
- The expenditure of funds from Grants and Aids Appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated grants and aids.
36. AFFIRMATIVE ACTION
- As a condition of this contract, the Vendor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.
37. TAXES
- The State of Florida, and the University, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.
38. LICENSES
- In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.
39. CERTIFICATION
- In accordance with Section 112.3185, Florida Statutes, the Vendor hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of this Agreement by the University.
40. INDEMNIFICATION
- Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, the University of South Florida, and the University of South Florida Board of Trustees, a public body corporate, and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and

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expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of Vendor and/or Vendor's officers, employees, agents and contractors, in connection with this Agreement.

41. RELATIONSHIP OF PARTIES

It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners or joint ventures, or any similar relationships between the parties hereto, or as constituting Vendor as the agent or representative of the University for any purpose in any manner whatsoever. Vendor is not authorized to bind University to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

42. TECHNOLOGY PROVIDED

The University's expectation is that vendors shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.

43. PURCHASES BY OTHER UNIVERSITY ENTITIES

With the consent and agreement of the successful Vendor(s), purchases may be made under this ITN by University of South Florida Direct Support Organization and affiliated entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation.

44. Minority Vendor Enterprises

Is your firm a "Minority Business Enterprise" defined as a business concern engaged in commercial transactions which is domiciled in Florida, and which is at least fifty-one (51%) percent owned by minority person and whose management and daily operations are controlled by such persons?

YES _____ NO _____

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES _____ NO _____

The successful vendor(s) shall be required to supply monthly reports to the University of its payments to minority and women-owned businesses for goods and services provided in servicing the users of this Data Storage Equipment Contract. These monthly reports will be submitted directly to the Purchasing & Property Services, Office of Supplier Diversity to be utilized for the University's Quarterly subcontractor reporting to the State of Florida.

Vendor shall provide with the proposal list of MBE suppliers and subcontractor.

45. Conditions and Provisions

USF reserves the right to reject any and all proposals and to waive minor variances from the requirements set forth in this ITN. USF at its sole discretion will select the proposal it deems is in the best interests of USF.

Vendors may be required to make formal presentations to USF to further discuss its proposal.

USF is not liable for any costs incurred in the preparation of proposals or any work performed in connection therein.

Copiers, Printers and Multi-Functional Printers46. UNIVERSITY'S RIGHT TO INSPECT, TEST AND TERMINATE

The University reserves the right to make inspections and tests, when deemed advisable, to ascertain that requirements of the contract are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the University may immediately demand that the Contractor comply with the bid to meet these requirements. If the Contractor fails to comply with such demands within two (2) calendar days, the University shall serve written notice to the Contractor stating the reason(s) for intention to terminate the contract. Within, two (2) calendar days after such notice is served upon the Contractor, such violation shall cease and satisfactory corrections shall be made, otherwise the contract shall, upon expiration of said two (2) days, cease and terminate. The liability of such Contractor for any and all such violation(s) shall not be affected by any such termination. Should termination occur, Contractor will be held in default.

47. INSPECTION AND TESTING OF MATERIALS

The materials, patterns, fabricated members, and assembled or partially assembled items may be inspected at the factory, or elsewhere, by the University's representative at any time during the process of manufacture and up until final delivery and acceptance by the University, to determine whether such items meet the requirements of the specifications. The University's representative's approval prior to the time of final acceptance shall not preclude the University from rejecting delivered items which do not satisfy these specifications.

48. FEDERAL DEBARMENT

By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or have a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three-year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

49. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All vendors must disclose with their ITN the name of any officer, director, or agent who is also an employee of the University. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

By submitting a response to this ITN without such information, the Vendor certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of the Contract.

50. NOTICE OF ITN PROTEST BONDING REQUIREMENT

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120 F.S., shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount

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equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

52. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property

To the extent that intellectual property of Vendor will be sold or licensed as a part of the products or services offered, the Vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor.

53. WAIVER/CURE OF INFORMALITIES; ERRORS AND OMISSIONS

The University reserves the right to waive or permit cure of informalities, errors or omissions prior to its acceptance of an offer, and to conduct discussions with any proposers, and to take any other measures with respect to this ITN in any manner which the University, in its exclusive discretion, deems to be in the best interest of the University and its beneficiaries.

54. RELATIONSHIP OF PARTIES

It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners or joint ventures, or any similar relationships between the parties hereto, or as constituting Vendor as the agent or representative of the University for any purpose in any manner whatsoever. Vendor is not authorized to bind University to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

55. COMPLIANCE WITH LAWS

Vendor shall comply with applicable Federal, State, and local laws and regulations and University Regulations and Policies with respect to its participation in the ITN process. If Vendor receives an award as a result of the ITN, Vendor shall continue to comply with the foregoing laws, regulations, and policies. If Vendor fails to comply with the requirements of the proceeding sentences, the University, in its sole discretion, may disqualify Vendor, or, if Vendor has been awarded a contract pursuant to the ITN, the University, in its sole discretion, may determine that Vendor is in default.

56. TERM OF AGREEMENT AND RENEWALS

Throughout the term of the contract the University shall have the option to negotiate additional terms and conditions of the contract in order to meet the needs of the University.

The successful vendor(s) shall be awarded an Agreement for five (5) years, with the University having the option to renew the Agreement for two (2) additional one (1) year periods under the same terms, conditions and pricing if such is deemed by the University to be advisable and advantageous. Renewal of this Agreement is subject to appropriation of funds by the Legislature of the State of Florida.

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CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____
certify to the University of South Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 2067 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 2067), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

(NAME OF COMPANY)

BY: _____

TITLE: _____

DATE: _____

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SUBPART D - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment."
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor."
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law."
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The Contractor agrees to comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11701 and Section 503 of the Vocational Rehabilitation Act of 1973, which are incorporated in this certificate by reference.

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**University of South Florida
Purchasing & Property Services**
Request for Taxpayer Identification and Certification
(Substitute for IRS Form W-9)

Instructions:

1. Use this form only if you are a U.S. person (including U.S. resident aliens). If you are a foreign person, use the appropriate Form W-8.
2. Complete Part 1 by completing the one row of boxes that corresponds to your tax status.
3. Complete Part 2 by providing your Payment Remittance Address.
4. Complete Part 3 if you are exempt from Form 1099 reporting.
5. Complete Part 4 by signing & dating form.

Part 1 – Tax Status: (complete ONLY ONE ROW of boxes)

Individuals: <i>(Fill out this row)</i>	Individual's Name: (first name, middle initial, last name) _____		Individual's Social Security Number _____ - _____ - _____		
Sole Proprietor: <i>(Fill out this row)</i> <small>A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.</small>	Business Owner's Name: (REQUIRED) (First Name) _____ (Middle Initial) _____ (Last Name) _____		Business Owner's Social Security Number _____ - _____ - _____ OR Employer ID Number _____ - _____ - _____		Business or Trade Name (OPTIONAL) _____ _____
Partnership: <i>(Fill out this row)</i>	Name of Partnership: _____		Partnership's Employer ID Number _____ - _____ - _____		Partnership's Name on IRS records (see IRS mailing label) _____
Corporation, exempt charity or other entity: <i>(Fill out this row)</i>	Name of Corporation or Entity: _____ _____		Employer ID Number _____ - _____ - _____		Are you incorporated? YES <input type="checkbox"/> NO <input type="checkbox"/> <small>A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation. D.B.A. or T.A. companies? Attach all of the business names.</small>

Part 2 – A. Ordering Address: (Address where Purchase Orders should be mailed)

B. Payment Remittance Address: (Address where Payments should be mailed)

C. Business Contact Information:

Business Phone # _____ Contact Person _____
Business Fax # _____ Contact Phone # _____
Business Website Address _____ Contact Fax # _____

Part 3 – Exemption: If exempt from Form 1099 reporting, check here: **AND circle your qualifying exemption reason below:**

1. Corporation Except there is no exemption for medical and healthcare payments or payments for legal services.	2. Tax Exempt Tax Exempt Charity under 501(c)(3), or IRA	3. The United States or any of its agencies or instrumentalities	4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions.	5. A foreign government or any of its political subdivisions.
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Part 4 – Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I am a U.S. person (including a U.S. resident alien).

Certification Instructions-- You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Name of Person completing this form: _____ Phone: (____) _____
Title of Person completing this form: _____ 20 Address: _____
Signature: _____ Date: _____ City: _____ State: _____ ZIP: _____
E-Mail Address: _____

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Small, Minority or Women-Owned Business? _____ YES _____ NO

If answered yes above, please circle classification that applies:

<u>Federal Classifications</u> <i>(If your business is registered with the Small Business Administration (SBA) or the Central Contractor Registration (CCR) Website at https://www.bpm.gov/cerreg/scripts/search.asp, please check the classification(s) in this column that applies to your business.</i>	State of Florida Certified Minority Business Enterprise <i>(If you check a classification in this column, please provide a copy of your Florida Statewide & Inter-Local Certification with your application)</i>	Non-Certified Minority Business Enterprise <i>(Business must be at least 51% owned, managed & controlled by minority persons to select a classification in this column.)</i>	Non Profit Organization
SBA 8(a) Certification <i>(please provide a copy of certificate with application)</i>	African American <i>(please provide a copy of certificate with application)</i>	African American	Minority Board <i>(51% or more Minority Board of Directors)</i>
Small Disadvantaged Business Certification <i>(please provide a copy of certificate with application)</i>	Hispanic American <i>(please provide a copy of certificate with application)</i>	Hispanic American	Minority Employees <i>(51% or more Minority Officers)</i>
HUBZone Certification <i>(please provide a copy of certificate with application)</i>	Asian American <i>(please provide a copy of certificate with application)</i>	Asian American	Minority Community <i>(51% or more Minority Community Served)</i>
Veteran	Native American <i>(please provide a copy of certificate with application)</i>	Native American	Other- Non Profit
Service Disabled Veteran	American Woman <i>(please provide a copy of certificate with application)</i>	American Woman	
Vietnam Veteran			
Women Owned			
Minority Owned Business			

- If you select a classification that is certified by a Federal or State agency, please provide a copy of your certification for each agency along with this application.
- To determine your Federal Size Standard, please access the U.S. Small Business Administration's website: <http://www.sba.gov/startup/index/whatis.html> or go to the SBA's <http://www.sba.gov/size> to look up your North American Industry Classification Systems (NAICS) Code and the qualifying number of employee's or annual dollar amount. To register your business on the Central Contractor Registration (CCR) Website visit <https://www.bpm.gov/cerreg/scripts/index.html>
- If you are using Federal Size Standards, please specify the codes used:
NAICS Code: _____ Number of Employees: _____ or Annual Amount: _____
- If you are not a State of Florida Certified Minority Business Enterprise and would like to download the application for certification of Minority Business Enterprise for the State of Florida and view the State of Florida's Eligibility criteria, please go the Office of Supplier Diversity's website at: <http://osd.dms.state.fl.us>.

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Part 3 – Purchase Order and Payment Preferences

By which delivery method do you prefer to receive purchase orders?

Fax Postal mail

Payment Discount Terms:

2% Net 10

Other: _____

By which delivery method do you prefer to receive payment?

Check

Credit Card
(USF Procurement Card)

Electronic Funds Transfer (EFT)
(To receive payments by Electronic Funds Transfer, please complete the attached Electronic Payment Authorization Form to start electronic payment process)

Part 4 – Signature

I certify to the best of my knowledge and belief, that the business or payee identified in this vendor application, and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency.

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with the State of Florida my firm is in compliance with Chapter 112, Florida Statutes relating to conflict of interest (to review the Statute in full, visit <http://www.flsenate.gov/statutes>).

Name of Person Signing Application

Title

Signature

Date

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Purchasing and Property Services

4202 E Fowler Ave AOC 200

Tampa, FL 33620-9000

Phone: (813) 974-2481

IT IS THE RESPONSIBILITY OF THE BIDDER TO CHECK THIS WEBSITE FORTY-EIGHT (48) HOURS BEFORE THE OPENING DATE OF THE BID/PROPOSAL TO VERIFY THAT THE BIDDER HAS RECEIVED ANY ADDENDA THAT MAY HAVE BEEN ISSUED.

TO BE NOTIFIED OF AN ADDENDUM OR RESCHEDULING OF AN OPENING DATE, PLEASE PROVIDE PURCHASING SERVICES WITH THE FOLLOWING INFORMATION:

VENDOR

NAME _____

BID/PROPOSAL NO. 9-13-G

PHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS

FAX OR E-MAIL THIS FORM TO:

PURCHASING SERVICES
ATTENTION: George Cotter
FAX NO. (813) 974-5362
E-Mail: gcotter@admin.usf.edu



USF - University of South Florida

Purchase / Lease / Full Maintenance

Schedule B to

Ricoh Master Pricing Agreement

Terms & Conditions to Reference Ricoh Master Agreement

Pricing valid for 60 Days

Lease rates are subject to quarterly review and adjustment, unless otherwise noted in the Ricoh Master Agreement.

Lease payments exclude taxes

Ricoh Product Code	Copies, Prints and Developments Per Minute	Ricoh Equipment and Options Price Per Unit	Sug-16 Retail Price	Contract Equipment Purchase Price	FMV Lease		FMV Lease		FMV Lease		FMV Lease		FMV Lease	
					24 Monthly Payments	36 Monthly Payments	48 Monthly Payments	60 Monthly Payments	24 Monthly Payments	36 Monthly Payments	48 Monthly Payments	60 Monthly Payments		
415652	21	BEW - A4 Ricoh MP 2015PF	\$2,835.00	\$1,091.00	\$52.91	\$32.84	\$26.85	\$22.65	\$58.55	\$40.53	\$32.28			
ESPACT1		ESP ACT Power Filter	30.00	24.00	1.16	0.72	0.59	0.50	1.24	0.89	0.71			
00642AMLU		ESP XG-PCS-1SD (120 Volt, 15 Amp)	246.00	133.00	6.45	4.00	3.27	2.76	6.86	4.95	3.84			
PS-NVWSC2		Network Print/Scan Connection (Seg. 2)	200.00	125.00	6.06	3.78	3.06	2.60	6.48	4.66	3.70			
415674		Paper Feed Unit PB1030	479.00	182.00	8.83	5.48	4.48	3.78	9.43	6.73	5.39			
414801		Accessibility Handle Type C (limited availability)	109.00	52.00	2.52	1.57	1.29	1.08	2.70	1.94	1.54			
417411		Hard Disk Drive Option Type 201	486.00	187.00	9.07	5.63	4.60	3.88	9.69	6.96	5.55			
52761		FACT9 CABINET	105.00	105.00	5.09	3.16	2.58	2.18	5.44	3.91	3.11			
52991		FACT4 CABINET	264.00	95.00	4.61	2.88	2.34	1.97	4.92	3.54	2.81			
415620		Print / Scan Option Accessories												
00811AMLU-PS1		Embedded HelpSpot Type S	961.00	405.00	20.99	15.08	11.98	10.21	28.99	19.03	14.98			
003357MILU-PS1		1 Year HelpSpot Service Subscription Extension	595.00	316.00	16.38	11.77	9.35	7.97	18.38	11.77	9.35			
004813MILU-PS1		2 Year HelpSpot Service Subscription Extension	850.00	515.00	29.80	21.41	17.01	14.50	28.80	21.41	17.01			
004814MILU-PS1		3 Year HelpSpot Service Subscription Extension	1,350.00	923.00	47.84	34.57	27.31	23.28	47.84	34.57	27.31			
411699		4 Year HelpSpot Service Subscription Extension	1,700.00	1,198.00	62.09	44.81	35.45	30.21	62.09	44.81	35.45			
403000		IEEE 1284 Interface Type A	124.00	48.00	2.33	1.44	1.18	1.00	2.49	1.78	1.42			
402547		IEEE802.11ag Interface Unit Type L	692.00	292.00	12.22	7.59	6.20	5.23	13.06	9.38	7.46			
414917		Gigabit Ethernet Board Type A	559.00	210.00	10.19	6.32	5.17	4.36	10.88	7.82	6.21			
414992		USB2.0 USB Slet Type B	305.00	147.00	7.13	4.42	3.82	3.05	7.62	5.47	4.35			
413012		VM Card Type L	194.00	73.00	3.54	2.20	1.80	1.52	3.76	2.72	2.16			
EQ-RETURN-SEG2PLUS		Security & Misc Accessories												
407630	23	Optional Counter Interface Unit Type A	81.00	31.00	1.50	0.93	0.76	0.64	1.61	1.15	0.92			
407592	23	Lease Return	250.00	250.00	12.13	7.53	6.15	5.19	12.95	9.31	7.49			
EQ-RETURN-SEG1DESKTOP														
407240	30	(Disc 08-31-16) SP 2135NW	\$195.00	\$172.00	\$8.34	\$5.18	\$4.23	\$3.57	\$8.91	\$5.41	\$4.27			
ESPACT1		SP 2135FNW	\$345.00	\$212.00	\$10.28	\$6.38	\$5.22	\$4.40	\$10.99	\$7.89	\$6.27			
PS-NVWSCFR		ESP ACT Power Filter	30.00	24.00	1.16	0.72	0.59	0.50	1.24	0.89	0.71			
EQ-RETURN-SEG1DESKTOP		Network & Scan - Printer	150.00	125.00	6.06	3.76	3.06	2.60	6.48	4.66	3.70			
407240	30	Lease Return	125.00	125.00	6.06	3.76	3.06	2.60	6.48	4.66	3.70			
EQ-RETURN-SEG1DESKTOP														
406967	30	SP 3115FNW	\$378.00	\$294.00	\$14.28	\$8.85	\$7.24	\$6.10	\$15.24	\$10.85	\$8.78			
406971	30	ESP ACT Power Filter	30.00	24.00	1.16	0.72	0.59	0.50	1.24	0.89	0.71			
ESPACT1		Network & Scan - Printer	150.00	125.00	6.06	3.76	3.06	2.60	6.48	4.66	3.70			
PS-NVWSCFR		Lease Return	125.00	125.00	6.06	3.76	3.06	2.60	6.48	4.66	3.70			
406496		(Limited Inventory) SP 3500 SF	\$419.00	\$317.00	\$15.37	\$9.54	\$7.80	\$6.58	\$16.43	\$11.81	\$9.38			
004815MILU		ESP ACT Power Filter	\$479.00	\$295.00	\$19.16	\$11.89	\$9.72	\$8.20	\$20.47	\$14.71	\$11.89			
		Network & Scan - Printer	150.00	125.00	6.06	3.76	3.06	2.60	6.48	4.66	3.70			
		Paper Feed Unit TK1080	149.00	119.00	5.48	3.40	2.78	2.35	5.85	4.21	3.34			
		USB Cable (A-B)	8.00	3.00	0.15	0.09	0.07	0.06	0.16	0.11	0.09			

RICOH

USF - University of South Florida

Purchase / Lease / Full Maintenance

Schedule B to Ricoch Master Pricing Agreement

SRP Change
New Product &/or New EDP Code

Terms & Conditions to reference Ricoh Master Agreement.
Pricing valid for 90 Days.
Lease rates are subject to quarterly review and adjustment, unless otherwise noted in the Ricoh Master Agreement.
Lease payments exclude taxes.

Ricoch Product Code	Copies Prints Developments Per Minute	Ricoch Equipment and Options Prices Per Unit	Suggested Retail Price	Contract Equipment Purchase Price	FMV Lease		FMV Lease		FMV Lease		FMV Lease		FMV Lease	
					24 Monthly Payments	36 Monthly Payments	48 Monthly Payments	60 Monthly Payments	24 Monthly Payments	36 Monthly Payments	60 Monthly Payments			
414008		IEEE802.11a/g Wireless Type J	775.00	291.00	14.11	8.76	7.16	6.04	15.08	10.94	8.61			
402547		Gigabit Ethernet Board Type A	559.00	210.00	10.19	6.32	5.17	4.26	10.68	7.82	6.21			
416163		VM Card Type U	190.00	74.00	3.59	2.23	1.82	1.54	3.84	2.76	2.19			
414007		File Format Converter Type E	817.00	300.00	14.55	9.03	7.38	6.23	15.55	11.17	8.88			
415600		Embedded HeadSpot Type S	891.00	405.00	20.99	15.08	11.96	10.21	20.99	15.08	11.99			
418200		Browser Unit Type G	170.00	64.00	3.10	1.93	1.59	1.33	3.32	2.38	1.89			
416196		SD Card for NAVWare Printing Type I	200.00	77.00	3.73	2.32	1.89	1.60	3.99	2.87	2.28			
009174MILU-PS1		1 Year HostSpot Service Subscription Extension	555.00	316.00	16.36	11.77	9.35	7.97	15.36	11.77	9.35			
003357MILU-PS1		2 Year HostSpot Service Subscription Extension	960.00	575.00	28.80	21.41	17.01	14.50	29.80	21.41	17.01			
004613MILU-PS1		3 Year HostSpot Service Subscription Extension	1,350.00	923.00	47.94	34.37	27.31	23.26	47.94	34.37	27.31			
004814MILU-PS1		4 Year HostSpot Service Subscription Extension	1,760.00	1,198.00	62.09	44.61	35.45	30.21	62.09	44.61	35.45			
GCPC0001-PS1		Ricoh App For Google Cloud Print	69.00	47.00	2.44	1.75	1.39	1.19	2.44	1.75	1.39			
413012		Security & Misc. Accessories	81.00	31.00	1.50	0.93	0.78	0.64	1.61	1.15	0.92			
413985		Optional Counter Interface Unit Type A	978.00	353.00	17.12	10.63	8.69	7.33	18.30	13.15	10.45			
416372		Copy Data Security Unit Type F	530.00	209.00	10.14	6.29	5.14	4.34	10.83	7.78	6.18			
100296FNG		Data Overwrite Security Unit Type I	70.00	40.00	1.94	1.20	0.98	0.83	2.07	1.49	1.18			
EQ-RETURN-SEP2P-US		External USB Keyboard(no bracket)	250.00	250.00	12.13	7.53	6.15	5.19	12.99	9.31	7.40			
407226	42	(Limited Inventory) MP 401SPF	\$3,310.00	\$1,379.00	\$56.88	\$41.51	\$33.94	\$28.63	\$71.47	\$51.35	\$40.80			
009429MIU		ESP XG-PCS-150 (120 Vol. 15 Amp)	346.00	133.00	6.45	4.00	3.27	2.75	6.89	4.95	3.94			
PC-NVWSC3		Network PrintScan Connection (Sep. 3)	350.00	125.00	6.05	3.76	3.06	2.60	6.46	4.66	3.70			
407230		Paper Feed Unit PB1060	160.00	118.00	5.72	3.55	2.90	2.45	6.12	4.39	3.49			
407228		Paper Feed Unit PB1070	305.00	175.00	8.49	5.27	4.31	3.03	9.07	6.52	5.18			
MX407228RA		Hard Disk Drive Option Type M6	339.00	112.00	5.43	3.37	2.76	2.33	5.80	4.17	3.31			
181200		Adjustable Height Cabinet Type G	235.00	102.00	4.95	3.07	2.51	2.12	5.29	3.80	3.02			
407225		Print / Scan Open Accessories	125.00	64.00	3.10	1.89	1.56	1.33	3.92	2.39	1.89			
407343		Browser Unit Type M6	95.00	45.00	2.18	1.35	1.11	0.93	2.33	1.69	1.33			
007167MIU		XPS Direct Print Option Type M6	430.00	83.00	4.20	2.90	2.29	1.93	4.82	3.46	2.75			
414007		Memory Unit Type M1 1.5GB	817.00	300.00	14.55	9.03	7.38	6.23	15.55	11.17	8.88			
407218		File Format Converter Type E	109.00	36.00	1.75	1.08	0.89	0.75	1.87	1.34	1.07			
411699		VM CARD Type W	134.00	48.00	2.33	1.44	1.18	1.00	2.49	1.79	1.42			
407113		IEEE 1284 Interface Type A	400.00	291.00	14.11	8.76	7.16	6.04	15.08	10.94	8.61			
419805		IEEE802.11 Interface Unit Type O	240.00	131.00	6.35	3.94	3.22	2.72	6.78	4.88	3.88			
413012		Security & Misc. Accessories	81.00	31.00	1.50	0.93	0.78	0.64	1.61	1.15	0.92			
416391		Optional Counter Interface Unit Type A	960.00	353.00	17.12	10.63	8.69	7.33	18.30	13.15	10.45			
416372		Copy Data Security Unit Type G	530.00	209.00	10.14	6.29	5.14	4.34	10.83	7.78	6.18			
EQ-RETURN-SEP2P-US		Data Overwrite Security Unit Type I	250.00	250.00	12.13	7.53	6.15	5.19	12.99	9.31	7.40			
417705	42	MP 402SPF	\$3,325.00	\$1,435.00	\$59.11	\$42.89	\$35.07	\$29.58	\$73.85	\$53.07	\$42.17			
ESPACT1		ESP ACT Power Filter	30.00	24.00	1.16	0.72	0.59	0.50	1.24	0.89	0.71			



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Purchase / Lease / Full Maintenance

Schedule B to Ricoh Master Pricing Agreement

Terms & Conditions in reference Ricoh Master Agreement
 Pricing valid for 90 Days
 Lease rates are subject to quarterly review and adjustment, unless otherwise noted in the Ricoh Master Agreement.
 Lease payments exclude taxes

Ricoch Product Code	Copies Prints and Options	Ricoch Equipment and Options	Sug-16 Retail Price	Contract Purchase Price	FMV Lease		FMV Lease		FMV Lease		FMV Lease		FMV Lease	
					24 Monthly Payments	36 Monthly Payments	48 Monthly Payments	60 Monthly Payments	24 Monthly Payments	36 Monthly Payments	48 Monthly Payments	60 Monthly Payments		
406851	47	(Limited Availability) Ricoh SP 5200S	\$3,299.00	\$2,182.00	\$106.83	\$66.68	\$53.70	\$45.38	\$113.09	\$81.26	\$64.57			
406852	52	(disc 08-25-16) Ricoh SP 5210SF	\$4,319.00	\$2,994.00	\$140.36	\$87.11	\$71.22	\$60.08	\$150.00	\$107.77	\$85.63			
406853	52	(disc 08-29-16) Ricoh SP 5210SR	\$4,449.00	\$2,980.00	\$144.53	\$89.70	\$73.34	\$61.86	\$154.45	\$110.98	\$88.18			
00642AMLU		ESP XG-PCS-1SD (120 Vol, 15 Amp)	\$46.00	133.00	6.45	4.00	3.27	2.76	8.88	4.95	3.94			
PS-NNVSCFR		Network & Scan - Printer	\$150.00	125.00	6.00	3.76	3.08	2.60	6.46	4.86	3.70			
406859		Paper Feed Unit TK1090	\$19.00	252.00	12.22	7.59	6.20	5.23	13.06	9.36	7.46			
407193		Paper Feed Unit TK1090L	\$42.00	308.00	14.94	9.27	7.58	6.39	15.96	11.47	9.11			
407194		Paper Feed Unit TK1080T	\$12.00	303.00	14.70	9.12	7.46	6.29	15.70	11.28	8.97			
406800		Paper Feed Unit TK1100 with Casters	\$35.00	274.00	13.29	8.23	6.74	5.69	14.20	10.20	8.11			
103466FNG		Tall Cabinet Type C	\$210.00	112.00	5.43	3.37	2.76	2.33	5.80	4.17	3.31			
100467FNG		Medium Cabinet Type D	\$200.00	107.00	5.19	3.22	2.63	2.22	5.55	3.98	3.17			
406894		Memory Controller and Interface Options	\$40.00	279.00	13.53	8.40	6.97	5.78	14.48	10.39	8.26			
414008		Fax Option Type SP5200	\$75.00	291.00	14.11	8.76	7.16	6.04	15.08	10.84	8.61			
406914		IEEE802.11a/g Wireless Type J	\$408.00	210.00	10.19	6.32	5.17	4.36	10.86	7.82	6.21			
001342AMLU		32MB Memory 4000USAF	\$205.00	25.00	1.21	0.75	0.62	0.52	1.39	0.93	0.74			
418372		Data Overwrite Security Unit Type I	\$50.00	209.00	10.14	6.29	5.14	4.34	10.83	7.78	6.18			
414007		File Format Converter Type E	\$17.00	300.00	14.55	9.03	7.38	6.23	15.53	11.17	8.88			
406816		Optional Counter Interface Unit Type A	\$750.00	528.00	27.37	19.66	15.62	13.32	27.37	19.66	15.62			
413012		Embedded HotSpot Type S	\$91.00	485.00	81.00	51.00	41.00	34.00	91.00	61.00	48.00			
415620		Browser Unit Type E	\$72.00	38.00	1.84	1.14	0.94	0.79	1.97	1.42	1.12			
414715		1 Year HotSpot Service Subscription Extension	\$565.00	316.00	16.36	11.77	9.35	7.97	16.38	11.77	9.35			
00817AMLU-PS1		2 Year HotSpot Service Subscription Extension	\$950.00	575.00	28.80	21.41	17.01	14.50	28.80	21.41	17.01			
00337AMLU-PS1		3 Year HotSpot Service Subscription Extension	\$1,350.00	923.00	47.84	34.37	27.31	23.29	47.84	34.37	27.31			
004813AMLU-PS1		4 Year HotSpot Service Subscription Extension	\$1,700.00	1,158.00	62.08	44.61	35.45	30.21	62.08	44.61	35.45			
EQ-RETURN-SEC2P-US		Lease Return	\$290.00	280.00	12.13	7.53	6.15	5.19	12.96	9.31	7.40			
407809	52	MP 501SPF	\$3,499.00	\$2,980.00	\$144.53	\$89.70	\$73.34	\$61.86	\$113.09	\$81.26	\$64.57			
407812	62	MP 601SPF	\$4,499.00	\$2,855.00	\$138.47	\$85.94	\$70.26	\$59.27	\$147.97	\$108.32	\$88.18			
ESPAC1		ESP A/C1 Power Filter	\$9.00	24.00	1.16	0.72	0.58	0.50	1.24	0.89	0.71			
00942AMLU		ESP XG-PCS-1SD (120 Vol, 15 Amp)	\$346.00	193.00	8.45	4.00	3.27	2.76	8.88	4.86	3.94			
PS-NNVSCFR		Network & Scan - Printer	\$150.00	125.00	6.00	3.76	3.08	2.60	6.46	4.86	3.70			
407850		Paper Feed Unit PB1100	\$300.00	282.00	12.22	7.59	6.20	5.23	13.06	9.36	7.46			
52851		Tall Cabinet Type I	\$229.00	112.00	5.43	3.37	2.76	2.33	5.80	4.17	3.31			
52841		Medium Cabinet Type J	\$195.00	107.00	5.19	3.22	2.63	2.22	5.55	3.98	3.17			
407851		Caster Table Type M24	\$279.00	172.00	8.34	5.18	4.23	3.57	8.91	6.41	5.09			
407863		Network Environment / Connectivity	\$489.00	291.00	14.11	8.76	7.16	6.04	15.08	10.84	8.61			
417586		IEEE 802.11 Interface Unit Type M24	\$125.00	48.00	2.33	1.44	1.18	1.00	2.49	1.79	1.42			
417567		IEEE 1284 Interface Board Type M19	\$263.00	112.00	5.43	3.37	2.76	2.33	5.80	4.17	3.31			
417566		USB Device Server/Option Type M19	\$75.00	159.00	7.71	4.78	3.91	3.30	8.24	5.92	4.70			

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Schedule B to Ricoh Master Pricing Agreement

Form 3. Conditions to reference Ricoh Master Agreement.
Pricing valid for 90 Days.

SRP Change

New Product &/or New EDP Code

Lease payments exclude taxes.

Ricoh Product Code	Copies Prints Developments Per Minute	Ricoh Equipment and Options Price Per Unit	Sep-16 Suggested Retail Price	Contract Equipment Purchase Price	FMV Lease 24 Monthly Payments	FMV Lease 36 Monthly Payments	FMV Lease 48 Monthly Payments	FMV Lease 60 Monthly Payments	FMV Lease 24 Monthly Payments	FMV Lease 36 Monthly Payments	FMV Lease 48 Monthly Payments	FMV Lease 60 Monthly Payments
417111		Optional Counter Interface	81.00	31.00	1.50	0.95	0.76	0.64	1.61	1.15	1.15	0.92
408048		XPS Direct Print Option Type M24 (Launching July 2017) iPD5 Unit Type M24	95.00	44.00	2.13	1.32	1.08	0.91	2.28	1.64	1.64	1.30
407810		File Format Converter Type M19	725.00	398.00	19.30	11.99	9.79	8.26	20.63	14.82	11.78	11.78
417228		OCR Unit	739.00	300.00	14.55	9.03	7.38	6.23	15.65	11.17	11.17	8.88
407854		Fax Connection Unit Type M24	335.00	143.00	6.94	4.30	3.52	2.97	7.41	5.33	4.23	4.23
407853		Security & Miscellaneous Accessories	209.00	110.00	5.34	3.31	2.71	2.28	5.70	4.10	4.10	3.25
417459		NFC Card Reader Type M24	339.00	128.00	6.26	3.88	3.17	2.68	6.69	4.80	4.80	3.82
EQ-RETURN-SECPLUS		DataOverwriteSecurity Unit Type M19 Lease Return	479.00	107.00	8.10	5.03	4.11	3.47	8.06	6.22	6.22	4.94
419443	25	BEV - MULTIFUNCTION Ricoh MP 2801SP	250.00	250.00	12.13	7.53	6.15	5.19	12.96	9.31	9.31	7.40
006428MU		ESP XG-PCS-1SD (120 Volt, 15 Amp) Network Print/Scan Connection (Seg. 2)	346.00	133.00	6.45	4.00	3.27	2.78	6.88	4.95	4.95	3.84
PS-NVSC2		Paper Feed Unit P82000	300.00	125.00	3.76	3.76	3.08	2.60	6.48	4.66	4.66	3.70
416455		Paper Feed Unit P82010	590.00	185.00	9.02	5.60	4.58	3.86	9.64	6.93	6.93	5.50
416456		1 Bin Tray BM2010	1,450.00	476.00	23.09	14.33	11.71	9.88	24.67	17.73	14.08	14.08
416454		Hand Disk Drive Option Type M1	340.00	108.00	5.24	3.25	2.66	2.24	5.80	4.02	4.02	3.20
007168MU		FAC56 CABINET	499.00	158.00	7.89	4.76	3.89	3.28	8.19	5.88	5.88	4.68
52981		Short Cabinet Type E	269.00	103.00	5.00	3.10	2.53	2.14	5.34	3.84	3.84	3.05
100477FNG		Print / Scan Option Accessories	200.00	100.00	4.85	3.01	2.46	2.08	5.18	3.72	3.72	2.96
411699		IEEE 1284 Interface Type A	134.00	48.00	2.33	1.44	1.18	1.00	2.46	1.79	1.79	1.42
414008		IEEE802.11ang Wireless Type J	775.00	291.00	14.11	8.76	7.16	6.04	15.08	10.84	10.84	8.61
416473		PostScript Unit Type M1	650.00	221.00	10.72	6.65	5.44	4.59	11.45	8.23	8.23	6.54
416163		VIA Card Type U	193.00	74.00	3.59	2.23	1.82	1.54	3.84	2.76	2.76	2.19
414007		File Format Converter Type E	817.00	300.00	14.55	9.03	7.38	6.23	15.65	11.17	11.17	8.88
416494		grower Unit Type M1	170.00	58.00	2.72	1.69	1.38	1.16	2.90	2.09	2.09	1.66
416478		SD card for NetWare printing Type M1	200.00	67.00	3.25	2.02	1.65	1.39	3.47	2.50	2.50	1.98
416457		Fax Accessories	390.00	127.00	6.16	3.82	3.13	2.64	6.58	4.73	4.73	3.76
416470		Fax Connection Unit Type M1	290.00	90.00	4.80	2.98	2.44	2.06	5.13	3.69	3.69	2.93
007167MU		Security & Misc. Accessories	430.00	93.00	4.51	2.80	2.29	1.93	4.82	3.46	3.46	2.75
413012		Memory Unit Type M1 1.5GB	81.00	31.00	1.50	0.93	0.76	0.64	1.61	1.15	1.15	0.92
416991		Optional Counter Interface Unit Type A	960.00	359.00	17.12	10.63	8.69	7.33	18.30	13.15	13.15	10.45
418372		Copy Data Security Unit Type G	530.00	209.00	10.14	6.29	5.14	4.34	10.83	7.78	7.78	6.18
100289FNG		Data Overwrite Security Unit Type I	70.00	40.00	1.94	1.20	0.98	0.83	2.07	1.49	1.49	1.18
007164MU		External USB Keyboard(bracket)	199.00	71.00	3.44	2.14	1.75	1.47	3.69	2.64	2.64	2.10
415620		FM 8008 Keyboard Bracket Only	951.00	405.00	20.99	15.08	11.98	10.21	20.99	15.08	15.08	11.98

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USF - University of South Florida Purchase / Lease / Full Maintenance

Schedule B to Ricoh Master Pricing Agreement

Terms & Conditions to reference Ricoh Master Agreement.

Pricing valid for 90 Days

Lease rates are subject to quarterly review and adjustment, unless otherwise noted in the Ricoh Master Agreement.

Lease payments exclude taxes.

Ricoh Product Code	Copies Prints Developments Per Minute	Ricoh Equipment and Options Prices Per Unit	Suggested Retail Price	Contract Purchase Price	FMV Lease		FMV Lease		FMV Lease		FMV Lease		FMV Lease	
					24 Monthly Payments	36 Monthly Payments	48 Monthly Payments	60 Monthly Payments	24 Monthly Payments	36 Monthly Payments	48 Monthly Payments	60 Monthly Payments		
41644		Browser Unit Type M1 HotSpot Options Embedded HotSpot Type S Lease Return	170.00	56.00	2.72	1.69	1.38	1.16	1.16	2.90	2.09	1.86		
41590			951.00	405.00	20.99	15.08	11.98	10.21	10.21	20.99	15.08	11.98		
EO-RETURN-SEC2PLUS			250.00	250.00	12.13	7.53	6.15	5.19	5.19	12.96	9.31	7.40		
417008	25	Ricoh MIP 2554	\$6,400.00	\$2,065.00	\$100.16	\$62.16	\$50.82	\$42.87	\$107.03	\$76.30	\$61.10			
417014	30	Ricoh MIP 3054	\$8,350.00	\$2,690.00	\$129.98	\$90.67	\$85.95	\$55.64	\$138.90	\$93.80	\$78.30			
417025	35	Ricoh MIP 3554	\$9,880.00	\$3,104.00	\$150.54	\$93.43	\$76.39	\$64.44	\$160.88	\$115.59	\$91.85			
006428MIU		ESP XG-POS-150 (120 Volt, 15 Amp) Network PrintScan Connection (Seq. 2)	346.00	133.00	8.45	4.00	3.27	2.76	8.89	4.95	3.94			
PS-MWSS2		Network PrintScan Connection (Seq. 2)	300.00	125.00	6.06	3.75	3.05	2.80	8.48	4.66	3.70			
100478PNC		Cabinet Type F	350.00	125.00	6.06	3.75	3.05	2.80	8.48	4.66	3.70			
416545		Paper Feed Unit P93150	250.00	66.00	3.20	1.99	1.62	1.37	3.42	2.46	1.95			
416737		Caster Table Type M3	760.00	260.00	13.58	8.43	6.89	5.81	14.51	10.43	8.29			
417268		Paper Feed Unit P93220	270.00	103.00	5.00	3.10	2.53	2.14	5.34	3.84	3.05			
417270		Paper Feed LCIT P93230	1,564.47	472.00	22.89	14.21	11.62	9.80	24.46	17.58	13.97			
416548		LCIT RT3030 (1500 Sheets)	1,910.00	488.00	24.15	14.89	12.25	10.34	25.81	18.55	14.74			
416550		Internal SMT Tray SH-070	450.00	166.00	8.15	5.06	4.13	3.49	8.71	6.26	4.97			
416552		(repl w/ 417589) 1 Bin Tray BN3110 (125 Sheets)	580.00	188.00	5.72	3.55	2.90	2.45	6.12	4.39	3.49			
417585		1 Bin Tray BN3110	535.00	118.00	5.72	3.55	2.90	2.45	6.12	4.39	3.49			
416950		(repl w/ 417593) Internal Finisher-SR3180	960.59	376.00	18.33	11.36	9.30	7.85	19.59	14.08	11.19			
417593		Internal Finisher SR3180	899.00	385.00	18.87	11.59	9.47	7.99	19.95	14.34	11.39			
416543		(repl w/ 417589) Internal Finisher-SR3130 (500 Sheet)	1,580.00	348.00	16.88	10.47	8.56	7.22	18.04	12.96	10.30			
417599		Internal Finisher SR3130	1,455.00	348.00	16.88	10.47	8.56	7.22	18.04	12.96	10.30			
416615		Punch Unit PU3040 NA	983.00	282.00	12.71	7.89	6.45	5.44	13.59	9.76	7.75			
416939		Finisher SR3140 (1000 Sheet External)	1,930.00	650.00	33.47	20.77	18.98	14.32	35.76	25.70	20.42			
416540		Booklet Finisher SR3150 (1000 Sheet External)	4,040.00	1,134.00	55.00	34.13	27.91	23.54	58.78	42.23	33.56			
416609		Punch Unit PU3050 NA	880.00	217.00	10.52	6.59	5.34	4.50	11.25	8.08	6.42			
416551		(repl w/ 417587) Bridge Unit BU0070	220.00	72.00	3.49	2.17	1.77	1.49	3.73	2.68	2.13			
417587		Bridge Unit BU0070	205.00	72.00	3.49	2.17	1.77	1.49	3.73	2.68	2.13			
416970		Smart Operation Panel Type M3	360.00	208.00	10.09	6.26	5.12	4.32	10.78	7.75	6.15			

PrintScan Interface Options



MEMORANDUM

DATE: March 15, 2017
TO: Ed Silva, Village Manager
PROJECT: Renewing Copier Lease for all Copiers in VPB - Ricoh USA

Dear Mr. Silva,

This memo serves as a recommendation to renew the existing contract with Ricoh Corporation based on their service history, pricing and willingness to be able to utilize the contract that they have implemented with the University of South Florida ITN# 9-13-G.

I was able to contact (2) companies for comparison on pricing and services. Below are my findings:

Toshiba..... Lease per month \$ 1561.36 includes supplies (61,000 black/white per quarter @ .009968 and color 32,000 per quarter @ .075040). The Equipment model for comparison was 5560C. Contact person: Lauren Ruda. (786-554-1709).

Canon Solutions America, Inc..... Lease per month \$ 1512.13 (Black/white are billed monthly @ .0078 per copy and color is billed @ .065 per copy). The equipment model for comparison was Canon ImageRunner C5240 Advanced Color Series. Contact person: Larry King (305-231-1092).

The renewal will consist of (4) copiers into one 36 month lease to include an upgrade of the (4) copiers and with a savings of:

Old Lease Agreements: \$ 744.13
New Lease Agreement: \$ 684.36

Savings of \$ 59.77 per month with an annual savings of \$ 717.24.

If you have any questions or need further assistance, please do not hesitate to ask.

Sincerely yours,

Litsy C. Pittser
Procurement Specialist