

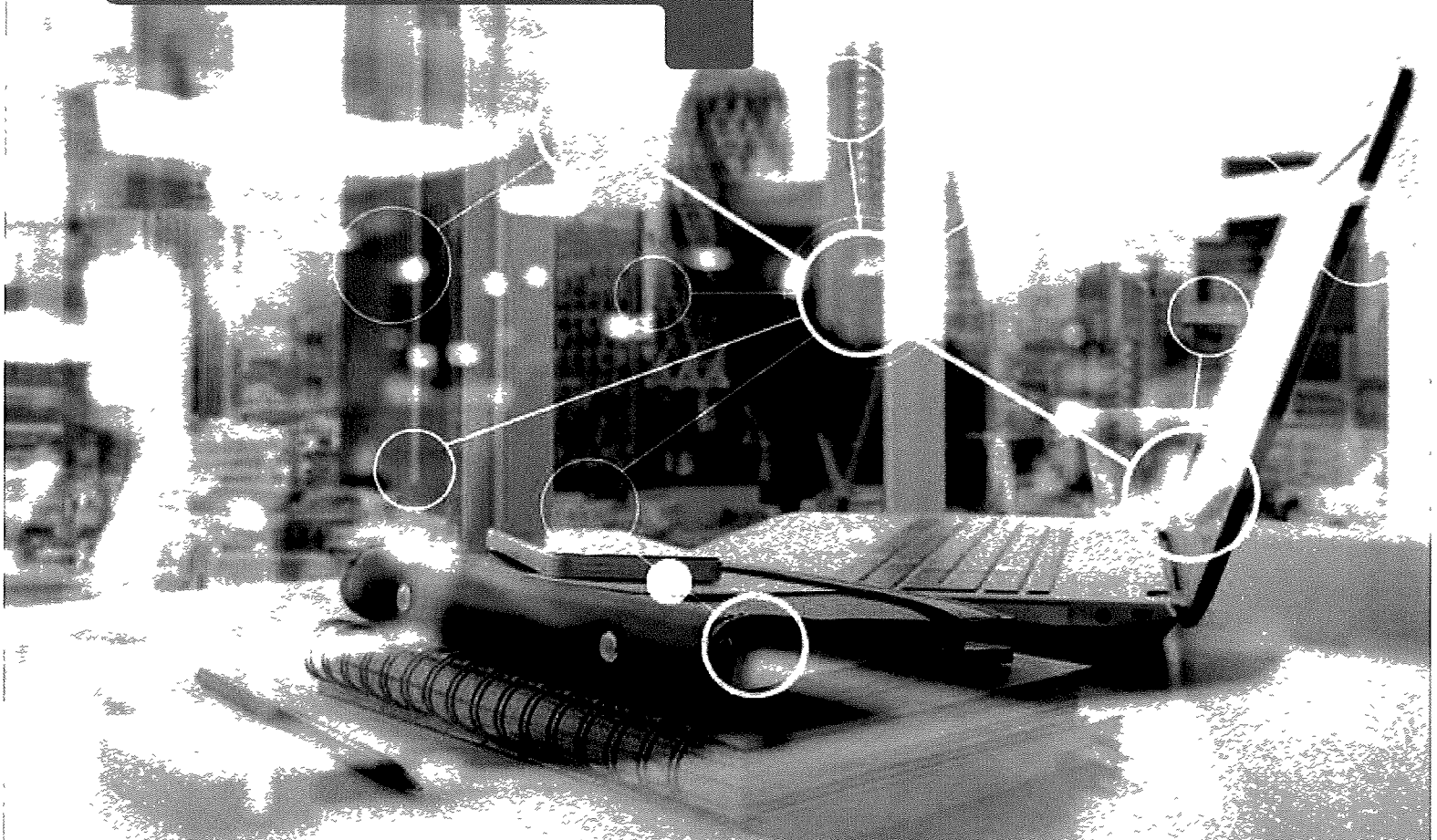
Response to  
**City of Garden Grove**

Replace 27 Multi-Function  
Digital Copiers and  
Maintenance

RFP #S-1207

February 22<sup>nd</sup>, 2017

**RICOH**  
imagine. change.



**PREPARED BY:**  
*Victoria Yesenofski*  
Major Account Executive  
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[victoria.yesenofski@ricoh-usa.com](mailto:victoria.yesenofski@ricoh-usa.com)

**Proposal Submitted: February 22<sup>nd</sup>, 2017**

Response to  
**City of Garden Grove**

Replace 27 Multi-  
Function Digital Copiers  
and Maintenance

**RFP #S-1207**

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**Victoria Yesenofski**  
Major Account Executive  
**Ricoh USA, Inc.**  
16969 Von Karman Avenue  
Irvine, CA 92606  
Phone 949-973-4270  
[victoria.yesenofski@ricoh-usa.com](mailto:victoria.yesenofski@ricoh-usa.com)

**Web Links to additional Ricoh Information:**

[Ricoh USA, Inc. Website](#)

[Ricoh Company Ltd, Website](#)

[Ricoh's Environmental Portal](#)

[Ricoh Managed Document Services](#)

[Ricoh Professional Services](#)

[Ricoh IT Services](#)

[Ricoh Production Print](#)

**Proprietary and Confidential Statement**—The enclosed materials are proprietary to Ricoh, and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of Ricoh as a potential business partner. These materials do not represent an offer or a binding agreement.

February 2017

## Reservations of Rights

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In response to your request, we have reviewed and are responding to the terms and conditions in your RFP or invitation. Based on our review of the information provided by you, we are confident that contracts acceptable to us may be reached promptly following any award. Specifically, we recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. In an effort to expedite the finalization of our agreements, we have noted the following topics for our discussion, which are either not addressed in your request or for which we request further clarification:

- To the extent that you lease any equipment, customary terms and conditions related to equipment financing, subject to customary non-appropriation rights;
- Mutually acceptable terms related to the measurement and calculation of service levels, including customary terms related to reporting requirements and remedies;
- Standard industry service termination and default, rights and remedies, including reasonable written notice requirements and cure periods;
- Risk of loss and insurance requirements during possession of provided equipment;
- Assignment rights subject to prior credit approval;
- Standard industry warranties for service and support and the transfer of applicable manufacturer product warranties, as well as customary limitations of implied warranties;
- Mutual indemnification for third party claims arising from acts of misconduct in connection with the performance of services; and
- Mutual liability protections for consequential and similar damages;

As is customary for transactions of this type, any acknowledgements made by each of us are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose. \*

February 22<sup>nd</sup>, 2017

**City of Garden Grove**  
**ATTN: Sandra Segawa**  
Purchasing Agent  
11222 Acacia Parkway, Room 220  
Garden Grove, CA 92840

***Subject: Request for Proposal ("RFP") 27 Multi-Function Copiers and Maintenance***

Dear Ms.Segawa:

Ricoh USA, Inc. (Ricoh) is pleased to submit the enclosed response for 27 Multi-Function Copiers and Maintenance Proposal to the City of Garden Grove.

In the following sections of this document, you will find our recommendation.

At Ricoh, we are very proud of our reputation for excellent customer service and support, as well as our industry-leading systems that are helping clients achieve new levels of productivity in the workplace. I believe we have demonstrated that in our current relationship with the City.

Because a digital imaging system represents a significant investment, it is important to know that you are making the right choice of both equipment and service. We are proud to offer systems and solutions from RICOH USA, INC., one of the most respected names in document technology. I believe the RICOH equipment and service has been well received for the past ten years at the City of Garden Grove. We are encouraged that we have brought forth very competitive pricing for the City of Garden Grove to continue our relationship. As the direct manufacture we have assisted many corporations, State and Local Government and K-12 entities in the Orange County area and around the world with their document management needs. We have our West Coast Headquarter located in Tustin, CA which houses our free trade center, allowing product and parts to enter directly into our warehouse for immediate access to inventory.

Once again thank you for the opportunity to present this proposal to you. I look forward to addressing your questions and continuing our business relationship between the City of Garden Grove and RICOH.

If you have any questions or require additional information, please do not hesitate to contact us. We look forward to hearing from you

Sincerely,

**Victoria Yesenofski**  
Major Account Executive  
**Ricoh USA, Inc.**  
16969 Von Karman Avenue  
Irvine, CA 92606  
Phone: 949-973-4270  
[victoria.yesenofski@ricoh-usa.com](mailto:victoria.yesenofski@ricoh-usa.com)

**David Denny**  
Major Account Manager  
**Ricoh USA, Inc.**  
16969 Von Karman Avenue  
Irvine, CA 92606  
Phone: 714-599-2272  
[David.Denny@ricoh-usa.com](mailto:David.Denny@ricoh-usa.com)

**CITY OF GARDEN GROVE**

**REQUEST FOR PROPOSAL**

**RFP No. S-1207**

**Provide Twenty-Seven (27) New and Unused Multi-Function Digital Copiers and Related Supplies, Maintenance and Support Services for Various Departments for the City of Garden Grove**



**CITY OF GARDEN GROVE**

**INSTRUCTION TO PROPOSERS**

1.0 **EXAMINATION OF RFP DOCUMENTS**

Proposer shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the Services in the event Proposer is selected. No relief for error or omission will be given.

2.0 **INTERPRETATION OF RFP DOCUMENTS**

Proposer may request of the CITY in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents. Where such interpretation or clarification requires a change in the RFP Documents, the CITY will issue an Addendum. Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. The CITY shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

3.0 **PREPARATION OF PROPOSAL**

The proposal shall be formatted in accordance with the requirements specified herein. The proposal shall include copies of the Proposal Letter/Certificate of Acceptance provided with the RFP Documents. Proposal Letter/Certificate of Acceptance and forms shall be executed by an authorized signatory as described in 5.0 of this section, the instructions entitled "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All proposals shall be prepared by and at the expense of the Proposer.

Proposers should not assume that their past and/or current experience with the CITY demonstrates knowledge of the CITY's current needs or that the Source Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.

4.0 **MODIFICATIONS AND ALTERNATIVE PROPOSALS**

Proposer shall submit its proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted within a sealed enclosure in accordance **section 7.0 below "SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE" instruction herein.**

Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined significant enough to cause its rejection. The proposal should conform to the requirements contained herein.

Oral, telegraphic or telephonic proposals or modifications will not be considered.

5.0 SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE

Each proposal submitted by Proposer shall be executed by Proposer or by its authorized officer. In addition, Proposer must identify those persons authorized to negotiate on its behalf with the CITY in connection with this RFP.

6.0 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by the Proposer prior to the date and time for submittal of proposals by means of a written request signed by the Proposer or its properly authorized officer. Such written request must be delivered to the place stipulated in the Letter of Invitation for receipt of proposals,

7.0 SUBMISSION OF PROPOSAL PERIOD OF ACCEPTANCE

Each proposal submitted by Proposer shall be delivered to the CITY at the address shown on the Letter of Invitation up to the date and time shown therein. It is the Proposer's sole responsibility to assure that its proposal is received as stipulated. In compliance with this RFP, the Proposer agrees to provide the services at the costs stipulated therein if its proposal is accepted within 120 days from the date specified in the Letter of Invitation.

8.0 EVALUATION OF PROPOSALS

**Price**

**40%**

- Has the proposer provided complete pricing that addresses all requirements of the Scope of Work including hardware, supplies and annual service/maintenance?
- Has the proposer provided a fair market trade-in value for the existing copiers? (See Appendix A)
- Has the proposer submitted a complete pricing (EXHIBIT "B") for both Option A and Option B?



**Project Plan**

**30%**

- Does the proposer provide an overall description of the chronology of the installation of equipment, outlining the plans for accomplishing the required work, including a timeline with deadlines for all tasks from delivery and installation and training of the end-users?
- Does the proposal specify all electrical requirements, including the necessity for special electrical receptacles, dedicated lines, etc.?
- Has the proposer submitted a detailed maintenance, service and support plan?
- Did the proposer provide the best plan and equipment for the City's needs?
- Do the proposed devices integrate with the City's computer network?
- Is the proposed equipment user-friendly and easy to operate and manage?
- Has the proposer demonstrated their experience in this industry?

**Qualifications of Proposer**

**30%**

- Does the proposing company have a demonstrated experience in this industry?
- Does the proposing company have a demonstrated record of providing successful solutions for similar projects in terms of size, scope, and time frame?
- Has the proposer provided all required information for references? Were the references verifiable, current, positive and professional references?
- Was the proposer responsive to all questions and communication during the RFP evaluation process?
- Has the proposer taken any exceptions to the RFP requirements? Is the proposer agreeable to all the documents and terms and conditions contained in this Request for Proposal?
- Proposer's performance in interview. *Interviews will be conducted at the discretion of the City.*

## **PROPOSAL REQUIREMENTS**

### **CONTENTS OF PROPOSAL**

#### **1.1 GENERAL FORMAT OF PROPOSAL**

The proposal shall constitute the Proposer's plan for completing the Scope of Work. Accordingly the Proposer should present the technical approach demonstrating a well-structured, reasonable Work plan. Proposers should refine and/or expand the Scope of Work in the RFP to reflect the particular plan they would use to perform the Work Proposers shall address any problems that they envision to be associated with the Work citing specific suggestions for avoiding these problems.

Proposals shall be prepared on bound 8-1/2" x 11" paper, with all text clear of binding.

#### **1.2 PROPOSAL CONTENT**

**Please use dividers to section off the different areas of the proposal so the information is easy to locate.** The Proposal shall have the following components:

**Proposal Letter/Certificate of Acceptance (Pages 12-1.3)**

completed and executed by an authorized representative of the Proposer.

**B. Bidder/Contractor Statement (Page 14)**

this must be submitted with your proposal for your proposal to be considered complete

**C. Proposal Form (Pages 15-19) EXHIBIT "B"**

The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda. The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Work. ***All lines of the Proposal Form must be complete or your proposal may be deemed as non-responsive.***

## A. Proposal Letter/Certificate of Acceptance

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**RFP No. S-1207**

**CITY OF GARDEN GROVE**

**PROPOSAL REQUIREMENTS**

**PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE**

COMPANY NAME: **Ricoh USA, Inc.**

---

SANDRA SEGAWA, PURCHASING AGENT  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide Twenty-Seven (27) New and Unused Multi-Function Digital Copiers and Related Supplies, Maintenance and Support Services for Various Departments for the City of Garden Grove, per the Scope of Work which is attached as Attachment "A". We the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Work at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY'S contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution, within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

The undersigned will also deliver to the CITY prior to the commencement of Scope of Work the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No's. 1, 2, 3,4,5, 6,7,8,9,10, 11 and 12

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

VAN REAL MARKETPLACE VICE President of Sales  
(Name) (Title) (Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

BY: [Signature]  
(Signature)

(714) 929-9679  
(Phone Number)

Van REAL  
(Type or Print Name)

MARKETPLACE V. P. of Sales  
(Title)

Van.Real@ricoh-usa.com  
(Email Address)

## B. Bidder/Contractor Statement

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**BIDDER/CONTRACTOR STATEMENT  
REGARDING INSURANCE COVERAGE  
(Submit with IFB/RFP Package)**

This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Ricoh U.S.A., Inc.

Please Print (Person, Firm, or Corporation)

Wade J

Signature of Authorized Representative

Van Real MARKERPLACE Vice President of Sales

Please Print (Name & Title of Authorized Representative)

2/21/2017

Date

(714) 929-9679

Phone Number

Van.Real@ricoh-usa.com

Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: [sandrasftgarden-grove.org](mailto:sandrasftgarden-grove.org). This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove  
Attention: Sandra Segawa:  
Purchasing Division  
11222 Acacia Parkway  
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

**PROPOSAL PRICING  
RFP NO. S-1207  
MULTI-FUNCTION COPIERS  
"EXHIBIT B"**

THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL: The undersigned having carefully examined the Plans and Specifications to: Provide Twenty-Seven (27) New and Unused Multi-Function Digital Copiers and Related Supplies, Maintenance and Support Services for Various Departments for the City of Garden Grove. HEREBY PROPOSE to furnish all labor, materials and transportation, and do all the work required to complete work in accordance with the Scope of Work.

**DO NOT make any changes to this form or leave any lines blank. Incomplete Proposal Pricing forms will not be considered and may be deemed as non-responsive.**

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations.

**The City reserves the right to add and delete services related to this RFP at its discretion.**

BY:   
(Signature)

(714) 929-9679  
(Phone Number)

Van REAL  
(Type or Print Name)

MARKETplace Vice President  
(Title)

Van.REAL@ricoh-usa.com  
(Email Address)



## C. Proposal Form (Pages 15-19) EXHIBIT "B"

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**Price**

**40%**

- Has the proposer provided complete pricing that addresses all requirements of the Scope of Work including hardware, supplies and annual service/maintenance?
- Has the proposer provided a fair market trade-in value for the existing copiers? (See Appendix A) \*\*\* **Third party Vendor Associate will provide rebate and haul away.**
- Has the proposer submitted a complete pricing (EXHIBIT "B") for both Option A and Option B?

**Response:**

\*\*\*We have contacted a Third party provider to provide you with a \$6,000 rebate for all equipment owned by the city. That is to assume that the install is to take place after 5/21/17, the lease end of the dollar out and the City of Garden Grove has purchased each piece of equipment for \$1. The City now owns said equipment. A document will be provided to reflect this and the equipment will be taken off property and will become the property of said Third party.

**EXHIBIT "B" (RFP S-1207)  
Proposed Equipment and Pricing Options**

Location	Current Equipment	Proposer's Recommended Equipment			Monthly Base Lease Payment 60 month lease (Option A)	Monthly Base Lease Payment 60 month lease (Option B)	Fair Market Trade In Value
	Model Name and Number	Model Name and Number	PP M	Monthly Volume Rating			
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Ricoh MP 1357EX	Ricoh 8220S	136	1,000,000	\$ 597.75 B/W CPC = .005	\$ 597.75 B/W CPC = .005	\$ *** See Proposal Form "C"
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Ricoh MP C651	Ricoh C5200	65	300,000	\$ 890.70 B/W CPC = .005 Color CPC = .036	\$ 890.70 B/W CPC = .005 Color CPC = .036	\$ *** See Proposal Form "C"
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Ricoh MP 1107EX	Ricoh 8210S	111	1,000,000	\$ 537.15 B/W CPC = .005	\$ 537.15 B/W CPC = .005	\$ *** See Proposal Form "C"
City Hall-Personnel 2nd Floor 11222 Acacia Parkway	Ricoh MP C5502A	Ricoh MPC6004	60	200,000	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
City Hall-City Clerk 2nd Floor 11222 Acacia Parkway	Ricoh MP 6001SP	Ricoh MP 6054 / MPC6004	60	200,000	\$ 117.10 B/W CPC = .0049	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
City Hall-Econ Dev 3rd Floor 11222 Acacia Parkway	Ricoh MP C5502A	Ricoh MPC6004	60	200,000	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
City Hall-City Manager 3rd Floor 11222 Acacia Parkway	Ricoh MP 6001SP	Ricoh MP 6054 / MPC6004	60	200,000	\$ 117.10 B/W CPC = .0049	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"

All CPC Rates are based on a usage only (zero base commitment) basis and are billed in arrears on a quarterly basis per the conditions of the RFP

**EXHIBIT "B" (RFP S-1207)**  
**Proposed Equipment and Pricing Options**

Location	Current Equipment	Proposer's Recommended Equipment			Monthly Base Lease Payment 60 month lease (Option A)	Monthly Base Lease Payment 60 month lease (Option B)	Fair Market Trade In Value
	Model Name and Number	Model Name and Number	PPM	Monthly Volume Rating			
City Hall-Water 1st Floor 11222 Acacia Parkway	Ricoh MP 601SP	Ricoh MP 6054 / MPC6004	60	200,000	\$ 117.10 B/W CPC = .0049	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
City Hall-Engineering 1st Floor 11222 Acacia Parkway	Ricoh MP C5502A	Ricoh MPC6004	60	200,000	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
Community Meeting Center 11300 Stanford Avenue	Ricoh MP 6001SP	Ricoh MP 6054 / MPC6004	60	200,000	\$ 117.10 B/W CPC = .0049	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
Juvenile Justice Center 11301 Acacia Parkway	Ricoh MP 6001SP	Ricoh MP 6054 / MPC6004	60	200,000	\$ 117.10 B/W CPC = .0049	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
Fire Department 11301 Acacia Parkway	Ricoh MP C5502A	Ricoh MPC6004	60	200,000	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
Central Stores 13802 Newhope Street	Ricoh MP 6001SP	Ricoh MP 6054 / MPC6004	60	200,000	\$ 117.10 B/W CPC = .0049	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
Police Department (Gang Unit) 11301 Acacia Parkway	Ricoh MP 6001SP	Ricoh MP 6054 / MPC6004	60	200,000	\$ 117.10 B/W CPC = .0049	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"

All CPC Rates are based on a usage only (zero base commitment) basis and are billed in arrears on a quarterly basis per the conditions of the RFP

**EXHIBIT "B" (RFP S-1207)**  
**Proposed Equipment and Pricing Options**

Location	Current Equipment	Proposer's Recommended Equipment			Monthly Base Lease Payment 60 month lease (Option A)	Monthly Base Lease Payment 60 month lease (Option B)	Fair Market Trade In Value
	Model Name and Number	Model Name and Number	PPM	Monthly Volume Rating			
Public Works Main Office 13802 Newhope Street	Ricoh MP C5502A	Ricoh MPC6004	60	200,000	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
Public Works Portable 13802 Newhope Street	Ricoh MP 6001SP	Ricoh MP 6054 / MPC6004	60	200,000	\$ 117.10 B/W CPC = .0049	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
Police Department (Records) 11301 Acacia Parkway	Ricoh MP 7001SP	Ricoh MP7503	75	300,000	\$ 197.90 B/W CPC = .004	\$ 197.90 B/W CPC = .004	\$ *** See Proposal Form "C"
Police Department (Records) 11301 Acacia Parkway	Ricoh MP 7001SP	Ricoh MP7503	75	300,000	\$ 197.90 B/W CPC = .004	\$ 197.90 B/W CPC = .004	\$ *** See Proposal Form "C"
Police Department (2nd Floor) 11301 Acacia Parkway	Ricoh MP C5502A	Ricoh MPC6004	60	200,000	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
Police Department (1st Floor Report Writing) 11301 Acacia Parkway	Ricoh MP6504SP	Ricoh MP 6054 / MPC6004	60	200,000	\$ 117.10 B/W CPC = .0049	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
Housing Authority 11277 Garden Grove Blvd	Ricoh MP C3002	Ricoh MPC3004	30	80,000	\$ 99.80 B/W CPC = .0065 Color CPC = .045	\$ 99.80 B/W CPC = .0065 Color CPC = .045	\$ *** See Proposal Form "C"

All CPC Rates are based on a usage only (zero base commitment) basis and are billed in arrears on a quarterly basis per the conditions of the RFP

**EXHIBIT "B" (RFP S-1207)  
Proposed Equipment and Pricing Options**

Location	Current Equipment	Proposer's Recommended Equipment			Monthly Base Lease Payment 60 month lease (Option A)	Monthly Base Lease Payment 60 month lease (Option B)	Fair Market Trade In Value
	Model Name and Number	Model Name and Number	PPM	Monthly Volume Rating			
Housing Authority 12966 Euclid St. Suite 150	Canon iR-2830	Ricoh MP 3554 / MPC3004	35/30	80,000	\$ 74.68 B/W CPC = .0058	\$ 99.80 B/W CPC = .0065 Color CPC = .045	\$ *** See Proposal Form "C"
Cable TV Production 11277 Garden Grove Blvd	Ricoh MP 2852	Ricoh MP 3554 / MPC3004	35/30	80,000	\$ 74.68 B/W CPC = .0058	\$ 99.80 B/W CPC = .0065 Color CPC = .045	\$ *** See Proposal Form "C"
Magnolia Family Resource Center 11402 Magnolia Street	Ricoh MP 2852	Ricoh MP 3554 / MPC3004	35/30	80,000	\$ 74.68 B/W CPC = .0058	\$ 99.80 B/W CPC = .0065 Color CPC = .045	\$ *** See Proposal Form "C"
Buena Clinton Family Resource Center	Ricoh MP2550SPF	Ricoh MP 3554 / MPC3004	35/30	80,000	\$ 74.68 B/W CPC = .0058	\$ 99.80 B/W CPC = .0065 Color CPC = .045	\$ *** See Proposal Form "C"
Public Works Water Services 13802 Newhope Street	Ricoh C5501	Ricoh MPC6004	60	200,000	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ 137.40 B/W CPC = .0056 Color CPC = .04	\$ *** See Proposal Form "C"
Senior Center 11300 Stanford Avenue	Ricoh C2550	Ricoh MPC3004	30	80,000	\$ 99.80 B/W CPC = .0065 Color CPC = .045	\$ 99.80 B/W CPC = .0065 Color CPC = .045	\$ *** See Proposal Form "C"

All CPC Rates are based on a usage only (zero base commitment) basis and are billed in arrears on a quarterly basis per the conditions of the RFP

This page represents a vendor option to replace the 5200S quote with a 7100S in Reprographics

**EXHIBIT "B" (RFP S-1207)  
Proposed Equipment and Pricing Options**

Location	Current Equipment	Proposer's Recommended Equipment			Monthly Base Lease Payment 60 month lease (Option A)	Monthly Base Lease Payment 60 month lease (Option B)	Fair Market Trade In Value
	Model Name and Number	Model Name and Number	PP M	Monthly Volume Rating			
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Ricoh MP 1357EX				\$	\$	\$
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Ricoh MP C651	Ricoh Pro 7100S W 5 <sup>th</sup> Color	80	700,000	\$ 2,080.50 * B/W CPC = .005 Color CPC = .03	\$ 2,080.50 * B/W CPC = .005 Color CPC = .03	\$ *** See Proposal Form "C"
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Ricoh MP 1107EX				\$	\$	\$

The above price for the Pro 7100S is an alternative offer in place of the quote for the 5200s on page 16. Therefore this represents an incremental monthly lease payment spend of **\$1,189.80** for this 7100S vs the 5200S.

The pricing for this 7100S includes the same 3<sup>rd</sup> Party Hardware and Software of the quote for the 5200S

The following are the benefits of the 7100S vs. the 5200S model;

- Optional use of 5<sup>th</sup> Color Station for unique prints including white, clear and other special colors \*\*
- 80 PPM (7100S) vs 65 PPM (5200S)
- Lower Color CPC rate of .03 (7100S) vs .036 (5200S)
- Larger Duty Cycle

Both the pricing on the 5200S and this 7100S are valid only when procured in conjunction with the other items on this quote.

\*\* Clear, white and other non-traditional color toner for the optional use 5<sup>th</sup> color station are supplies that are not included in the supplies inclusive CPC rates above and are procured as a separate standalone expense.

**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**REPLACEMENT OF 27 MULTI-FUNCTION COPIERS**  
**RFP No. S-1207**

Provide Twenty-Seven (27) New and Unused Multi-Function Digital Copiers and Related Supplies, Maintenance and Support Services for Various Departments  
for  
the City of Garden Grove

**1. (Minimum Requirements of all Copiers) All digital copiers shall be capable of the following**

- a. producing double-sided prints/copies
- b. automatic stapling system and capable of stapling a minimum of 25 sheets of 8-1/2 X 11 paper
- c. stacking and finishing capabilities
- d. auto document feeder capable of feeding a minimum amount of 50 sheets of paper
- e. enlarging up to 200%
- f. reducing down to 64%
- g. paper capacity
  - i. 8-1/2 x 11- minimum of 1,000 sheets of 20lb paper
  - ii. 11 x 17-minimum of 250 sheets of 20 lb paper
- h. adjustable trays needed
- i. ppm of **50** or greater
- j. scanning capability to network drive or email
- k. integrated LAN interface, can be used as a network printer
- l. integrated fax capability (send and receive faxes)
- m. inbound fax to email routing (can be turned off/on)
- n. ability to review inbound queued faxes on computer, then email, print, or delete
- o. per user accounting of color copies/prints on color machines. The City currently uses 6-digit codes to track color usage by user and perform internal chargebacks at cost. Color codes should be able to be stored in the print driver.

**2. Maintenance and Support, Warranty**

- a. Proposal shall state the warranty period, which shall include parts and labor.

**Response:** Our standard equipment warranty is 90 days. This warranty typically covers defective materials, workmanship and retrofits, but does not cover misuse or abuse, routine cleaning or preventive maintenance.

Our standard service contract essentially takes the place of this traditional equipment warranty, further extending the warranty period for the life of the agreement as long as Ricoh provides continuous maintenance services for the City of Garden Grove.

- b. The warranty period shall commence from the date of installation and acceptance of the equipment by the City of Garden Grove.

**Response:** Yes the warranty period shall commence from the date of installation and the acceptance of the equipment by the City of Garden Grove.

- c. The maintenance and service agreement shall commence upon expiration of the warranty period.

**Response:** Our standard service contract essentially takes the place of this traditional equipment warranty, further extending the warranty period for the life of the agreement as long as Ricoh provides continuous maintenance services for the City of Garden Grove.

- d. Vendor shall provide telephone and website support that is available Monday through Friday from 8:00am to 5:00pm.

**Response:** The Technology Support Services Center (TSSC) is the heart of Ricoh's service organization. This center—which is available to the City of Garden Grove 24 hours per day, 365 days per year, via a single toll-free number—will address the City requests for service or questions on Ricoh equipment.

#### ***Centralized Support***

Unlike many others in the industry, Ricoh provides the same toll-free number for customers in the U.S. to call for support, regardless of product line or equipment location. All calls are answered by carefully trained Ricoh professionals—not by an outsourced help desk, which typically offers very limited knowledge of the equipment and services they address. Ricoh's trained and knowledgeable personnel are actually there for the City within moments. Center staff can also perform diagnostics based on the service code displayed on the device.

The City can also choose to place service calls electronically via MyRico: [www.myricoh.com](http://www.myricoh.com).

#### ***Rapid Response***

If a service concern cannot be resolved over the phone, TSSC staff dispatches a technician. On average, this occurs within four minutes of receiving the call. All Ricoh service personnel are equipped with our Ricoh Edge™ handheld devices, cell phones and laptops with wireless radio frequency network connections to ensure that they are immediately accessible to the TSSC. After receiving a request, our service technicians contact the customer within one hour to acknowledge the request, provide a time of arrival and/or provide phone resolution or technical support.

All U.S. Ricoh service technicians are dispatched through the same support center, which allows us to maintain a single customer service database. It also enables us to provide accurate specialized reports that track our performance and all Ricoh digital equipment at every location. If any device is networked and permission is granted, our analysts have the ability to remotely connect to the device to troubleshoot and resolve issues.

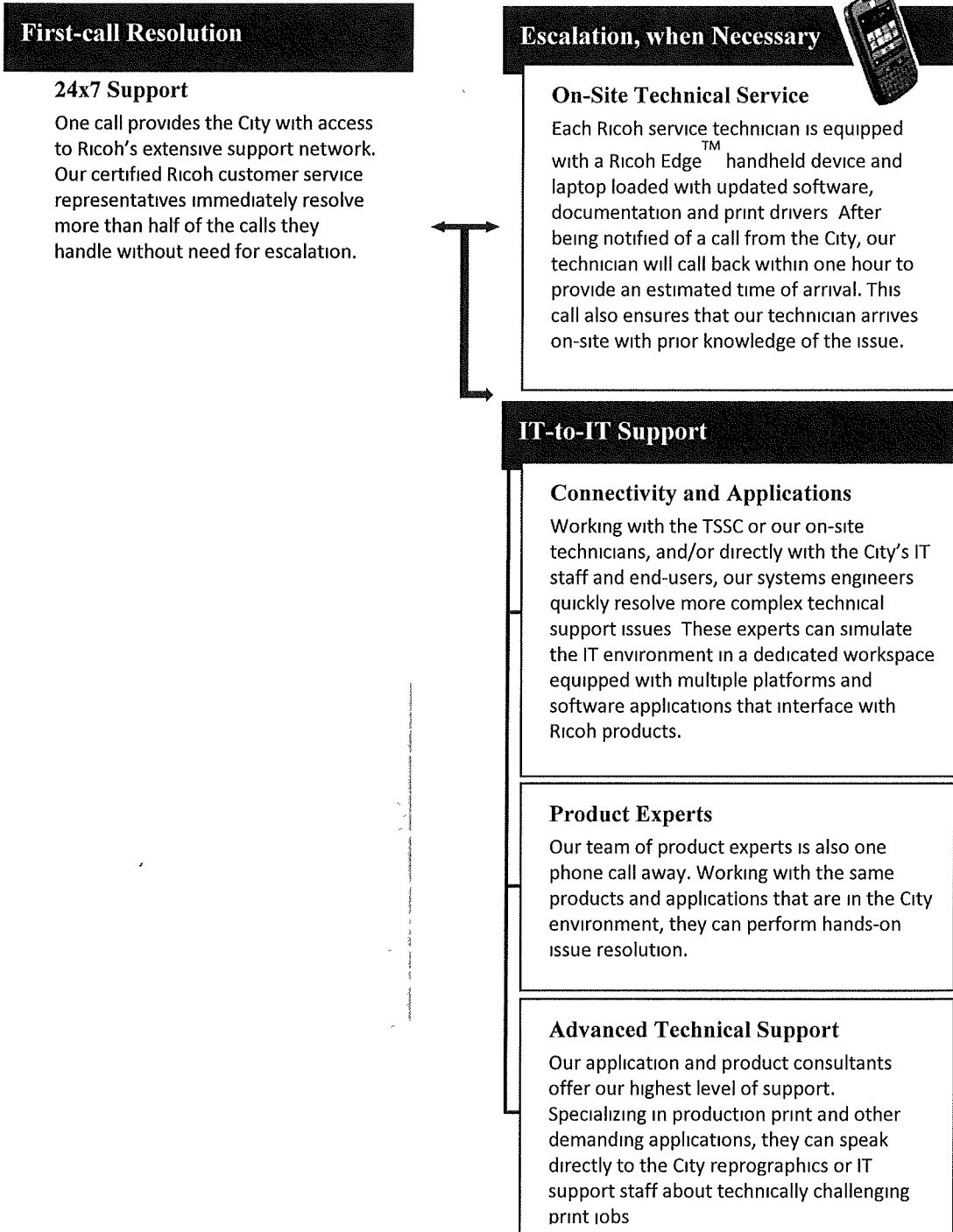
Requests can also be sent to the service team leader for the zip code, or escalated to the Region service manager. The TSSC also has immediate access to the names and numbers of the City's Ricoh account management team, based on the device serial number. Service issues



are recorded on the service history log, which can then be viewed by the City's designated personnel 24x7 via MyRicoH.

As necessary, the TSSC can also escalate calls to our Customer Support Center. All concerns referred to this department are documented and forwarded to the local servicing office, Region service manager, Region operations manager and Region vice president. A complete written response is due within 48 hours. The Customer Support Center then follows up with the end-user to ensure that they are completely satisfied.

RicoH is the only company in the industry offering this customer-focused process, which is illustrated in the following graphic.



**Expert Professional Resources**

The TSSC is comprised of focused technology teams who resolve issues associated with multifunctional devices (MFDs), personal and work group printers, production devices, and Ricoh- and vendor-branded solutions. An extensive support network of trained service representatives and certified engineers support the following product lines: faxes, scanners,

projectors, video conferencing and digital signage. If any City device is networked and permission is granted, our analysts even have the ability to remotely connect to the device to troubleshoot and resolve issues.

Call center staff can also escalate support to a higher level, as appropriate. Our toll-free, tiered technical support help line also provides access to a high level of technical expertise to support both the City and our internal personnel. Our professional certified engineers are available by phone from 8 a.m. to 8 p.m. Eastern time, Monday through Friday, to provide technical assistance on all aspects of Ricoh's products and services.

Through our Depot Services Center we provide advanced exchange replacement support for customer's with Ricoh equipment under warranty. This center houses over 300 refurbished machines that are ready to ship out overnight. In addition to warranty support, the Depot Services Center is set up to provide next-day loaner services to meet the City's needs.

#### **Mid-Volume Support Team**

This team provides support for technicians, sales representatives and customers on Ricoh devices that print 35 ppm and higher. Each hardware analyst/engineer is equipped with the technology and training necessary to meet hardware and connectivity service requirements. They provide a double layer of support for our technicians, and an additional measure of security for our customers.

Hardware technical support consists of multi-tiered expert support and troubleshooting, with escalation to a team of engineers. They provide product issue analysis and direct manufacturer interaction. This support area is equipped with the most current products and equipment to aid in troubleshooting.

Another vital group is our after-hours team. They are primarily tasked with providing 24x7 support for our major accounts, but also field all calls after all other departments have left for the day.

#### **Production Print Support Team**

This team is staffed by dedicated specialists who help troubleshoot the most complex situations with our production print line of products and applications. Available from 8 a.m. to 8 p.m. Eastern time to customers and Ricoh technical staff alike, this experienced staff assists from a lab that is fully equipped with the latest production printing products and technologies.

#### **Solution Support Team**

This team is comprised of certified solutions analysts and advanced technical support consultants who support Ricoh or third-party document solutions. Our experts can simulate most environments in our dedicated lab, which is equipped with products and solutions including industry-standard platforms (e.g., Microsoft, Unix, Macintosh, AS400) and software applications.

The Advanced Technology Support (ATS) team offers the highest level of support. They can discuss technically



challenging issues with end-users and work tirelessly with the City until a resolution is reached. The ATS team is equipped with the latest technology and equipment in a world-class technical software and product hardware lab. They conduct product usability testing, develop product guides and troubleshoot issues to the highest possible level.

We also offer a fee-based after-hours support program.

Ricoh’s customer service process and support centers have earned numerous industry awards and been benchmarked by many Fortune 500 companies.

- e. Vendor shall respond within two hours of receiving a service call to establish an estimated time of arrival.

**Response:** Standard hours of operation for on-site maintenance support are 8 am to 5 pm, Monday through Friday, excluding Ricoh-recognized major U.S. holidays. Our technicians will contact the City of Garden Grove via telephone within one business hour after receiving the call to provide technical assistance and offer an estimated time of arrival. Our fleet quarterly average response times for metered equipment by product segment are provided in the following table.

Product Segment	On-site Response Time* (in hours)
B&W Copier Segment 1 and 2	6
B&W Copier Segment 3 and 4	4
B&W Copier Segment 5	3
B&W Copier Segment 6	2
Office Color	4
Production Color	2
Desktop Printers	Next Day
Workgroup Printers	4
Enterprise Printers	2
Facsimile Equipment	6

*\*Response time is defined as the total number of consecutive contractual coverage business hours that have elapsed from receipt of a service request from the customer by Ricoh (via web, email, fax, phone) until arrival of the service technician on-site.*

*\* Response times apply to any metered equipment installed and operated consistent with the manufacturers’ specifications, within a 35-mile radius of a Ricoh U.S. service facility.*

On-site maintenance support during nonstandard hours of operation may also be included in the City’s contract for an additional fee. Specifics regarding nonstandard hours of operational support and availability are discussed during contract negotiations.

- f. Vendor shall provide comparable loaner equipment to the City at no charge, if the problem cannot be resolved in five (5) business days.

**Response:** We will service the proposed equipment to be operational with a quarterly uptime average of 95% in aggregate for black-and-white units (color units and black-and-white production hardware: 90% quarterly aggregate). Uptime is defined as the percentage of hours that the equipment is operable—based on the manufacturer’s performance standards—out of the total number of business hours covered by the agreement, excluding volume-adjusted

required service and interim maintenance time. This covers all metered devices that are installed and operated consistent with the manufacturer's specifications including, but not limited to, space, electrical, throughput material and optimal image range. Equipment that is operated outside of the manufacturer's specifications or that is located 35 miles beyond a Ricoh service facility will not be covered by this uptime guarantee.

In the unlikely event that Ricoh is not able to repair the equipment at the City of Garden Grove facility, we will, at our sole discretion, either provide a temporary loaner while the equipment is being repaired at our service center or replace such equipment with comparable equipment of equal or greater capability at no additional charge.

### **3. Trade-in**

- a. Proposer shall accept as trade-ins the current inventory of existing equipment at fair market value.
- b. The existing equipment will be transferred as is/where is with the Proposer responsible for pick up.
- c. Proposer shall document the fair market value of each individual unit and submit the pricing with the proposal (Exhibit B).
- d. Those attend the Pre-proposal meeting will be allowed to attend a site walk following the pre-proposal meeting to inspect the existing equipment which is located in City Hall. Existing equipment that is located in other locations of the City will be available for inspection by appointment only.

### **4. Network Technical Requirements**

- a. Standard 10/100 Base-TX Ethernet interface for LAN connection
- b. TCP/IP protocol support
- c. Driver support for Windows (7/10/2012 server) and Red Hat Linux
- d. PCLSe/PCL6 required
- e. Adobe Postscript 3 required on certain copiers noted in the Appendix A.

### **5. Pricing Option A (like kind replacement)**

- a. Lease Options
- b. Trade In Value-current inventory for fair market value
  - i. Applied as a credit towards purchase price of new equipment
  - ii. Itemized for each machine
- c. Buy Out of Remaining Lease term of Existing Equipment
- d. Per copy price for black/white and color above specified amount
- e. Delivery Cost
- f. *All proposers must submit a proposal for Option A and Option B or the proposal may be deemed at non-responsive. The evaluation process will be based on the option that the City selects.*

### **6. Pricing Option B (all color)**

- a. Provide a second pricing option with the same details as Option A, but replacing all black and white copiers with color copiers EXCEPT:

- i. Two police records copiers
  - ii. Black and White production copiers in Reprographics
- b. All proposers must submit a proposal for Option A and Option B or the proposal may be deemed at non-responsive. The **evaluation process will be based on the option that the City selects.***

**7. Installation Plan**

- a. Time line
- b. Install New
- c. To be delivered to each location
- d. Uninstall and remove old copiers/MFCs
- e. Power Issues to be addressed (for any copiers that require nonstandard power outlets, amperage, or voltage)

**8. Optional wireless printing from mobile devices (except Reprographics production machines)**

- a. Ability to print wirelessly from a nearby mobile device, tablet, or phone
- b. Ability to print from Android, IOS (apple), and Windows mobile devices
- c. Ideally, this would be a walk up feature using WiFi or Bluetooth wireless technology. However, a web/cloud based solution is acceptable depending on cost.
- d. Ability to restrict color printing from mobile devices by requiring an additional code or password
- e. This is a need at several locations, but may not be needed at all locations

**9. NSI version 6+ Autostore feature required for several PD copiers**

- a. PD currently uses NSI/Nuance Autostore on 3 copiers to allow scanning to specific network folders, saved with specific file names. These files are then imported into the Spillman PD application by another process.
- b. Configuration and installation of Autostore must be done as part of the installation process for these copiers.

**10. In addition to the requirements in number 1 above, the two copiers in Police Records shall be capable of the following:**

- a. ppm of **75** or greater, black/white only
- b. extended 8-1/2 x 11 and 11x17 paper capacity of 2,000 sheets

**11. In addition to the requirements in number 1 above, the B/W copier in Reprographics shall be capable of the following minimum requirements:**

- a. ppm of **120** or greater
- b. extended 8-1/2 x 11 and 11x17 paper capacity of 5,000 sheets
- c. special paper handling: NCR, up to 110lb. Cover
- d. finishing: folding, booklet trimmer
- e. no fax capability

**12. In addition to the requirements in number 1 above, the second B/W copier in Reprographics shall be capable of the following minimum requirements:**

- a. ppm of **110** or greater
- b. extended 8-1/2 x 11 paper capacity of 5,000 sheets
- c. special paper handling: NCR, up to 1101b. cover, 801b. gloss coat, Kromekote plus cover long 8pt,
- d. no fax capability

**13. In addition to the requirements in number 1 above, the full color copier in Reprographics shall be capable of the following minimum requirements:**

- a. ppm of **65** or greater
- b. extended 8-1/2 x 11 paper capacity of 5,000 sheets
- c. special paper handling: NCR, up to 1101b. cover, 801b. gloss coat, Kromekote plus cover long 8pt.
- d. finishing: folding, booklet trimmer
- e. no fax capability
- f. highly desired but not required feature would be the ability to use colors beyond CMYK, for example, gold, silver, white, clear

**14. Trade-In of Existing Photocopiers**

- a. Proposer shall accept as trade-ins the current inventory of existing equipment at fair market value.
- b. The existing equipment will be transferred as is/where is with the Proposer responsible for pick up.
- c. Proposer shall document the fair market value of each individual unit and submit the pricing with the proposal (Exhibit B).
- d. Those attend the Pre-proposal meeting will be allowed to attend a site walk following the pre-proposal meeting to inspect the existing equipment which is located in City Hall. Existing equipment that is located in other locations of the City will be available for inspection by appointment only.
- e. Proposer shall de-install and remove the existing equipment at the time of the installation of the new equipment.

**15. City's Contract/Terms of Agreement**

This RFP document contains a sample City contract (Pages 20-25). This is the contractor that the successful proposer will be required to agree to and sign. Complying with all terms of this RFP is part of the scoring process, however if your company is unable to sign the City's contract, please include a sample of the contract that you would like to the City to review. The City will review the agreement but cannot guarantee that the contractor's agreement will be acceptable or be signed by the City. The City reserves the right to accept or reject the contractor's proposed agreement.

# **Contracts**

Please find the US Communities contracts attached  
We will sign The City of Garden Grove Contract included in the RFP.  
However, we would need The City of Garden Grove to additional sign the US  
Communities contract for the pricing provided in Exhibit B





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

## U.S. Communities Product Schedule

Product Schedule Number: \_\_\_\_\_

Master Lease Agreement Number: \_\_\_\_\_

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

### CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description	Make & Model

Qty	Product Description	Make & Model

### PAYMENT SCHEDULE

<b>Minimum Term</b> (months) _____	<b>Minimum Payment</b> (Without Tax) \$ _____	<b>Minimum Payment Billing Frequency</b> <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	<b>Advance Payment</b> <input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other _____
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Sales Tax Exempt  YES (Attach Exemption Certificate) Customer Billing Reference Number (P O #, etc) \_\_\_\_\_  
 Addendum(s) attached  YES (check if yes and indicate total number of pages \_\_\_\_\_)

### TERMS AND CONDITIONS

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

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

<b>CUSTOMER</b> By <input checked="" type="checkbox"/> _____ <i>Authorized Signer Signature</i> Printed Name _____ Title _____ Date _____	Accepted by: RICOH USA, INC. By _____ <i>Authorized Signer Signature</i> Printed Name _____ Title _____ Date _____
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# U.S. Communities Master Lease Agreement

Number. \_\_\_\_\_

## CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
Federal Tax ID Number <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address	

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

1 **Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to 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, 2019, with the option to renew for no more than three (3) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."

2 **Schedules, Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine if it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.

### 3 Term, Payments

(a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other

amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.

(b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.

(c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).

(d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(e), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as

be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

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

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

15 Miscellaneous It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES

TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16 Governing Law, Jurisdiction, Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT) TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES. FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT



**U.S. COMMUNITIES**  
**EQUIPMENT SALE AND MAINTENANCE AGREEMENT**  
**(EQUIPMENT SALES, BREAK-FIX SERVICES)**

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 USA, Inc. (successor-in-interest to 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, 2019, with the option to renew for no more than three (3) 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,

# RICOH

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 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: \_\_\_\_\_



**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and XXXXXXXXXXXXXXXXXXXX herein after referred to as "CONTRACTOR".

**RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_
2. CITY desires to utilize the services of CONTRACTOR Provide Twenty-Seven (27) New and Unused Multi-Function Digital Copiers and Related Supplies, Maintenance and Support Services for Various Departments for the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. Term and Termination.** The term of the agreement shall be for period of five (5) years from full execution of the agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal Pricing form (Exhibit "B"). Contractor is required to present evidence to support performed work completion.
- 2. Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work which is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
- 3. Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.13.1 **AMOUNT.** Total Compensation under this agreement shall be a firm fixed price of \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ is for the \_\_\_\_\_ Year Maintenance Agreement in the amount of \$ \_\_\_\_\_ payable in arrears and in accordance with contractor's proposal (Attachment B). All work shall be in accordance with RFP No. S-1207.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal Pricing (EXHIBIT "B").
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance Requirements**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work until all certificates and endorsements have been received and approved by the CITY. All liability insurance required by this Agreement shall not be cancelled until 30 days advance notice has been provided to the CITY, 10 day notice shall be provided for cancellation due to nonpayment of premium.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.'
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit. **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) and 4.3 (c) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

- 5. Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
- 6. Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
- 7. Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 8. Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California

Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)  
XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

b. (Address of CITY) City (with a copy to):  
of Garden Grove 11222 Garden Grove City Attorney  
Acacia Parkway Garden 11222 Acacia Parkway  
Grove, CA 92840 Garden Grove, CA 92840

**10. CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

**11. Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

**12. Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

**13. Time of Essence.** Time is of the essence in the performance of this Agreement.

**14. Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and

omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

**15. Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

**16. Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

**17. Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_ **"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**XXXXXXXXXXXXXXXXXX**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No. 23-0334400 \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_

## D. References

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Please provide five (5) references for the same type of services, preferably government agencies, for a minimum of five (5) consecutive years. Please include the clients name, project description, project/contract dates (starting and ending), client project manager name, email address and telephone number. ***Please make sure that the information provided for your references is current and accurate.*** References will not be considered if information provided is inaccurate. ***Please Do Not use the City of Garden Grove as a reference.***

**Response:**

- 1) Lynwood Unified School District-Past three years to current just renewed for another three years. Full scope of service including Fleet Manger (Personnel on site) MPS, Production, MFP fleet. Paperless document work flows and IT supplementation.  
Paul Gothold Superintendent (310)886-1600
  
- 2) Hawthorne Unified School District-Past two years to current. Full scope of service including Fleet Manger (Personnel on site) MPS, Production, MFP fleet.  
Helen Morgan Superintendent (310)676.2276
  
- 1) Cypress School District- Ten years to current Fleet of MFP's and Print shop Production equipment. Tim McLellan, Ed. D. Assistant Superintendent (714) 220-6941
  
- 2) Buena Park School District- Ten years to current. Fleet of MFP's and Print shop Production equipment. Kelvin Tsunezumi Assistant Superintendent (714) 736-4262
  
- 3) Westminster School District- Three years MDS- contract includes Fleet manager and Fleet of MFP's and Print shop Production equipment. Tony Wold, Ed. D. 714-894-7311

## E. Qualification Statement

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**E. Qualification Statement**

A qualifications statement indicating general work experience specifically relevant to the Scope of Work as required in the Scope of Work. List any major projects in which your firm has participated (either in a lead or support role and state the degree of involvement). Qualification statements shall be submitted for the Proposer, Subcontractors and Joint Venture partners.

**Response:**

Ricoh USA, Inc. has been the business partner for the City of Garden Grove for ten years now. We believe that in the ten years past we have demonstrated the ability to manufacture top rated equipment and provide award winning services for supporting our partner, The City of Garden Grove.

We have provided equipment for the Print Shop and for the general fleet that has served the city well. It is our recommendation that the City of Garden Grove upgrades the technology of the current fleet and Print Shop equipment to cut costs and grow with our support in document services to streamline the Cities workflow processes to a more paperless environment while saving on costs of document creation. The City of Garden Grove can continue to have superior equipment and services and move towards a greener footprint for our environment while servicing the general public by continually cutting costs. With our continued partnership we can work towards that common goal.

Thank you for all your support over the past ten years and we look forward to continuing our relationship with The City of Garden Grove.

## F. Work Plan/Technical Description

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**F. Work Plan/Technical Description**

The proposal shall include a Work Plan which would delineate the approach Proposer would utilize to complete the Work. The plan shall demonstrate the Proposer's understanding of the scope of services. As stated previously, it should refine and/or expand scope of services to reflect how Proposer would complete the Work. Subcontractors may not be used for these services.

<b>Device Counts by Delivery Day</b>						
<b>Delivery Dates for City of Garden Grove</b>						Total planned deliveries
There are 4 days of planned deliveries.						
City of Garden Grove	Site Location	Begin Support		End Support	Hours	
Monday 6/5/2017	Print Shop	9:00 AM	till	5.00PM	8	3
Monday 6/5/2017	City Hall	9 00 AM	till	5 00PM	8	6
Tuesday 6/6/2107	Police Department	9 00 AM	till	5 00PM	8	5
Tuesday 6/6/2107	Fire Department	9 00 AM	till	5 00PM	8	1
Tuesday 6/6/2107	Juvenile Justice	9 00 AM	till	5 00PM	8	1
Wed 6/7/2107	Community Ctr	9 00 AM	till	5.00PM	8	1
Wed 6/7/2107	Senior Ctr	9 00 AM	till	5 00PM	8	1
Wed 6/7/2107	Central Stores	9 00 AM	till	5.00PM	8	1
Wed 6/7/2107	Public Works	9.00 AM	till	5 00PM	8	3
Thursday 6/8/2017	Housing	9:00 AM	till	5 00PM	8	2
Thursday 6/8/2017	Resource Ctr	9 00 AM	till	5 00PM	8	2
Thursday 6/8/2017	Cable TV	9.00 AM	till	5 00PM	8	1
<b>TOTAL</b>						<b>27</b>

## G. Proposed Manpower Analysis

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### **G. Proposed Manpower Analysis**

The Manpower Analysis shall include information regarding proposed person hours broken down by tasks that key staff is expected to devote to the Work. The plan should incorporate resumes of one page or less of the designated Project Manager and key project personnel including education, background, related experience, accomplishments and other pertinent information, and no more than two pages for the remaining information. Proposal should include an analysis of other commitments and availability for key staff.

Failure to submit such items duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

#### **Response:**

##### **Step 1:**

Ricoh USA, Inc. will deliver the equipment to each location and place the units exactly where the existing units are.

Four days eight hours a day for delivery by Truck drivers to delivery at each location of existing units.

##### **Step 2:**

The Technicians will then come out with install the units within four business hours.

Two technicians will come behind deliveries and install and connect the MFP's to the network at this time the NSI autostore will also be connected as well.

##### **Step 3:**

Existing will be ready for removal from the Cities locations by Truck drivers of Third Party Vendor for you rebate of \$6000.00\*

**\*We have contacted a Third party provider you provide you with a \$6,000 rebate for all equipment owned by the city. That is to assume that the install is to take place after 5/21/17, the lease end of the dollar out and the City of Garden Grove has purchased each piece of equipment for \$1. The City now owns said equipment. A document will be provided to reflect this and the equipment will be taken off property and will become the property of said Third party.**

##### **Step 4:**

Two trainers will come in and train on equipment based on City's departments request and needs.

