FACILITIES MANAGEMENT SERVICES

QUALITY COPYING INC, hereinafter referred to as QCI, shall provide the following Facilities Management Cost-Per-Copy system to provide self-serve coin-operated photocopiers and printers to be located at PALO VERDE COLLEGE, One College Dr. Blyth CA 92225 , hereinafter referred to as Palo Verde

EQUIPMENT

QCI will install, operate, maintain and service the following equipment and supplies at NO COST to PALO VERDE COLLEGE, as more fully set forth below:

Item	Description	Location
1	Mita 4050 mfc B\W copier with SEM 9500 coin and bill controller	LIBRARY
2	Mita 4050 mfc B\W copier with SEM 9500 coin and bill controller	LEARNING RESOURCE (MALL)
3	MITA 4050 mfc B\W copier with SEM 9500 coin and bill controller	NEEDLES
4	Print queue station with B\W and color printer with SEM 9500 coin and bill controller	LIBRARY
5	Print queue station with B\W and color printer with SEM 9500 coin and bill controller	LEARNING RESOURCE (MALL)
6	Print queue station with B\W and color printer with SEM 9500 Coin and bill controller	NEEDLES
7	Windows 2008 server with OCS print software installed	IT

SUPPLIES FOR QCI-SUPPLIED EQUIPMENT

QCI provides 20 lb., long grain bond paper, no less than 89 bright and toner. It is recognized that in an emergency the Library may supply an inferior grade of paper without causing this contract to be breached.

VEND PRICES

QCI offers the following vend prices:

Photocopies	8-1/2” x 11” and 8-1/2” x 14”	10¢ Coin or Bill
Print Queue prints (B&W) 8.5"x11"		10¢ Coin or Bill
Print Queue prints (COLOR 8.5"x11"		35¢ Coin or Bill

ALL PRICES INCLUDE APPLICABLE SALES TAX COMPUTED TO THE NEAREST MIL.

TRAINING

QCI will provide all necessary Key Operator training for your PALO VERDE staffs so that they will be able too effectively operate all equipment provided

SERVICE

QCI provides scheduled maintenance and emergency service Mondays through Fridays from 8:00 a.m. to 5:00 p.m.. Service calls are accepted seven days a week, 24 hours a day through one of several 800 service numbers. The lines are staffed Monday through Friday from 8:00 a.m. through 5:00 p.m. and through our voice mail/answering system during after-hours, holidays and weekends. Your service requests will be handled by our skilled factory trained technicians. Our technicians operated from our fleet of electronic-dispatched fully stocked service vehicles that carry parts, supplies and paper necessary to operate and maintain your Facilities Management Cost-per-Copy System.

Maintenance and service scheduling will be according to the factory recommendations for preventative maintenance and “emergency service” will be on an “*as-needed*” basis. Our response time for hardware and copiers is eight contiguous working hours. Our service technicians or account representatives will collect the machines on a routine basis.

KEY OPERATOR RESPONSIBILITIES

PALO VERDE will provide Key Operators and MIS Staff to operate the OCS Print Queue System and hardware installed by QCI. The Key operators will do the following:

1. Load Paper
2. Clear Paper Jams
3. Replace Toner Cartridges when they run out of toner.
4. Reset the Print Queue Workstation if the station is not recognizing the print jobs.
5. Call for service when needed

PRINT QUEUE PROBLEMS ARE QCI RESPONSIBILITY

a. Printer does not deliver a "Test Page" when a manual test is started
b. Debit Card unit is jammed (if installed)
c. Debit Card unit displays a "*error code*"(if installed)
d. Hardware errors, FAT errors, GPF etc.

PALO VERDE agrees to provide online access to QCI for the purpose of making software upgrades, installations, modifications, and maintenance.

Key Operators or MIS Staff will immediately notify QCI of any problem requiring technical assistance that is beyond Key Operator or MIS Staff responsibilities identified above by calling our toll-free number, (800) 479-2313.

CHANGE FUND

PALO VERDE will be issued a change fund in the amount of $30.00 and a receipt system. PALO VERDE will be responsible for the care and safekeeping of the change fund.

INSURANCE

QCI will provide a Certificate of Insurance to PALO VERDE COLLEGE. The amount of insurance will be $1,000,000.00. Failure to maintain insurance is a breach of this agreement.

TERM OF AGREEMENT

PALO VERDE COLLEGE grants QCI the exclusive right to provide the equipment specified above for a period ending SIXTY (60) months after installation, after which it may be extended for additional 12-month periods with the approval of both parties.

COMMISSION

QCI agrees to pay to PALO VERDE COLLEGE a monthly commission of 10% on all vended copies and prints. Checks for monthly commissions are due 10 days from the end of each month. A report of volume and staff copy activity will accompany any commissions paid.

CANCELLATION

PALO VERDE COLLEGE may cancel this agreement for cause if the vendor, QCI, defaults or violates the terms of this agreement, unless it is out of the vendor's control, by giving the vendor a written 30 day notice of intent to cancel for cause.

Items that are considered "Cause" include: failure to replace any piece of equipment that has more than five (5) failures for the same problem in any 30 day period, failure to respond to a service request within eight working hours, failure to deliver paper, toner and other supplies within eight working hours or cancellation of our liability insurance.

QCI must be given 15 days from the date of the cancellation stated in the letter to correct any stated "Cause" default.

Exceptions to "Cause" are elements that are out of the control of QCI or act of God. Such elements could include: traffic or weather conditions or natural disasters that cause delays in travel or transportation, earthquakes, strike by suppliers, out of stock conditions of suppliers or product unavailability from suppliers.

This agreement may be canceled with 30 day written notice mutually agreed upon by PALO VERDE COLLEGE and QCI.

RE-OPENERS/ANNUAL REVIEW

This “Agreement” provides for an annual review of the copier vending operation provided to the PALO VERDE by QCI. Items to come under review shall include, but not be limited to, performance of service responsiveness, evaluation of the equipment as it pertains to meeting the needs of the CUSTOMER and suggestions that may improve the overall operation of this enterprise.

This “Agreement” may also be “re-opened” for modification(s) during the “annual review” and at other times as may be necessary. Any details contained within the “Agreement” are subject to modification at the annual review meeting and shall become binding upon the written agreement of both parties. The scope of such items could include, but are not limited to, changing the vend prices, term of agreement, changing or upgrading of equipment, adding equipment, changing the commission plan, bypass copies, charges for bypass copies and so forth as long as it can be cost-justified.

This Agreement may only be modified by written amendment signed by QCI and the authorized representative of PALO VERDE

CONTRACT

QCI will enter an agreement with PALO VERDE COLLEGE upon the acceptance of this Agreement.

Accepted for PALO VERDE COLLEGE by:	**Accepted for QCI by:**
_____	_____
SIGNED NAME *DATE*	*SIGNED NAME* *DATE*
_____	_____
PRINTED NAME *TITLE*	*PRINTED NAME* *TITLE*
TELEPHONE:_____	*TELEPHONE*:_____