

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, Interim City Clerk
Date: December 11, 2012
Subject: Maintenance Agreement for Ricoh Copier MPC 6000

REQUEST:

City Council authorization is requested for the City of Gautier to accept the maintenance agreement between the City of Gautier and RJ Young Company for the maintenance and supplies of the Ricoh MPC 6000 in the amount of one thousand one hundred seventy eight dollars and forty cents (\$1,178.40).

BACKGROUND:

The cost of the agreement is set per 5,000 copies made in black and white and also 5,000 copies made in color.

The maintenance agreement covers the following:

Master Unit
Color Supplies
Drum/Photo Conductor
Imaging Units
Parts/Labor
Toner/Dispersant
Developer

This copier will be replaced with a new copier in the City Clerk's Department. It will be utilized within the City of Gautier.

RECOMMENDATION:

Based on the attached information from R.J.Young, City staff recommends that City Council authorize purchase of the Maintenance Plan Agreement for the Ricoh MPC 6000 in the amount of one thousand one hundred seventy eight dollars and forty cents (\$1,178.40).

FINANCIAL:

The cost of the maintenance agreement is funded with the savings in the budgeted Ricoh MP C6501 copier.

ATTACHMENTS(S):

RJ Young Maintenance Plan Agreement

2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
11. Customer agrees to make available a Key Operator for training purposes in the use of the equipment and agrees to notify RJY of any change in the Key Operator assignment.
12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
17. Sales or use tax shall be added where applicable.