

# CERTIFIED COPY OF ORDER

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STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 12th day of August 20 14

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the Purchasing Department to appropriate funds for scholarship receipt & class expenditure.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1118	37200	Purchasing	Seminars/Conference		445
1118	3885	Purchasing	Travel/Training Reimb.		445

Done this 12th day of August, 2014.

ATTEST:

*Wendy S. Noren*  
 Wendy S. Noren *mg*  
 Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
 Presiding Commissioner

*Absent*

Karen M. Miller  
 District I Commissioner

*Janet M. Thompson*  
 Janet M. Thompson  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI RECEIVED

7/15/14  
EFFECTIVE DATE

JUL 15 2014

FOR AUDITORS USE

### BOONE COUNTY AUDITOR

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	1	1	8	3	7	2	0	0	Purchasing	Seminars/Conferences		445
1	1	1	8		3	8	8	5	Purchasing	Travel/Training Reimb		445

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): To appropriate funds for scholarship receipt & class expenditure for Melinda Bobbitt's scholarship to attend Contracting With Federal Funds / Grants "Intermediate"

  
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- <sup>N/A</sup> A schedule of previously processed Budget Revisions/Amendments is attached.
- <sup>N/A</sup> A fund-solvency schedule is attached.
- Comments:

*agenda*

 Auditor's Office 

 PRESIDING COMMISSIONER       DISTRICT I COMMISSIONER       DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Year	<u>2014</u>	Estimated Revenue	
Dept.	<u>1118 PURCHASING</u>	Revisions	<u>660.00</u>
Acct.	<u>3885 TRAVEL/TRAINING EXPENSE REIMB</u>	Original + Revisions	<u>660.00</u>
Fund	<u>100 GENERAL FUND</u>	Revenues	<u>1,080.00</u>

Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>1,080.00</u>
Account Type	<u>R REVENUE</u>	Remaining Balance	<u>420.00-</u>
Normal Balance	<u>C CREDIT</u>		

Transaction Code	Effective Date	Description	Orig Document	Process Date	Amount
24	4/16/2014	TO APPROPRIATE FUNDS	2014	58	660.00-
30	5/28/2014	DEVELOPING RFPS IN PUBLIC SECT	2014	1709	635.00
30	5/28/2014	DEVELOPING RFPS IN PUBLIC SECT	2014	1709	445.00

Bottom

F2=Key Scr F3=Exit F6=Prd Breakdowns F7=Trans F8=View Doc F9=Budget

Year	<u>2014</u>	Original Appropriation	<u>1,699.00</u>
Dept.	<u>III8 PURCHASING</u>	Revisions	<u>660.00</u>
Acct.	<u>37200 SEMINARS/CONFEREN/MEETING</u>	Original + Revisions	<u>2,359.00</u>
Fund	<u>100 GENERAL FUND</u>	Expenditures	<u>3,200.00</u>
		Encumbrances	
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>3,200.00</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>841.00-</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>841.00-</u>

Transaction Code	Effective Date	Process Date	Amount
Code	Effective Description	Orig Document	Amount
45	7/03/2014 NIGP	2014 6	445.00

Bottom

F2=Key Scr F3=Exit F6=Prd Breakdowns F7=Trans F8=View Doc F9=Budget

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In the County Commission of said county, on the 12th day of August 20 14

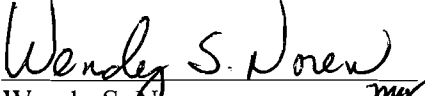
the following, among other proceedings, were had, viz:

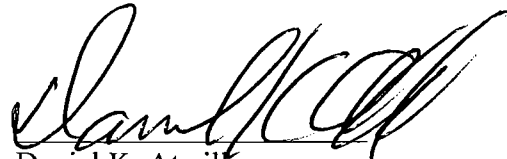
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C213093004 – Photocopier Maintenance with Ricoh USA, Inc. of Columbia, MO.

The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

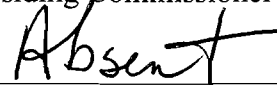
Done this 12th day of August, 2014.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner

  
 Absent

Karen M. Miller  
 District I Commissioner



Janet M. Thompson  
 District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: July 30, 2014  
RE: Cooperative Contract: C213093004 – Photocopier Maintenance

Purchasing requests permission to utilize the State of Missouri cooperative contract C213093004 with Ricoh USA, Inc. of Columbia, Missouri for copier maintenance on a Ricoh MP5001 copier, serial #C10043028 located in the Boone County Collector's office. Contract term is July 1, 2014 through December 31, 2014 with two additional one-year optional renewals.

Cost per copy is \$0.0044 per copy, billed quarterly in arrears. Invoices will be paid from department 1150 - Collector, account 60050 – Equipment Service Contract. \$650 is budgeted annually for maintenance.

cc: Contract File  
Pat Lensmeyer/Brian McCollum, Collector's office

**MAINTENANCE AGREEMENT FOR  
Photocopier Maintenance for the Boone County Collector**

**THIS AGREEMENT** dated the 12<sup>th</sup> day of August 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ricoh USA, Inc.** herein "Vendor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Maintenance Agreement for **Photocopier Maintenance for the Boone County Collector for a Ricoh MP5001 copier, serial # C10043028**, Boone County Terms and Conditions and Insurance Requirements, in compliance with all bid specifications and any addendum issued for the State of Missouri contract **C210038001**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, the Maintenance Agreement, Boone County Standard Terms and Conditions and the State of Missouri Contract C210038001 shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County, photocopier maintenance as identified and responded to in the Vendor's Bid Response. Supplies and service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Vendor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement for maintenance shall commence on **July 1, 2014 and extend through December 31, 2014** subject to the provisions for termination specified below. The maintenance outlined in this agreement may be renewed for **two additional one-year periods**. Maintenance pricing is firm through December 31, 2016.
4. **Maintenance** - Contractor shall provide all service and supplies (excluding paper and staples, but not limited to, toner, developer, rollers, drums) needed to maintain the equipment in good working condition. Service/maintenance cost is based on the "cost per copy" of **\$0.0044 per copy with no minimum, billed in arrears monthly or quarterly**. No purchase order shall be required or requested. Additional maintenance requirements are outlined within on the attached cooperative contract.
6. **Billing and Payment** - All billing shall be invoiced to the Boone County Collector and billings may only include the prices listed in the Vendor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual

390-2014

8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

9. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. County may terminate this agreement for convenience by providing the Contractor with 60 days written notice.
- d. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

RICOH USA, INC.

by *Scott Meyer*  
 title *Marketplace VP*  
 address *1401 FORUM BLVD-SUITE 202*  
*COLUMBIA, MD 21050*

BOONE COUNTY, MISSOURI

by: Boone County Commission  
*Daniel K. Atwill*  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

*J. Blaise*  
 County Counselor

ATTEST:

*Wendy S. Noren*  
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

*Jane E. Pitchford*  
 Signature *by cgy*

*7/31/14*  
 Date

Term and Supply 1150 / 60050  
*No Encumbrance Required*  
 Appropriation Account



## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

## LOW RISK COUNTY PROJECTS

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits or provide evidence of monopolistic state coverage. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). ~~and requiring~~ The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. ~~a thirty (30) day mandatory cancellation notice.~~ In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

**NOTIFICATION OF STATEWIDE CONTRACT**

July 8, 2013

**CONTRACT TITLE: COPIER-BASED MULTIFUNCTIONAL EQUIPMENT**

**CURRENT CONTRACT PERIOD: 07/1/10 – 06/30/14**

**BUYER INFORMATION:** PAUL LINHARDT  
573-751-4578 phone  
573-526-9818 fax  
[Paul.Linhardt@oa.mo.gov](mailto:Paul.Linhardt@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Total Renewal Options (Lease & Maintenance/Supplies only)	Potential Final Expiration
	07/01/10 – 06/30/13	3	06/30/16

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR THE MAINTENANCE OF DEVICES PURCHASED AND LEASED AND CONTINUING LEASE PAYMENTS BY ALL STATE AGENCIES THROUGH THIS CONTRACT.

Local Purchase Authority shall not be used to purchase supplies/services included in this contract unless specifically allowed by the contract terms.

*Instructions for use of the contract, specifications, requirements, and pricing are attached.*

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	Coop Procurement
C210038001	2303344000 K	<b>Order Address:</b> Ricoh USA, Inc. Attn: David Johnson 1401 Forum Blvd. Columbia, MO 65203  <b>Contact Person: David Johnson</b> Phone: (573) 356-5173 Fax: (573) 446-4777 Email: <a href="mailto:david.d.johnson@ricoh-usa.com">david.d.johnson@ricoh-usa.com</a> (Ricoh USA, Inc./A Division of Ricoh Corp.)	NO	NO

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
06/30/13-07/01/14	5/28/13	◆ Contract renewed for on-going maintenance and continuing lease payments only
07/01/10 – 06/30/13	03/28/13	◆ Updated Band 3 Copier Stand/Cabinet purchase price
07/01/10 – 06/30/13	02/08/13	◆ Corrected the lease price for the MP5002SP to reflect the inclusion of the items referenced in the previous revision.
07/01/10 – 06/30/13	12/20/12	◆ Ricoh MP6001SP has been replaced with the Ricoh MP6002SP ◆ Bundled the duplex document feeder, encryption units, and data overwrite security systems with the base machine to be aligned with Ricoh's bundled base equipment.
07/01/10 – 06/30/13	11/15/12	◆ Updated Equipment Maintenance Management Program information included in background
07/01/10 – 06/30/13	07/31/12	◆ DPMM buyer information updated
07/01/10 – 06/30/13	07/03/12	◆ DPMM buyer information updated
07/01/10 – 06/30/13	5/22/12	◆ DPMM buyer information revised
07/01/10 – 06/30/13	04/27/12	◆ Contractor name changed from IKON Office Solutions to Ricoh USA, Inc.
07/1/10 – 06/30/13	04/10/12	◆ Ricoh MP4001SP has been replaced with the Ricoh MP4002SP ◆ Ricoh MP5001SP has been replaced with the Ricoh MP5002SP
07/1/10 – 06/30/13	12/22/11	◆ Ricoh MP2851SP has been replaced with the Ricoh MP2852SP ◆ Ricoh MP3351SP has been replaced with the Ricoh MP3352SP
07/1/10 – 06/30/13	12/13/11	◆ Added Section 21 regarding the ordering of copiers to be connected to the state's network
07/1/10 – 06/30/13	08/03/11	◆ Authorized IKON to separately invoice state agency for the machine price and warranty price for Option B, Outright Purchase only
07/1/10 – 06/30/13	04/25/11	◆ Ricoh MP171SPF has been replaced with the Ricoh MP201SPF
07/1/10 – 06/30/13	08/17/10	◆ Contract Assigned to IKON Office Solutions
07/1/10 – 06/30/13	07/21/10	◆ Initial issuance of new statewide contract.

## GENERAL INFORMATION AND REQUIREMENTS

### 1. **BACKGROUND:**

This contract provides for the on-going maintenance and copier-based multifunctional devices outright purchased and for those acquired via three-year fair market value lease and for continuing lease payments. Copier-based multifunctional equipment placements acquired via lease will be renewed based upon the applicable term selected by the ordering agency. Upon expiration of the lease period, Ricoh USA, Inc. will remove the equipment at the agency's request. The agency will not be responsible for further lease payments should Ricoh USA, Inc. fail to remove the equipment by the specified removal period. No cancellation, termination or other such fees will be applied after the chosen lease period is exhausted. In the event the agency desires to continue with the lease beyond the commitment period, the agency will submit such request in writing to Ricoh USA, Inc..

The contract includes three (3) one-year renewals for accommodating ongoing 3-year fair market value lease placements and maintenance/supplies agreements through June 30, 2016.

This contract shall not supersede existing contracts for ongoing lease agreements. All copiers that are currently under a lease program shall continue to be covered by maintenance under existing contracts/agreements.

Contract C213007001-Equipment Maintenance Management Program with Specialty Underwriters is an alternative available to agencies for procuring maintenance for copiers. (Contract C213007001 allows an allotment for supplies and does not apply to leases). Please refer to the statewide notice (C213007001) for more information.

### 2. **SAM II ORDER INFORMATION:**

Agencies must process maintenance services order through the contract, but do not have to encumber the funds in advance. SAMII data information **must include the following:**

- A. PA (Contract) Number
- B. Vendor Number
- C. PA (Contract) Line Item Number
- D. Custom text including product description (brand, model, serial number, etc..) and all accessories purchased
- E. Quantity
- F. Unit Cost
- G. Responsible Person (Agency Contact) and Phone Number

### 3. **OWNED EQUIPMENT TRADE-IN REQUIREMENT:**

Ricoh USA, Inc. will allow the state agencies to trade-in existing owned copier equipment as part of a new copier-based multifunctional equipment purchase or lease agreement under the contract. The value for the trade-in will be negotiated by Ricoh USA, Inc. and the state agency at the time of the transaction and may not include any disposal or shipping fees.

### 4. **ORDER PLACEMENT AND ACCEPTANCE:**

Ricoh USA, Inc. will not substitute any item(s) that has (have) been awarded to Ricoh USA, Inc. without the prior written approval of the Division of Purchasing and Materials Management.

No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

Ricoh USA, Inc. will be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to Ricoh USA, Inc. for replacement.

All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of Ricoh USA, Inc. upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection or if equipment other than that covered by the contract has been delivered) may be rejected.

The State of Missouri reserves the right to return any such rejected shipment at Ricoh USA, Inc.'s expense for full credit or replacement and to specify a reasonable date by which replacements must be received. Ricoh USA, Inc. shall be responsible for all shipping costs involved in returning non-compliant or non-functional items to Ricoh USA, Inc. for credit or replacement.

The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at Ricoh USA, Inc.'s expense.

Ricoh USA, Inc. must supply the user documentation/operating manuals necessary to install, operate and maintain the products provided.

Ricoh USA, Inc. must provide all maintenance and support, including supplies, at no additional cost to the State of Missouri.

**5. MAINTENANCE:**

Statewide on-site maintenance/service support will be provided with an average response time of four (4) hours.

Service calls may be placed to central dispatch at (888) 456-6457, [www.myricoh.com](http://www.myricoh.com), or by contacting Dave Johnson via the contact information listed above.

Ricoh USA, Inc.' on-site maintenance shall include preventive maintenance calls and all remedial service calls required by the using agencies and found to be necessary by the service representative to maintain the equipment in optimum operating condition.

Each remedial service call shall include a complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and mechanical adjustments to accommodate for new parts or to compensate for wear.

On-site maintenance will include all labor, mileage, travel time, and all parts including rollers and drums necessary to maintain said equipment in optimum operating condition.

For situations which require an extended repair time (exceeding two (2) business days), Ricoh USA, Inc. shall provide a loaner of similar make and model at no additional cost for copiers within two (2) days of the determination of situation. Alternatively, the invoice for fair market-value leases or maintenance will be reduced one-thirtieth (1/30<sup>th</sup>) of the monthly base charge, based on the monthly copy allowance, for each day the copier is not fully operational and fully configured and there is no fully operational comparable loaner at the agency location.

Copy charges arising from either Ricoh USA, Inc.' service calls, or copies which are unusable due to poor copy quality will not be the responsibility of the state. Agencies are to give unusable copies to the service technician to be given copy credits.

An electronic service log shall be maintained by Ricoh USA, Inc. for each copier. Ricoh USA, Inc. shall initiate the service log by recording make, model and installation date. The service technician shall complete entries in the log each time service is requested, listing response time, cause of reasonable downtime, and time for repairs.



Should the cause of the service call be mutually agreed to be an operator error, misuse or abuse, downtime will not be a factor in determining unsatisfactory performance.

On-site maintenance will include all supplies (except paper and staples on units that include a stapler option).

**6. MAINTENANCE CANCELLATION:**

Maintenance and supply costs (except paper and staples) including overage are as listed in the attached pricing tables. Maintenance agreements may be cancelled with thirty (30) days written notice to Ricoh USA, Inc.. The agency shall send to Ricoh USA, Inc. a written notice of cancellation referencing the copier-based multifunctional equipment's model, serial number, location, and contract number.

**7. EQUIPMENT UPTIME:**

Ricoh USA, Inc. will maintain equipment purchased through this contract so as to provide for a minimum of 90% operational uptime on a monthly basis and an average of no more than seven (7) service calls per month. Copier-based multifunctional equipment downtime begins at the time a call for maintenance is placed to Ricoh USA, Inc. and ends when the key operator or designee is satisfied that the copier-based multifunctional equipment has been restored to full working order.

Operational Uptime will be computed as follows:

Actual number of state agency work days in a given month multiplied by nine (9) hours per day = Total # of Work Hours

Total # of Work Hours minus Copier-based multifunctional equipment Downtime = Copier-based multifunctional equipment Use Hours

Number of Copier-based multifunctional equipment Use Hours divided by the Total # of Work Hours x 100 = % Operational Uptime

**EXAMPLE:**

22 Days x 9 Hours/Day = 198 (Total # Work Hours)

198 - 9.9 (Copier-based multifunctional equipment Downtime) = 188.1 (Copier-based multifunctional equipment Use Hours)

188.1/198 x 100 = 95 % Operational Uptime

If copier-based multifunctional equipment purchased through this contract fails to meet the 90% uptime requirement for two (2) consecutive months, Ricoh USA, Inc. will be required to replace the copier-based multifunctional equipment with a copier-based multifunctional equipment of the same model with the same features and no more metered copies than the current copier-based multifunctional equipment.

The state will give written notification of all situations of nonperformance and shall require each situation to be rectified in no more than thirty (30) days. In the event the situation is not completely rectified in that time period, the state will reserve the right to cancel any agreements relating to that particular placement, whether for outright purchase or rental. After three such cancellations in a twelve (12) month period, the state will reserve the right to cancel the contract in its entirety.

In the event that a unit less than one year old requires ongoing and repetitive repairs over the course of three (3) consecutive months and the problems are not related to agency overuse or misuse, Ricoh USA, Inc. shall be required to either 1) credit the state agency(s) the full purchase price, 2) refund the purchase amount to the State of Missouri, or 3) replace the unit with a machine with less than or equal to the page count to the machine that was replaced and with equal to or better features and capabilities. The using agency shall have final approval of which of the above remedies are implemented. In order for the state agency's copier-based multifunction

equipment to be eligible for the above mentioned remedies the state agency's equipment must utilize Ricoh USA, Inc.' monthly maintenance program from the time the equipment was implemented.

**8. MONTHLY METER READING SUBMISSION:**

If utilizing the cost per copy maintenance agreement, the state agency must report the monthly meter readings to Ricoh USA, Inc.. Ricoh USA, Inc. will provide each agency with meter cards (or other mutually agreed to method) for each copier-based multifunctional equipment installed. Agencies must complete the cards and mail per instructions provided by Ricoh USA, Inc. or mutually agree to one of the below options:

An agency may submit copier-based multifunctional equipment meter readings to Ricoh via the Internet. To register for this service go to [www.myricoh.com](http://www.myricoh.com) and follow the simple set of instructions. Your RICOH service technician can supply the agency with the agency's registration number (it is his/her RICOH Technician number). After an agency has registered, the agency will be prompted every month by email to submit the meter read and a one touch URL to link to the site.

NOTE: Failure to send meter readings could result in your agency being invoiced at the maximum amount of copies for the respective volume group.

**9. TECHNICAL SUPPORT:**

Maintenance (e.g. upgrades/new releases) and technical support, including ongoing telephone support, problem determination, and resolution will be provided for all software.

Technical support will be provided Monday - Friday, 8-5 central time, excluding state holidays.

Electronic support will be provided twenty-four (24) hours per day, seven (7) days per week. Electronic support includes the ability to report problems to the vendor on-line, the ability to browse a database containing problems and technical questions, and the ability to order fixes electronically.

On-site software support will be provided.

**10. TRAINING:**

Additional training sessions will be provided to the state agency at no additional charge if the copier-based multifunction equipment has multiple users.

**11. SUPPLIES:**

To order supplies call (888) 456-6457, [www.myricoh.com](http://www.myricoh.com), or contact Dave Johnson via the contact information listed above. Supplies are shipped within forty-eight (48) hours of receiving a request from the state agency.

All supplies provided shall produce acceptable quality copies within the recommended machine setting of the copier-based multifunctional equipment manufacturer.

Supplies may be a brand other than the equipment; however Ricoh USA, Inc. will be responsible for the performance and compatibility of those supplies.

Ricoh USA, Inc. will monitor usage so as to anticipate the need for supplies and deliver supplies without requiring the state agency to notify Ricoh USA, Inc. that supplies are needed.

12. **INVOICES:**

Payment for all equipment, supplies, and/or services required herein shall be made in arrears only.

The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted shall reference the purchase order number and shall be itemized in accordance with items listed on the purchase order.

All invoices shall bear the official contract number assigned by the Division of Purchasing and Materials Management, and reference the model number, serial number, copy usage, unit and extended price, and agency name and location.

Ricoh USA, Inc. will provide one master statewide account number with unique agency- or University of Missouri System- specific identifiers.

All invoices for equipment, supplies, and/or services purchased by the State of Missouri will be subject to late payment charges as provided in Section 34.055 RSMo.

There shall be no more than one billing per calendar month for maintenance and bills for more or less than thirty days shall have the monthly copy allowance prorated. Invoices shall only charge for any given calendar day one time. Ricoh USA, Inc. may use longer billing cycles, such as sixty (60) or ninety (90) days, but the monthly copy allowance and actual usage shall be prorated accordingly.

Ricoh USA, Inc. may invoice for the maximum amount of copies for the respective volume range if a state agency fails to follow the method as instructed. However, excess charges shall be credited when meter readings are received.

13. **TITLE REQUIREMENTS:**

Title to any leased equipment required by the contract shall be held by and vested in Ricoh USA, Inc.. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the leased equipment including, but not limited to, equipment, wires, software, technical literature, etc. It shall be Ricoh USA, Inc.' sole responsibility to obtain insurance coverage for such loss in an amount that Ricoh USA, Inc. deems appropriate.

14. **INFORMATION TO INCLUDE ON PURCHASE ORDER:**

The following information needs to be included on purchase orders submitted for maintenance so Ricoh USA, Inc. can bill and collect meter readings correctly.

State of MO Contract number

Copier make

Copier model

Ricoh Equipment ID Number or the Manufacturer Ser No

Time Period the PO covers (July 1, 2010 thru June 30, 2011....as an example)

Monthly payment and monthly copy allowance

Bill to Address

Ship to address.....Copier address location, i.e., Dept and/or Div, Street Address, Room No., City, State, Zip

Key Operator name for meter readings

Key Operator fax number

Key Operator phone number

**15. CONTRACT AWARDS FOR FAIR MARKET VALUE LEASE AND OUTRIGHT PURCHASE:**

Awards have been made for each of the following categories:

<b><u>BAND:</u></b>	<b><u>SPEED</u></b>	<b><u>BRAND/MODEL</u></b>
1	17	Ricoh MP201SPF – maintenance and lease payments only, no new acquisitions Ricoh MP171SPF – maintenance and lease payments only, no new acquisitions
2	28	Ricoh MP2852SP – maintenance and lease payments only, no new acquisitions Ricoh MP2851SP- maintenance and lease payments only, no new acquisitions
3	33	Ricoh MP3352SP – maintenance and lease payments only, no new acquisitions Ricoh MP3351SP – maintenance and lease payments only, no new acquisitions
4	40	Ricoh MP4002SP – maintenance and lease payments only, no new acquisitions Ricoh MP4001SP– maintenance and lease payments only, no new acquisitions
5	50	Ricoh MP5002SP – maintenance and lease payments only, no new acquisitions Ricoh MP5001SP– maintenance and lease payments only, no new acquisitions
6	60	Ricoh MP6002SP – maintenance and lease payments only, no new acquisitions Ricoh MP6001SP– maintenance and lease payments only, no new acquisitions

**20. MAINTENANCE/SUPPLIES PRICING OPTIONS:**

There are two different options for maintenance and supplies (except paper and staples): 1) itemized usage-based monthly payments and 2) all-inclusive unlimited maintenance/supplies for a 36-month period.

- a. Option A, Itemized Monthly Maintenance/Supplies: Under Option A, Ricoh USA, Inc.' maintenance/supplies pricing are itemized separately from the acquisition pricing (i.e. outright purchase and fair market value lease) of the equipment and must be stated as monthly pricing that shall be paid in arrears. This option is intended to accommodate those state agencies wishing to evenly distribute their copier maintenance/supplies expense over time.
- b. Option B, All-Inclusive Maintenance/Supplies Pricing: Under Option B, Ricoh USA, Inc.' outright purchase and fair market value lease pricing for equipment must include all maintenance/supplies costs for 36-months. This option is intended to accommodate those state agencies wishing to eliminate recurring maintenance/supplies payments.

**21. ORDERING COPIERS TO BE CONNECTED TO THE STATE'S NETWORK:**

Consolidated state agencies must coordinate with Jill Drennen with OA/ITSD before purchasing a copier that will be connected to the state's network for printing and/or scanning functionality. All copiers on contract include the ability to print and scan, so it is at the state agency must determine whether they intent to utilize these functions before ordering the copier and coordinate with Ms. Drennen accordingly. Jill can be reached at (573) 751-5125 or [jill.drennen@oa.mo.gov](mailto:jill.drennen@oa.mo.gov).

# MAINTENANCE PRICING FOR PURCHASED MACHINES

		All Pricing Below Must Be Firm, Fixed for the Duration of the Initial Contract Period					
		Bands					
Category	Sub-categories	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6
<b>General - The offeror must indicate the make, model number, and rated copies per minute for each copier they propose.</b>	Monthly Copies	2,500	7,500	15,000	25,000	35,000	50,000
	Rated Copies per Minute	17	28	33	40	50	60
	Make	Ricoh	Ricoh	Ricoh	Ricoh	Ricoh	Ricoh
	Model #	MP201SPF	MP2852SP	MP3352SP	MP4002SP	MP5002SP	MP6002SP
<b>CPC Maintenance (No Minimum)<sup>1</sup></b>	Maintenance (CPC) - \$/copy	0.0047	0.0044	0.0044	0.0044	0.0044	0.0029
<b>Maintenance (Multiple Copy Allowance Levels)<sup>1</sup></b>	Minimum Allowance Low (copies/month)	1,000	5,000	10,000	20,000	25,000	40,000
	Minimum Allowance Middle (copies/month)	2,500	7,500	15,000	30,000	35,000	50,000
	Minimum Allowance High (copies/month)	5,000	10,000	20,000	40,000	45,000	60,000
	Minimum Allowance Low CPC -\$/copy including overages	0.0045	0.0038	0.0031	0.0024	0.0024	0.0015
	Minimum Allowance Middle CPC -\$/copy including overages	0.0018	0.0026	0.0021	0.0016	0.0017	0.0012
	Minimum Allowance High CPC -\$/copy including overages	0.0009	0.0019	0.0015	0.0012	0.0013	0.001

**Note: 1 - Includes all parts and supplies, except paper and staple**

**Note: 2 - If a committed volume band for maintenance is selected, other than the CPC Usage Only option, no meter readings will be needed and no overage will be billed. Ricoh will just bill the flat base rate**

# MAINTENANCE PRICING FOR LEASED MACHINES

		All Pricing Below Must Be Firm, Fixed for the Duration of the Initial Contract Period					
		Bands					
Category	Sub-categories	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6
<b>General - The offeror must indicate the make, model number, and rated copies per minute for each copier they propose.</b>	Monthly Copies	2,500	7,500	15,000	25,000	35,000	50,000
	Minimum Copies per Minute	15	20	30	40	50	60
	Make	Ricoh	Ricoh	Ricoh	Ricoh	Ricoh	Ricoh
	Model #	MP201SPF	MP2852SP	MP3352SP	MP4002SP	MP5002SP	MP6002SP
<b>CPC Maintenance (No Minimum)<sup>1</sup></b>	Maintenance (CPC) - \$/copy	0.0047	0.0044	0.0044	0.0044	0.0044	0.0029
<b>Maintenance (Multiple Copy Allowance Levels)<sup>1</sup></b>	Minimum Allowance Low (copies/month)	1,000	5,000	10,000	20,000	25,000	40,000
	Minimum Allowance Middle (copies/month)	2,500	7,500	15,000	30,000	35,000	50,000
	Minimum Allowance High (copies/month)	5,000	10,000	20,000	40,000	45,000	60,000
	Minimum Allowance Low CPC -\$/copy including overages	0.0045	0.0038	0.0031	0.0024	0.0024	0.0015
	Minimum Allowance Middle CPC -\$/copy including overages	0.0018	0.0026	0.0021	0.0016	0.0017	0.0012
	Minimum Allowance High CPC -\$/copy including overages	0.0009	0.0019	0.0015	0.0012	0.0013	0.001

**Note: 1 - Includes all parts and supplies, except paper and staple**

**Note: 2 - If a committed volume band for maintenance is selected, other than the CPC Usage Only option, no meter readings will be needed and no overage will be billed. Ricoh will just bill the flat base rate**

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### Entity Dashboard

RICOH USA, INC.  
 DUNS: 043964519 CAGE Code: 31310  
 Status: Active

70 VALLEY STREAM PKWY  
 MALVERN, PA, 19355-1407 ,  
 UNITED STATES

[Entity Overview](#)

### Entity Overview

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#### Entity Information

**Name:** RICOH USA, INC.  
**Business Type:** Business or Organization  
**POC Name:** Dal Booth  
**Registration Status:** Active  
**Activation Date:** 05/19/2014  
**Expiration Date:** 05/19/2015

#### Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.1792.20140531-1220

WWW2

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