

| COPIERS FOR JEFFERSON COUNTY SHERIFFS OFFICE | | CDS OFFICE TECHNOLOGIES INC | DA-COM CORPORATION | DOCUMENT & NETWORK TECHNOLOGIES INC | GFI DIGITAL | | OFFICE SOURCE | PROGRESSIVE BUSINESS EQUIPMENT | RICOH USA INC | | SUMMER GROUP INC DBA COPYING CONCEPTS | |
|--|--|---|--|---|--|---------------------------------|-------------------------------|---|--|--|---|--|
| BID OPENING DATE 5-6-14 | | 1625 LAKEFRONT DR EARTH CITY MO 63045 | 5917 KNIGHTS OF COLUMBUS DR ST LOUIS MO 63119 | 2375 CASSIUS'S COURT SUITE 112 FENTON MO 63026 | 12161 PRICHARD FARM RD ST LOUIS MO 63043 | | 719 RUDNER RD FENTON MO 63026 | 11466 SCHENK DR MARYLAND HEIGHTS MO 63113 | 16335 SWINOLEY RIDGE RD CHESTERFIELD MO 63117 | | 691 MANCHESTER AVE ST LOUIS MO 63139 | |
| Cost of Toner for this Model | | | | | | | | | | | | |
| S | \$89.49 | \$124.00 | \$9.00 | \$99.90 | \$114.24 | \$10.00 | | | | | \$154.00 | |
| Yield | 83,000 | 73,900 | 739,000 | 43,000 | \$3,000 | 48,000 | | | | | 70,000 | |
| Order # | MEX753NT | T8560 | T8560 | 841332 | ARG21NTA | GPR24 | | | | | IT02LFOUSO | |
| Comments: | | | Included in maintenance agreement | | | @ 6% coverage | | | No need. Included in maintenance contract. | No need. Included in maintenance contract. | | |
| Cost of Staples for this Model | | | | | | | | | | | | |
| S | \$36.47 | \$55.00 | \$75.00 | \$79.82 | \$61.68 | \$45.00 | | | | | \$72.00 | |
| Yield | 15,000 | 5,000 | 15,000 | 3 x 5000 | 3 X 5000 | 15,000 | | | | | 5,000 | |
| Order # | SFSC11 | Staple 700 | STAPLE100 | 410802 | SF-SC11 | 6707A001AA | | | | | 1903NBGUNO | |
| Comments: | | | Box includes 3 cartridges of 1,000 staples. 15,000 total staples include in box. | | | 3-5,000 staple cartridges | | | ** | ** | | |
| Cost of Drum for this Model | | | | | | | | | | | | |
| S | \$118.85 | \$460.00 | \$8.00 | \$340.72 | \$118.90 | \$1,400.00 | | | | | | |
| Yield | 300,000 | 450,000 | \$15,000 | 1.2 million | 300,000 | 3,000,000 | | | | | | |
| Comments: | | AR620DR | Included in maintenance agreement | | | | | | ** | ** | See Below | |
| Cost of Developer Unit for this Model | | | | | | | | | | | | |
| S | \$58.49 | \$459.48 | \$0.00 | \$132.44 | \$14.36 | N/A | | | | | | |
| Yield | 300,000 | \$15,000 | \$13,000 | 359,000 | 300,000 | | | | | | | |
| Comments: | | MEX753NV | Included in maintenance agreement | #B0649645 | Requires Two Each For Replacement | | | | ** | ** | See Below | |
| Cost of Photo Conductor Unit for this Model | | | | | | | | | | | | |
| S | | N/A | \$0.00 | | | N/A | | | | | | |
| Yield | | N/A | \$15,000 | | | | | | | | | |
| Comments: | | N/A | This is part of the Drum in this model | Included in maintenance agreement | NA, not intended to be replaced | NA, not intended to be replaced | Same As Drum | | ** | ** | See Below | |
| Cost of Maintenance Kit for this Model | | | | | | | | | | | | |
| S | \$99.50-Kit #1, \$121.69-Kit #2 | \$1,901.94 | 0.005 | \$114.38 | \$169.28 | N/A | | | | | | |
| Yield | | Below | | 300K | 100,000 | | | | | | | |
| Specify what is included in Maintenance Kit | MEX753KA-X1FH1-Cleaning Blade, (4) Separation Pad, Grid Screen, Toner Receptor Bush, Charging Plate, Paper Dust Removal Unit, Doctor Cover Unit, Front DV Side Seal, Rear DV Side Seal, Rear DV Side Seal, Toner Filter, Front Side Seal, Rear Side Seal, & MC Cleaner Unit. MEX753K3-K1FH2-Transfer Belt, Transfer Roller, Transfer Clear, & Transfer Cleaning Roller | MO-JG1-8550, MA-Kit 8550, FA-Kit 6000, DF-Kit 8550 Rel Kit #1set, Yield varies on component | Maintenance agreement includes labor, labor, parts and service. The cost per copy of \$0.0005 is locked in for the first (3) years. After year 3, the maintenance cost would not exceed a 6% annual increase. Staples and paper are not included in the maintenance agreement. | Charge wire, grid, cleaner, cleaning blade, cleaning brush, filters | Drum seals P + R, MC Cleaning Unit, Cleaner blade, sep pads, grid, toner seals, charge plate, paper dust removal unit, DV seals, F + R, Filter | N/A | | | | | 600,000 maintenance kit = \$400 includes drum, envelope, transfer unit, 300,000 maintenance kit = \$520 includes fuser unit | |
| Duty Cycle for this Model | | | | | | | | | | | | |
| Comments: | 300,000 monthly | 460,000 | \$15,000 copies/prints per month. | Max Duty Cycle 300,000 per month | Max Duty Cycle 300,000 per month | 250,000 Monthly | | | 300K/MO | 300K/MO | 100,000 per month | |
| AFFIDAVIT COMPLETED | YES | YES | YES | YES | YES | YES | YES | NO | YES | YES | | |
| COPY OF INSURANCE PROVIDED | NO | YES | YES | YES | YES | YES | YES | NO | NO | NO | YES | |
| COMMENTS: | See additional price sheet | See additional price sheet | See attached product and pricing information | | | | | | Page 15 not signed and information is missing. Also pg. 14 of 15 states: All listed on this page included in service agreement. See attached info. | Pg. 9 of 15 pending notary. | See Attached Maintenance Agreement | Page 15 not signed and information is missing. |



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Invitation for Bid: COPIERS FOR JEFFERSON COUNTY SHERIFFS OFFICE **Date Issued: 4-8-14**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 6, 2014, AT 2:00 P.M. LOCAL TIME.

Specification Contact:
DON ALLEN
Department of the Sheriff
636-797-5585
dallen@jeffcomo.org

Contract Contact:
VICKIE PRATT
Department of Administrative Services
636-797-5382

Mail (3) Three Complete Copies With Vendor And Bid Information As Shown In Sample:

| | |
|-------------------------------|---------------------------------------|
| <i>VENDOR NAME</i> | DEPARTMENT OF THE COUNTY CLERK |
| <i>VENDOR ADDRESS</i> | JEFFERSON COUNTY MISSOURI |
| <i>CONTACT NUMBER</i> | 729 MAPLE ST / PO BOX 100 |
| | HILLSBORO MO 63050-0100 |
| SEALED BID: (BID NAME) | |

Contract Term:
UPON APPROVAL OF THE COUNTY COUNCIL AND COUNTY EXECUTIVE

Vendor Information:

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County ,Missouri ,upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

| | | |
|---|---------------------------------|-------------------|
| <u>CDS Office Technologies, Inc.</u> | <u>Joseph O'Cain</u> | |
| <u>Company Name</u> | <u>Authorized Agent (Print)</u> | |
| <u>13625 Lakefront Drive</u> | <u>Signature</u> | |
| <u>Address</u> | | |
| <u>Earth City, MO 63045</u> | <u>Sales Manager</u> | |
| <u>City/State/Zip Code</u> | <u>Title</u> | |
| <u>314.739.4093 x 1331</u> | <u>05.01.2014</u> | <u>37-1052665</u> |
| <u>Telephone #</u> | <u>Date</u> | <u>Tax ID #</u> |
| <u>jocoin@cdsot.com</u> | <u>314.739.0040</u> | |
| <u>E-mail</u> | | <u>Fax #</u> |



Service Agreement:

This agreement covers all parts, labor, and supplies except paper and staples.

| Machine | Monthly Cost | Included Monochrome | Monochrome Overage |
|----------------|--------------|---------------------|--------------------|
| Sharp MX-M623N | \$40.00 | 10,000 | \$.004 |

| Machine | Annual Cost | Included Monochrome | Monochrome Overage |
|----------------|-------------|---------------------|--------------------|
| Sharp MX-M623N | \$360.00 | 90,000 | \$.004 |

| Machine | Monthly Cost | Included Monochrome | Monochrome Cost Per Copy |
|----------------|--------------|---------------------|--------------------------|
| Sharp MX-M623N | Actual Usage | Actual Usage | \$.004 |

SHARP



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636-797-5382

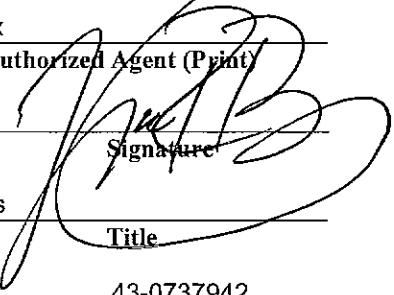
Mail (3) Three Complete Copies With Vendor And Bid Information As Shown In Sample:

| | |
|----------------------------------|---------------------------------------|
| VENDOR NAME | |
| VENDOR ADDRESS | |
| CONTACT NUMBER | DEPARTMENT OF THE COUNTY CLERK |
| JEFFERSON COUNTY MISSOURI | |
| 729 MAPLE ST / PO BOX 100 | |
| HILLSBORO MO 63050-0100 | |
| SEALED BID: (BID NAME) | |

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| | |
|------------------------------|---|
| Da-Com Corporation | Joe R. Boix |
| Company Name | Authorized Agent (Print) |
| 5317 Knights of Columbus Dr. |  |
| Address | Signature |
| St. Louis, MO 63119 | VP of Sales |
| City/State/Zip Code | Title |
| 314-442-2800 | 5/5/2014 |
| Telephone # | Date |
| mboyle@da-com.com | 43-0737942 |
| E-mail | Tax ID # |
| | 314-442-2879 |
| | Fax # |

Da-Com Corporation

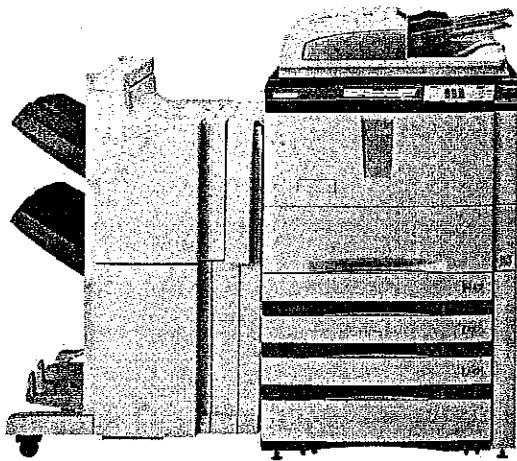
May 6, 2014

Proposed Product Specifications for: *Jefferson County Sheriff's Department* Option # 1

Toshiba e-Studio 556 Digital Copy / Print / Scan/Fax

Base System Features:

- 55 pages per minute – Black & White
- 80 images per minute Black & White scanning
- 77 images per minute **COLOR** scanning
- 1GB RAM Memory / 60GB Hard Drive
- Duplex
- 2 x 500 sheet paper trays
- 1 x 2,500 Tandem Tray
- 100 sheet By-pass tray
- **Fax Module**
- **Print / Scan Enabler**
 - Scan to USB
 - Print to USB
- **Data-Overwrite Enabler**
- Accepts paper size: 5.5" x 8.5" to 11" x 17"
- User friendly LCD interface touch control panel
- **Multi- Tray Finisher w/ 50 sheet stapling**
- **Twain Compatible**



Purchase Price: **\$ 6,104.85**

Service:

- Monthly B/W base of 12,500 images billed at .005 and overages billed at .005.
- Service includes all parts, labor, toner and maintenance kits.

Additional Services Provided:

- Machine to be delivered and installed at no charge.
- Connection to *Jefferson County Sheriff's Department* Network Server at no charge.
- Ongoing training for all *Jefferson County Sheriff's Department* employees at no charge.
- Da-Com's "Why buy from Da-Com" Guarantee.
- Free consultation (*Docutivity Study*) for work flow productivity and cost evaluation for future equipment productivity.

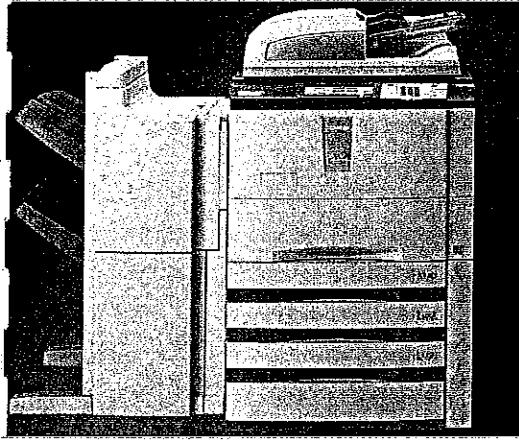
Da-Com Corporation

May 6, 2014

Proposed Product Specifications for: *Jefferson County Sheriff's Department* Option # 2

Toshiba e-Studio 656 Digital Copy / Print / Scan/Fax

Base System Features:



- 65 pages per minute – Black & White
- 77 images per minute *COLOR* scanning
- 80 images per minute Black & White scanning
- 1GB RAM Memory / 60GB Hard Drive
- 100 sheet Reverse Automatic Document Feeder
- Duplex
- 2 x 500 sheet paper trays
- 1 x 2,500 Tandem Tray
- 100 sheet By-pass tray
- **Fax Module**
- Print / Scan Enabler
 - Scan to USB
 - Print to USB
- **Data-Overwrite Enabler**
- Accepts paper size: 5.5" x 8.5" to 11" x 17"
- User friendly LCD interface touch control panel
- **Multi- Tray Finisher w/ 50 sheet stapling**
- **Twain Compatible**

Purchase Price: \$ 6,728.05

Service:

- Monthly B/W base of 12,500 images billed at .005 and overages billed at .005.
- Service includes all parts, labor, toner and maintenance kits.

Additional Services Provided:

- Machine to be delivered and installed at no charge.
- Connection to *Jefferson County Sheriff's Department* Network Server at no charge.
- Ongoing training for all *Jefferson County Sheriff's Department* employees at no charge.
- Da-Com's "Why buy from Da-Com" Guarantee.
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dallen@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
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VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

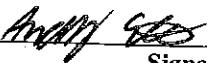
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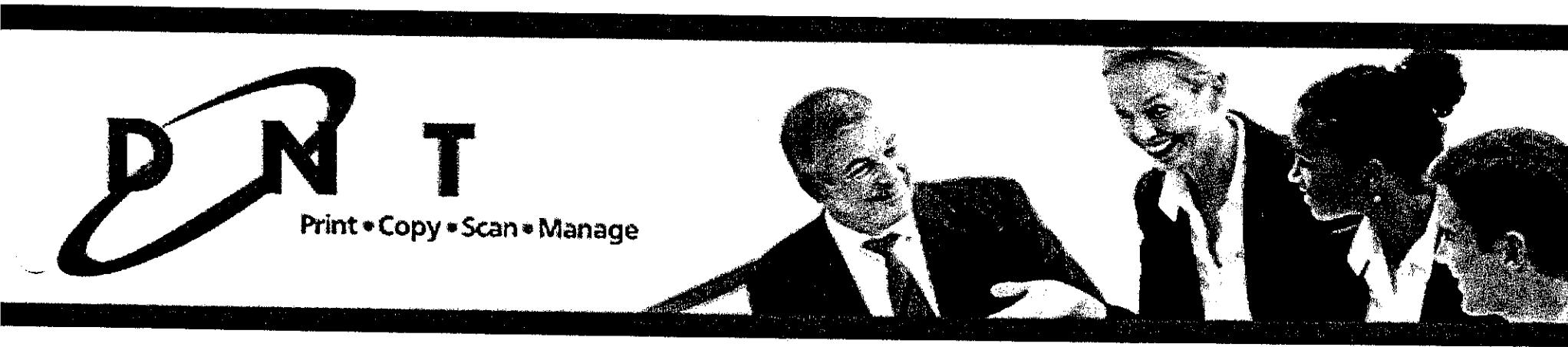
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**Vendor
Information:**

| | |
|--|--|
| <u>Document & Network Technologies, Inc.</u> | <u>Andy Ebert</u> |
| <u>Company Name</u> | <u>Authorized Agent (Print)</u> |
| <u>2275 Cassens Court, Suite 112</u> | <u></u> |
| <u>Address</u> | <u>Signature</u> |
| <u>Fenton, MO 63026</u> | <u>Government/Major Accounts Representative</u> |
| <u>City/State/Zip Code</u> | <u>Title</u> |
| <u>(314) 773-6000</u> | <u>4/30/14</u> |
| <u>Telephone #</u> | <u>43-1886460</u> |
| <u>aebert@dntstl.com</u> | <u>Date</u> |
| <u>E-mail</u> | <u>Tax ID #</u> |
| | <u>(314) 771-6344</u> |
| | <u>Fax #</u> |

Proposal Prepared For

Jefferson County Sheriff's Office

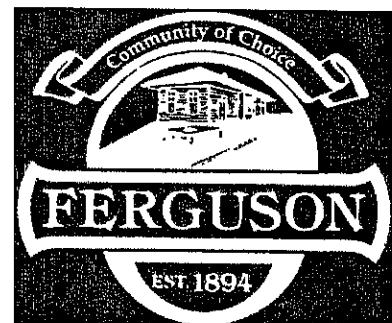
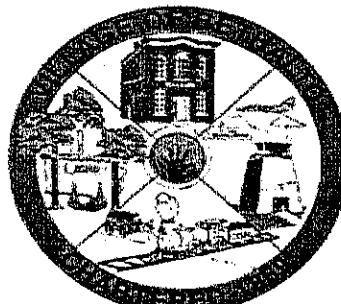
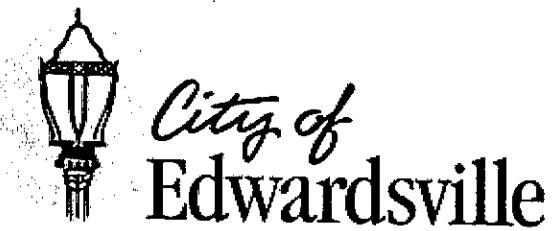


Prepared by:
Andy Ebert
May 6, 2014



Satisfied Government Customers

By utilizing our products and services, our customers have achieved their goals of lowering their overall document costs, increased their effectiveness toward their own clients, and helped strengthen employee and customer satisfaction. A handful of those customers are represented below. We would love to add your name to this list!



Recommended DNT Solutions

PROPOSED SOLUTIONS

The following equipment is being proposed as part of our overall recommendation:

Option A: (2) Toshiba e-Studio 656- New (B&W)

PROPOSED SERVICES

The following support is included in our recommendations:

- Maintenance and support on all copier-based MFP equipment.
- Professional services and network connectivity for all units w/ Print/Scan capability.

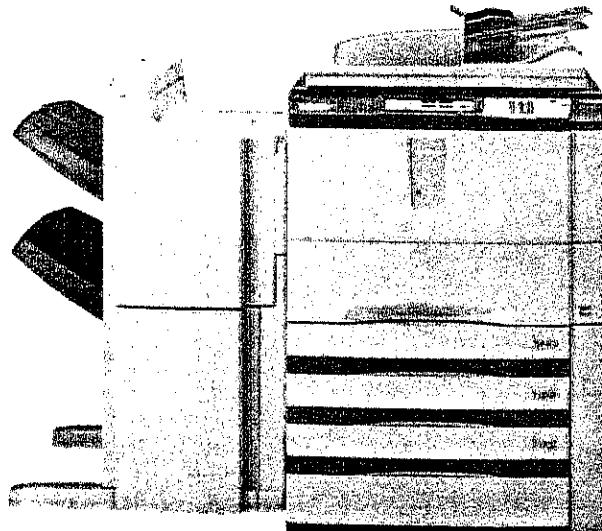
BENEFITS

The following is a brief overview of some of the key components of our proposal as they will enhance the document workflow and structure at the Jefferson County Sheriff's Office:

- Ability to Manage Documents Electronically
- Ability to Remotely Monitor Devices and Toner Levels when Networked
- Ability to Scan Documents in Color
- Increased Efficiencies and Reliability
- Reduced Overall Costs
- Our services won't stop with this contract (i.e. Printer Care can be investigated for potential savings)

Recommended DNT Solution

Equipment Proposal for the Jefferson County Sheriff's Office
(2) Toshiba e-Studio 656



| COPY | PRINT | SCAN | FAX | COLOR |
|------|-------|------|----------|-------|
| YES | YES | YES | OPTIONAL | NO |

Proposed configuration may be different than that shown in the image above.

Technology that's a perfect fit.

Toshiba's e-STUDIO 656

The Toshiba e-STUDIO 656 multifunction device is an ideal solution for any busy office environment. With a 65 page-per-minute copy speed plus network printing, scanning capabilities, and faxing, this device offers a small footprint and impressive capabilities and comes with e-BRIDGE technology built into the core hardware, in addition to a USB-type key.

Equipment Configuration: Toshiba e-STUDIO 656 Digital MFP Copier

- Reversing Automatic Document Feeder
- Complete Network Printing and Scanning
- Complete Print From and Scan to USB Capabilities
- Color Scanning
- 2 x 500 Sheet Cassettes
- 1 x 2,500 Sheet Tandem Drawer
- 50-Sheet Multi-Position Staple Finisher
- Security Encryption and Hard Drive Overwrite Standard
- Professional Services
- Free Delivery, Installation, Training

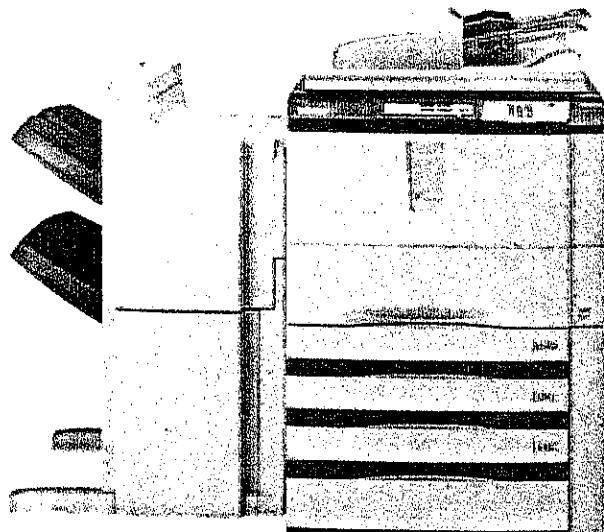
Features At A Glance

| |
|--|
| Copy/Print Speed: 65 PPM (B&W) |
| Scan Speed: 80 SPM (B&W), 77 SPM (Color) |
| Copy/Print Resolution: 2400 x 600 dpi |
| Standard Paper Supply: 2 x 500 Sheet Trays, 1 x 2,500 Sheet Tandem Drawer & 1 x 100 Sheet Bypass |
| Paper Sizes: Up to 11" x 17" (Ledger) |
| Able to Print Envelopes from the By-Pass Tray |
| Able to Add Paper on the Fly |
| Able to Add Toner on the Fly |
| Complete Network Printing and Scanning |
| Standard Memory: 1 GB RAM, 60 GB HDD |

Recommended DNT Solution

Equipment Proposal for the Jefferson County Sheriff's Office

(2) Toshiba e-Studio 656



Investment Analysis...Option A

Base price of the copiers including staple finisher, delivery and install

Purchase Price: \$12,964.00

Service & Supplies

*Includes all parts, labor, drums, and all toner.
B&W copy's/prints billed @ \$.005 per month*

Average Monthly Volume → 25,000 = \$125.00 per month*

**Estimated monthly maintenance payment based on information in bid
that each runs 150,000 copies annually*

| COPY | PRINT | SCAN | FAX | COLOR |
|------|-------|------|----------|-------|
| YES | YES | YES | OPTIONAL | NO |

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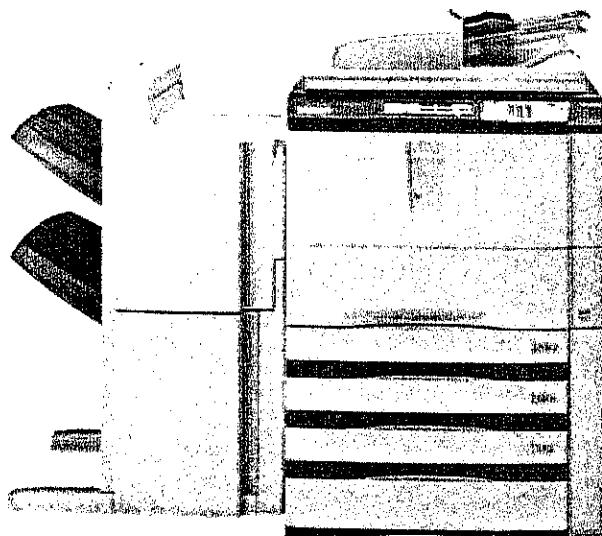
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Recommended DNT Solution

Equipment Proposal for the Jefferson County Sheriff's Office

(2) Toshiba e-Studio 656



Investment Analysis...Option B

Price of copiers with faxing, delivery, install and network printing setup.

Purchase Price (including fax and network printing capabilities): **\$13,214.00**

Service & Supplies

*Includes all parts, labor, drums, and all toner.
B&W copy's/prints billed @ \$.005 per month*

Average Monthly Volume → 25,000 = **\$125.00 per month***

**Estimated monthly maintenance payment based on information in bid
that each runs 150,000 copies annually*

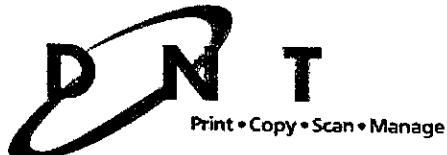
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Multifunctional Copiers

Production Printers

Color

Professional Services

Document Workflow Software

Scanning

Electronic Document Management

Outsourcing

Supplies

Total Quality Service

Printer Care

“DNT’s document management solution saved our district nearly \$2,000,000.”

*-- Dan O'Donnell, Superintendent
Francis Howell School District*

What will you do with the time and money you will save with DNT’s Document Management Solutions?

Call today for a free consultation.

Andy Ebert
Government/Major Accounts Representative
Document & Network Technologies Inc.

2275 Cassens Ct.

Suite 112

Fenton, MO 63026

Office: (314) 773-6000

Fax: (314) 771-6344

Email: AEbert@DNTSTL.COM

Web: <http://www.dntstl.com>

DNT Imaging - St. Louis
10 South Broadway, Suite 325
St. Louis, MO 63102
(314) 446-0901



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11466 Schenk Drive
Address

Pamela F. Clark
Signature

Maryland Heights, MO 63043
City/State/Zip Code

President
Title

314-298-2887 May 1, 2014 43-1559423
Telephone # Date Tax ID

pclark@progressivebusinessequipment.com 314-298-9070
E-mail Fax #

GUARANTEED MAINTENANCE AGREEMENT

Dates of Contract: Beginning _____ 20 _____ Through _____ 20 _____

Meter Contact Name: _____ Email Address: _____

| Make | Model | ID# | Serial | B/W | Color | Description | | | |
|--|----------|------------|----------|--------------|----------|--|----------|------------|----------|
| Ricoh | MPC6501 | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | Minimum Annual/Monthly Base Charge \$0 | | | |
| <i>MONTHLY</i> | | | | | | | | | |
| # Color Counts included in Annual Charge 0 | | | | | | Cost per .04 | | | |
| # B/W Counts included in Annual Charge 0 | | | | | | Cost per .005 | | | |
| Overage to be billed: <i>Monthly</i> QTR Yearly | | | | | | | | | |
| Color Overage rate per .04 B/W Overage rate per .005 | | | | | | | | | |
| THIS AGREEMENT DOES NOT INCLUDE FIERY. | | | | | | | | | |
| Drum Coverage? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Include Supplies? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Manufactures suggested yields apply | | | | | | | | | |
| Supply Quantities Included are | | | | | | | | | |
| Blk Qty. | included | Color Qty. | included | Staples Qty. | included | Developer Qty. | included | MnKit Qty. | included |
| Software/hardware service calls on non-contract equipment are not included and maybe subject to additional charges. | | | | | | | | | |
| Additional Charges and/or Limitations: | | | | | | | | | |
| Jefferson County Sheriff's Office | | | | | | | | | |

1. The term of this agreement is for a minimum of one year from date specified (or from expiration of warranty) and from year to year thereafter. This agreement will automatically renew upon its anniversary date unless terminated by either party, by written notice to the other, at least thirty (30) days prior to the end of the term. Prices are subject to annual review and increase within multi-year contract periods. Prices are subject to all applicable taxes. Contract payments are due in advance of service. Customer may be withheld of service if accounts owed are delinquent.
2. Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, if available, will be charged at overtime rates. If equipment is moved to a new zone, Progressive Business Equipment, Inc. (hereafter Progressive) shall have the option to charge, and the customer agrees to pay, the difference in maintenance charges between the current zone and the new zone. Transfer of covered equipment to locations outside of Progressive's normal service area will exclude the equipment from this agreement.
3. Service provided is based on the specific performance standard needs of individual products as determined by Progressive. These needs include preventative and remedial maintenance including adjustments, lubrication, parts, replacement and labor. Progressive agrees to install, on current equipment, replacement parts made necessary by normal wear and tear. Parts for discontinued equipment will be provided as available. Parts made unserviceable due to negligence, misuse, external forces, power fluctuation or improper maintenance are not covered. Circuit boards are specifically excluded from this agreement.
4. If, in the opinion of Progressive, at the end of the first year or thereafter, individual items can no longer be properly or economically maintained to Progressive's standards of performance on site, Progressive will provide the Customer with an estimate of reconditioning charges for such equipment. Should the Customer decline to pay for reconditioning charges, Progressive shall not be responsible for equipment failure directly attributable to the need for reconditioning.
5. Progressive strives to furnish the best quality service including copy papers, toners, masters and other items which offer the best value to the customer. Customers who use other than Progressive supply items, and if such supply items are, in Progressive's technician's opinion, defective or not acceptable for use on the equipment covered under this maintenance agreement, and cause unnecessary service calls or service problems, will be charged for the service call. It is not a condition of this agreement, however, that the customer use only Progressive authorized supplies.
6. Progressive strives to furnish the best quality service including copy papers, toners, masters and other items which offer the best value to the customer. Customers who use other than Progressive supply items, and if such supply items are, in Progressive's technician's opinion, defective or not acceptable for use on the equipment covered under this maintenance agreement, and cause unnecessary service calls or service problems, will be charged for the service call. It is not a condition of this agreement, however, that the customer use only Progressive authorized supplies.
7. PROGRESSIVE DISCLAIMS ALL WARRANTIES (other than the obligation set forth herein) EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. PROGRESSIVE WILL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.



**JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG**

Invitation for Bid: COPIERS FOR JEFFERSON COUNTY SHERIFF'S OFFICE Date Issued: 4-8-14

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 6, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

DON ALLEN
Department of the Sheriff
636-797-5585
dallen@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:**

SAMPLE ENVELOPE

| | |
|-----------------------|---------------------------------------|
| VENDOR NAME | |
| VENDOR ADDRESS | |
| CONTACT NUMBER | DEPARTMENT OF THE COUNTY CLERK |
| | JEFFERSON COUNTY MISSOURI |
| | 729 MAPLE ST / PO BOX 100 |
| | HILLSBORO MO 63050-0100 |

SEALED BID: (BID NAME)

**Contract Term:
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

| | | |
|----------------------------------|--------------------------|---------------------------------|
| <u>RICOH USA INC</u> | <u>Jeff AL</u> | <u>Authorized Agent (Print)</u> |
| <u>110253 SWINLEY RIDGE RD</u> | | |
| <u>Address</u> | | <u>Signature</u> |
| <u>CHESTERFIELD / MO / 63017</u> | <u>DIRECTOR OF SALES</u> | |
| <u>City/State/Zip Code</u> | | <u>Title</u> |
| <u>636-736-1000</u> | <u>5/6/14</u> | <u>23-0334400</u> |
| <u>Telephone #</u> | <u>Date</u> | <u>Tax ID #</u> |
| | <u>636-736-1020</u> | |
| <u>E-mail</u> | | <u>Fax #</u> |



U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES WITH NO ON-SITE LABOR)

| CUSTOMER INFORMATION | | | |
|-----------------------------|--|-------|----------|
| Legal Name | | | |
| Bill To Address | | | |
| City | | State | Zip Code |

This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("Ricoh"). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) ("Normal Business Hours"), as follows (collectively, the "Maintenance Services"):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless



otherwise agreed, consumable supplies such as toner, developer, paper, staples or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) 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 Maintenance Agreement, 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.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. 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 or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services 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 the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.

- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. 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 equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____