

This Agreement shall be posted on the CPS website.

**PRODUCTS AND SERVICES AGREEMENT**  
("Piggyback" of Contract between  
County of Fairfax, Virginia and RICOH USA, Inc.)  
(Purchase/Lease of Devices and Managed Print Services)

This Products and Services Agreement ("**Agreement**") is entered into as of the 1<sup>st</sup> day of July, 2015 ("**Effective Date**") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and RICOH USA, Inc., with principal offices located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355 ("**Vendor**"), individually, (a "**Party**"), collectively (the "**Parties**").

**RECITALS**

- A. The Board desires for Vendor to provide multi-function output devices for purchase or lease ("**Products**") and managed print services ("**Services**") to the Board's schools, facilities, and offices as more fully described in this Agreement.
- B. Vendor has demonstrated expertise in providing such Products and Services and has represented that it has the requisite knowledge, skill, experience and other resources necessary to provide such Products and Services.
- C. U.S. Communities Government Purchasing Alliance ("**U.S. Communities**") is a non-profit purchasing cooperative founded and owned by the National Association of Counties, National League of Cities, U.S. Conference of Mayors, Association of School Business Officials, International and National Institute of Government Purchasing. U.S. Communities is also sponsored by the Illinois State Board of Education, Illinois School Business Officials, and the Illinois Municipal League.
- D. County of Fairfax, Virginia ("**Fairfax County**"), on behalf of U.S. Communities and other government entities, advertised and issued a Request for bid Proposal ("**RFP**") for Lease or Purchase of Multifunction Devices, Managed Print Services, and any other Related Products, Services, and Solutions. Fairfax County evaluated Vendor's response to the RFP and selected Vendor to provide the products and services described in the RFP. Based on this award, Vendor entered into an agreement with Fairfax County as follows: Acceptance Agreement, bearing Contract Number 4400003732 that incorporated the terms and conditions of the RFP and all of the RFP's addenda and a signed Memorandum of Negotiation (collectively the "**Master Agreement**"); amended with Amendment No. 1 dated September 18, 2013 ("**Amendment #1**"); amended with Amendment No. 2 dated November 25, 2013 ("**Amendment #2**"); amended with Amendment No. 3 dated April 15, 2014 ("**Amendment #3**"). The Master Agreement and the subsequent amendments, including without limitation the RFP, shall be referred to as the "**Reference Contract**". The Reference Contract is attached and incorporated into this Agreement as Group Exhibit 1.
- E. The Board, pursuant to Board Rule 7-2.7, which authorizes the Board to purchase non-biddable and biddable items from government purchasing cooperative contracts, now wishes to purchase Products and Services through Vendor on the terms and conditions set forth in the Reference Contract except to the extent those terms and conditions are modified or supplemented in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing, which are incorporated into and made a part of this Agreement by this reference, and the mutual covenants contained herein, the Parties agree as follows:

1. **Incorporation of Reference Contract**. Except as provided herein, the Board adopts the terms and conditions of the Reference Contract and to that end the Reference Contract is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. The

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Board notes that there are a number of parts of the Reference Contract that will not apply to the Products and Services performed under this Agreement. Specifically, the following document is attached to the Acceptance Agreement but pertains to other products and services provided under the Reference Contract and does not pertain to the Products and Services described in this Agreement: U.S. Communities Software Financing Agreement.

To the extent that a provision would not reasonably refer to the Products delivered or Services performed under this Agreement, including but not limited to the provisions in the agreements identified above, the Board is not seeking to negotiate any modification of such a provision. In the event of a conflict between the terms of this Agreement and the terms of the Reference Contract (excepting any terms and conditions relating to price and cost), the terms of this Agreement shall control as between the Vendor and the Board.

2. **Term.** This Agreement is for a term commencing with the Effective Date of the Agreement and ending June 30, 2018 ("Term"), unless terminated sooner as provided in the Agreement. The Board shall have two (2) options to renew the Agreement for periods of one (1) year each ("Renewal Term(s)") upon the same terms and conditions set forth in this Agreement.

3. **Early Termination.** The Board shall have the option to terminate this Agreement in whole or in part, upon thirty (30) days prior written notice to Vendor. After notice is received, Vendor must restrict its activities and those of its subcontractors to winding down any Services previously begun before the notice was received. No costs incurred after the effective date of the termination are allowed. It is understood and acknowledged that, in the event that the Board exercises its option under this section to terminate the Agreement in whole or in part, the Board will be liable for continued payments to Vendor under the terms of the Master Leasing Agreement and any appropriately executed Product Schedules.

Vendor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of the Agreement. Vendor shall not be entitled to make any early termination claims against Vendor or the Board to the extent inconsistent with this provision.

For purposes of clarity, if the Board elects to terminate the Agreement early, schools and other Board locations receiving Products and Services under this Agreement, as reflected in Product Schedules, shall remain responsible for the minimum or base guaranteed payments through the remainder of the term set forth in the applicable Product Schedule. In the event that a school or Board location receiving managed print services ("MPS") under this Agreement wants to continue to engage Vendor to provide maintenance service after termination of the Agreement through the remainder of the term set forth in the applicable Product Schedule, Vendor will continue to service and maintain the equipment in accordance with the scope of services set forth in "Section II. EQUIPMENT REPAIR AND MAINTENANCE AND SUPPLIES" of the Scope of Work and Service Levels that is attached and incorporated into the Service Order as Exhibit B, at a rate of \$0.0055 per Black and White image and \$0.055 per Color image.

4. **Benefits and Obligations In Favor of the Board under Reference Contract:** All those benefits and obligations running from Vendor in favor of Fairfax County by the terms of the Reference Contract are understood and agreed to run to the Board for Products and Services purchased pursuant to this Agreement. Without limitation, the following provision shall be interpreted to refer to the Board wherever Fairfax County ("County" or "Customer") is identified:

4.1 Section 9 of the U.S. Communities Master Agreement for Managed Document Services and/or Labor ("Master Agreement") (Indemnification) except that Section 9.2 is amended to add to the end of said Section: "Nothing in the Agreement between the Board and Vendor shall be interpreted to mean or be implied to mean that the Board assumes any obligation to indemnify, keep, and save harmless Vendor, its agents, officials, employees, or subcontractors against any claims of bodily injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against Vendor in consequence of

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the Board's acts or omissions or the acts or omissions of the Board's agents, officials, employees and volunteers.”

4.2 Section 3 of the Memorandum of Negotiation signed February 7, 2013 (Pricing and Model Updates).

5. **Limitations of Liability:** It is acknowledged and agreed by both the Vendor and the Board that the limitations of liability set forth in Section 10 of the Master Agreement shall apply to the Vendor and the Board in the same manner as described in said section as between Vendor and Fairfax County.

6. **Products, Services and Pricing:**

6.1 **Managed Print Services Program:** The Board's Central Office and Remote-Regional Office locations that are identified in the Enterprise Services Order for CPS Managed Print Services that is attached and incorporated into this Agreement as Exhibit 2 shall receive the MPS program Services. Vendor shall also provide MPS to those schools that agree to participate in the MPS program. The Board and each school that elects to participate in the MPS program shall execute an MPS Product Schedule in form and substance equivalent to the Sample MPS Product Schedule that is attached and incorporated into the Services Order as Schedule 2.

6.2 **Purchase/Lease of Devices and Maintenance Agreement:** As an alternative to the MPS program, CPS schools shall also have the option to obtain multi-function devices and associated equipment and services (collectively "Products") from Vendor through sale or lease of the Products and then obtain service and maintenance of the Products by entering into an Equipment Maintenance Agreement. The purchase of Products shall be pursuant to the terms of this Agreement and shall be completed by submission of a Purchase Order. The terms for the leasing of any Products shall be consistent with the terms of the US Communities Master Lease Agreement as modified by mutual agreement of the parties ("CPS Lease Agreement") that is attached and incorporated into this Agreement as Exhibit 3. Schools leasing Products that will then be maintained by Vendor shall complete a Product Schedule in form and substance equivalent to the "Lease and Maintenance Only Product Schedule" that is attached and incorporated into this Agreement as Exhibit 4. Each Lease and Maintenance Only Product Schedule shall remain consistent with the form attached as Exhibit 4 and any terms deviating from this form (other than the segment or quantities of Product) shall be understood to be void and have no effect. Each Lease and Maintenance Only Product Schedule shall describe the equipment subject to the CPS Lease Agreement, including the minimum term of the lease (which shall not exceed three (3) years), the applicable minimum monthly payment and the applicable overages rate during the term of the Agreement. Each Lease and Maintenance Only Product Schedule shall incorporate the terms of the CPS Lease Agreement and shall constitute a complete separate agreement between Ricoh and the subject school. Notwithstanding that the school will sign the Lease and Maintenance Only Product Schedule, the Board shall remain financially responsible for each Lease and Maintenance Only Product Schedule. The terms of any Equipment Maintenance Agreement entered into between a CPS school and Vendor during the Term of this Agreement and any Renewal Term shall be consistent with those included in the Sample Equipment Maintenance Agreement attached and incorporated into this Agreement as Exhibit 5. The prices for the devices available to schools that are not participating in the MPS program during the Term of this Agreement are included in the Pricing Exhibit that is attached and incorporated into this Agreement as Exhibit 6. For purposes of clarity, a school cannot select to participate in the MPS program and enter into a separate Equipment Maintenance Agreement for additional devices. If a school elects to participate in the MPS program, all equipment purchased or leased by that school must be under the MPS program.

6.3 **Purchases Of Equipment For Cash.** In connection with any Product purchase from Vendor, Vendor shall transfer to Board or a school any equipment warranties made by the Product manufacturer, to the extent transferable and without recourse. The Board or school agrees to confirm delivery and acceptance of all Product purchased under this Agreement within ten (10) business days after any Product is delivered and installed (if installation has been agreed

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to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Vendor) or written delivery acknowledgement. Vendor reserves the right to make Product deliveries in installments. All claims for damaged Product shall be deemed waived unless made in writing, delivered to Vendor within ten (10) business days after delivery of Product to the Board or school; provided, however, Vendor shall not be responsible for damage to Product caused by the Customer, its employees, agents or contractors.

7. **Compensation: Payment.**

7.1 **Compensation:** The total maximum compensation payable to Vendor during the Term of this Agreement shall not exceed the sum of Fifteen Million Dollars (\$15,000,000.00) ("**Total Maximum Compensation**"). It is understood and agreed that the Total Maximum Compensation amount referenced above is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Services provided during the Term of this Agreement, and the Board shall not be obligated to pay for any Products, Services or deliverables not in compliance with this Agreement. Should costs for all Products and Services exceed the Total Maximum Compensation, a written amendment signed by the Board President and Secretary shall be required. In the event of early termination of the Agreement, as set forth in Section 3 above, the Board shall be obligated to pay either the termination costs set forth in the Lease Agreement or the payments set forth in the applicable Product Schedules (as described below) through the remainder of the Lease Term, if the Board opts to terminate the Lease Agreements earlier than the term reflected in the associated Product Schedule. In no event shall the Board be liable for any costs incurred either outside of those stated in the Agreement, Lease Agreement or through a Product Schedule executed after the effective date of termination as provided herein. It is Vendor's responsibility to monitor its performance and billings to assure that its costs do not exceed the Total Maximum Compensation amount specified in the Agreement.

7.2 **Payment:** All invoices must include: a valid purchase order number, itemized description of the Products and/or Services provided, date the Products were delivered or the Services were rendered, invoice date, and invoice amount. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the receipt of Services under this Agreement. Notwithstanding the above provisions, all payments for goods ordered by Board under the Reference Contract shall be due thirty days from the date of each invoice. Any issues regarding payments shall be resolved in accordance with Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

7.3 **Onboarding and Invoicing Process for MPS Program:**

(a) **Onboarding of New Schools/Products Participating in MPS Program:** An authorized representative of the Board and each school that agrees to participate in the MPS Program shall execute an MPS Product Schedule comparable to the Sample MPS Product Schedule attached and incorporated into the Agreement as Schedule 2 to the Service Order. Each MPS Product Schedule shall remain consistent with the Sample MPS Product Schedule and any terms deviating from the Sample MPS Product Schedule (other than the segment or quantities of Product) shall be understood to be void and have no effect. Each Product Schedule shall describe the equipment subject to the CPS Lease Agreement, including the minimum term of the lease (which shall not exceed three (3) years), the applicable minimum monthly payment and the applicable overages rate during the term of the Agreement. Each Product Schedule shall incorporate the terms of the CPS Lease Agreement and shall, with the CPS Lease Agreement, constitute a complete separate agreement between Ricoh and the subject school. Notwithstanding that the school will sign the Product Schedule, the Board shall remain financially responsible for each Product Schedule.

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(b) **Invoicing Process for the MPS Program:** The Service Order sets forth the invoicing and payment process for those schools and other locations participating in the MPS Program.

**7.4 Continued Payments after Termination or Expiration:** Vendor is requiring the Board and the Board agrees to enter into the CPS Lease Agreement and then Product Schedule(s) that will be incorporated into and subject to the terms of this Agreement and the CPS Lease Agreement. The CPS Lease Agreement includes provisions that require the Board to continue to pay a minimum monthly guaranteed payment under the terms of the CPS Lease Agreement even if this Agreement expires on its own terms, is not renewed, or is terminated early by the Board in the exercise of its right under Section 3 above.

**8. License, Implementation, Maintenance, and Support:**

**8.1 License:** The Board shall obtain a non-exclusive, nontransferable, revocable, royalty-free (except for fees specified in this Agreement) license to use the software set forth in the Product Schedule ("Software") pursuant to the terms of the Software end user license agreement ("EULA"). The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software except as set forth in the applicable EULA. The Board shall not copy or knowingly permit the copying of the Software and associated documentation (other than as provided for under the applicable EULA) or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Software except as permitted under this Agreement and the EULA. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Software without the prior written consent of the Software's owner. The Board acknowledges and agrees Ricoh is only a reseller of the Software and has no right, title or interest in any third-party software. Customer is solely responsible for entering into the EULA with the applicable Software manufacturer. Copies of the EULA's applicable to this Agreement are attached and incorporated into this Agreement as Group Exhibit 7.

**8.2 Permissible Board Actions:** Except as otherwise prohibited under the EULA and the Agreement and subject to the limitations set forth herein, nothing in this Section shall prevent the Board, its employees and representatives from sharing reports and data generated from the Services with other vendors of the Board.

**8.3 Implementation:** Vendor shall provide installation, configuration, and implementation of the Software in accordance with the Software documentation.

**8.4 Maintenance:** During the term of this Agreement, Vendor shall be solely responsible for maintenance of the Software as described in the Agreement.

**8.5 Support:** Vendor shall provide support to the Board in the use of the Software as described in the Service Order and its exhibits.

**8.6 Controlling Agreement:** With respect to the Software, the applicable EULA is the controlling document and the Board shall be bound by the terms and conditions of the EULA.

**8.7 Compatibility and Data Flow:** Vendor shall provide commercially reasonable support to the Board and its other service providers as necessary in installing the Software in accordance with the EULA and applicable Software support and setup documentation. At all times, Vendor will use commercially reasonable efforts to cooperate and work as reasonably requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers. To the extent such work requires beyond what's contemplated under the Service Order, Ricoh reserves the right to adjust its pricing and fees to reflect any additional work required to integrate or coordinate with such other service providers. Such coordination shall include:

(a) **Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or**

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suspected root-cause of such problems. The Board shall use all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution;

- (b) Providing the necessary information concerning the Services;
- (c) Working with the Board's other service providers in the implementation and integration of the Services with the Board resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Services;
- (d) Providing reasonable access to and use of the Services; and
- (e) Performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this section.

In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the Board's third-party service providers (or by the Board itself), or within the scope of Services provided by Vendor, such particular service or function shall be considered to be a part of the Services hereunder if it is necessary and required for Ricoh to properly perform and deliver the agreed upon Services and it more reasonably would be associated with the scope of Vendor's Services than with the scope of the services to be provided by such other service providers. If any of the foregoing requires the disclosure of any proprietary information or confidential information of Vendor to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with Board, with terms substantially equivalent to those of this Agreement regarding the protection of Confidential Information. Ricoh reserves the right to require such third party service provider to execute a separate confidentiality agreement that is acceptable to Ricoh prior to the release of any Ricoh confidential or proprietary information to such third party.

Vendor shall have no obligation under this section to ensure that the Board maintains an active internet connection. Any unavailability of the Services due to the Board's lack of an internet connection, unless such lack of an internet connection is caused by Vendor or Vendor's Services, shall be the sole responsibility of the Board.

9. **Non-Appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify the Vendor and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services delivered to the date of notification shall be made to the Vendor except that no payment shall be made or due to the Vendor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

10. **Confidential Information, Use, Transmitting, Dissemination, Ownership, Unauthorized Access, Return, Survival:**

10.1 **Confidential Information:** In the performance of the Agreement, Vendor may have access to or receive certain information that is not generally known to others ("Confidential Information" or "CPS Data"). Such Confidential Information may include, but is not limited to Staff Data, Student Data, School Level Data (each as defined in Section 7.2 below), and volunteer data including, but not limited to: name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, Illinois Standards Achievement Test ("ISAT") scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household

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income or payroll information, college enrollment records, Free Application for Federal Student Aid ("FAFSA") information; and unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Vendor. Confidential Information shall not include: (i) information that is in the public domain; (ii) information that becomes a part of the public domain through no fault of the Vendor; (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating the confidentiality obligations of this Agreement or any other agreement with the Board.

**10.2 CPS Data:** Such information may include (i) "Student Data" comprised of (a) personally identifiable student level data, (b) de-identified student level data, or (c) aggregate level student data; (ii) "Staff Data" comprised of (a) personally-identifiable employee level data, (b) de-identified employee level data, or (c) aggregated employee level data; and (iii) "School Level Data" comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular CPS school and which is not Student Data or Staff Data. For purposes of this Agreement, any reference to Confidential Information shall be inclusive of Student Data, Staff Data, and School Level Data.

**10.3 Use of Confidential Information:** Vendor shall:

- (a) Only use Confidential Information for the sole purpose of providing the Services to the Board hereunder, and shall not disclose the Confidential Information except to those of its officers, agents, employees, and subcontractors who have a need to access the Confidential Information.
- (b) Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information shall be subject to the special requirements of FERPA, HIPAA and ISSRA as described in the Compliance with Laws Section below.
- (c) Any subcontractors engaged by Vendor in providing Services to the Board shall be required to assume obligations of secrecy equal to or greater than the obligations that Vendor has assumed in this Agreement with respect to the Confidential Information.
- (d) Not copy or reproduce in any manner whatsoever the Confidential Information of the Board without the prior written consent of the Board, except where required for its own internal use in accordance with this Agreement.

**10.4 Transmitting and Storing Confidential Information:** Vendor shall:

- (a) When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- (b) Only electronically transmit or mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). The Confidential Information shall only be mailed in accordance with the provisions of Section 10.4.1 above;
- (c) Not send, via mail or electronically, any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;

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- (d) Encrypt any and all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, tape, flash drives, etc. Vendor shall not leave Confidential Information in any electronic format unsecured and unattended at any time;
- (e) Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Vendor shall not leave Confidential Information unsecured and unattended at any time;
- (f) Vendor shall password protect any laptop or workstation that contains Confidential Information. Vendor shall not leave any laptop or workstation unattended without enabling a screen-lock or otherwise blocking access to the laptop or workstation. Vendor shall ensure that no password or other information sufficient to access a laptop or workstation containing Confidential Information is attached to or located near the laptop or workstation at any time.
- (g) Vendor shall ensure the security of the Confidential Information stored on the server by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, Vendor shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.

**10.5 Dissemination of Information:** Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. Vendor shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or materials, except as may be required by law or with the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Vendor's possession as a result of Services and/or materials provided under the Agreement, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

**10.6 Ownership:** Any and all Confidential Information provided by the Board shall at all times be and remain the property of the Board. Any and all intellectual property developed by the Board shall at all times be and remain the property of the Board. Nothing in this Agreement, including the Service Order, shall be construed to transfer, convey, restrict, impair or deprive Vendor of any of its ownership or proprietary interest or rights in technology, products, or intellectual property that existed prior to the provision of the Services under this Agreement or those that may be developed during the Term of the Agreement, provided that such do not use, incorporate, or otherwise rely on any Confidential Information or the Board's intellectual property. Vendor hereby grants to the Board a non-exclusive, worldwide, nontransferable royalty-free (except for fees specified in this Agreement) license to use any of Vendor's technology, products, or intellectual property incorporated in the Services only to the extent that may be necessary for the receipt of Services under this Agreement.

**10.7 Return or Destruction of Confidential Information:** Upon demand of the Board after termination of this Agreement for any reason or the expiration of this Agreement by its terms, Vendor will turn over or destroy if return is not feasible to the Board or its designee within five (5)



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business days of demand, all Confidential Information, including all records, indexes, metadata, property, materials, supplies, equipment owned or purchased by the Board, as well as completed or partially completed work analyses, data, documents, and any other information relating to this Agreement or the performance or furnishing of Services. Upon termination or expiration of the Agreement, Vendor shall return all electronic data files and indexing information to the Board in PDF, PDF/A, or TIFF or other format agreed upon by the parties. Vendor shall return all electronic records, data files, and indexing information so that each record is individually accessible and can be retained for retention periods required in the Board's current Application to Dispose of Records on file with the Cook County Local Records Commission. Upon expiration or termination of the Agreement, Vendor shall ensure that, after returning all Board records regardless of physical form or media to the Board, Vendor shall no longer retain any Board record information, regardless of physical form or media, including paper records, electronic data, indexing, and other information on Vendor's systems and that all copies of Board paper records and electronic data and indexes formerly maintained in Vendor's electronic records storage and management system are removed from all Vendor systems accordance with the Department of Defense Media Sanitation Guidelines (Department of Defense 5220.22M) or the National Institute of Standards and Technology (NIST) Data Sanitation Guidelines.

Notwithstanding anything set forth to the contrary, the parties acknowledge and agree that Vendor shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of Equipment serviced by Vendor, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Board may engage Vendor to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Agreement to the contrary: (a) Board is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection; (b) it is Board's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect Board's business or data retention, and any actions required to comply with such laws; (c) Vendor does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement; and (d) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Board.

**10.8 Unauthorized Use, Access or Disclosure of Confidential Information:** If Vendor has knowledge of any unauthorized use, access, or disclosure of the Board's Confidential Information, it shall notify the Board immediately, which in no event shall be longer than five (5) days from Vendor receiving notice of the unauthorized use, access or disclosure. In the event that such unauthorized use, access, or disclosure of Confidential Information is caused by the acts or omissions of Vendor, its employees, agents, and subcontractors, Vendor shall: (i) take prompt and appropriate action to prevent further unauthorized use, access, or disclosure; (ii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized use, access, or disclosure, including the discharge of the Board's duties under the law; and (iii) take such other actions as the Board may reasonably direct to remedy such unauthorized access, use, and disclosure, including, if required under any federal or state law, providing notification to the affected persons. Vendor agrees to indemnify the Board, its officers, directors, employees, agents, and subcontractors (the "Indemnified Parties"), from and against all claims, demands, liabilities, including reasonable attorneys' fees, costs of notification and mitigation to the extent required under applicable state or federal laws and regulations, incurred by the Indemnified Parties to the extent arising out of the unauthorized use, access or disclosure of Confidential Information that is caused by the acts or omissions of Vendor, its employees, agents, and subcontractors. Vendor shall have no liability to the extent that Vendor was acting at the direction of the Board's authorized representative or as specified in the Service Order and that such action caused the unauthorized use, access or disclosure of Confidential Information.

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10.9 **Employees, Agents, and Subcontractors:** Vendor agrees to cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.

10.10 **Injunctive Relief:** In the event of a breach or threatened breach of this Section, Vendor acknowledges and agrees that the Board may suffer irreparable injury not compensable by money damages and may not have an adequate remedy at law. Accordingly, Vendor agrees that the Board shall be entitled to seek immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

10.11 **Survival:** The indemnification and ownership provisions of this Section shall survive the termination or expiration of this Agreement, and the confidentiality obligations shall survive so long as Vendor retains the Confidential Information.

10.12 **Ricoh's Confidential Information.** To the extent permitted by law, the confidential information obligations set forth herein shall apply to the Board's use or access of Ricoh confidential information.

11. **Information Security Policy:** If at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with the Board's Information Security Policy, adopted September 25, 2013 (13-0925-PO3), as amended from time to time.

12. **Audit.** Audit provisions set forth in the Reference Contract are hereby modified for the purposes of this Agreement to include that the Vendor shall maintain records pertaining to the price it charges the Board for products purchased under this Agreement and the payments made by the Board. All records referenced above and all records required to be maintained as part of the Agreement shall be retained for five (5) years after completion of the Agreement and shall be subject to inspection and audit by the Board. If any audit, litigation or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until that proceeding is closed.

13. **Personnel: Criminal History Records Check:**

13.1 **Adequate Staffing:** Vendor must assign and maintain during the term of this Agreement and any renewal of it, an adequate staff of competent personnel that is fully equipped, trained, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If the Board determines, in its sole discretion, that any employee, subcontractor, or other person providing Services for Vendor is not performing in accordance with the performance standards or other requirements of this Agreement, then the Board shall have the right to direct Vendor to remove that person from performing Services under this Agreement. In the event of such a removal, Vendor shall be expected to have a replacement of such person in place and performing Services under this Agreement within ten (10) days after the removal.

13.2 **Criminal History Records Check:** Vendor represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("Records Check") conducted on all employees, agents, and subcontractors (collectively "Staff") who may have direct, daily contact with CPS students in accordance with the *Illinois School Code* (105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law* (730 ILCS 152/115); the *Murderer and Violent Offender Against Youth Registration Act* (730 ILCS 154/1 *et seq.*). It is understood and acknowledged that contact via text messages, live chats, e-mails, or through any other means shall be considered "contact" for the purposes of this Section. A complete Records Check includes the following:

- (a) Fingerprint-based checks through the Illinois State Police and the FBI;
- (b) A check of the Illinois Sex Offender Registry; and
- (c) A check of the Violent Offender Against Youth Database.

This Agreement shall be posted on the CPS website.

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law* or the *Murderer and Violent Offender Against Youth Registration Act*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Vendor understands and agrees that it shall not allow any of its Staff to have direct, daily contact with a CPS student until a Records Check has been conducted for that person and the results of the Records Check satisfy the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended.

Vendor shall periodically check the Illinois Violent Offender Against Youth Registry and the Illinois Sex Offender Registry for each Staff member who has direct daily contact with students and shall immediately remove any Staff member who may be identified on either registry.

It is understood and agreed that Vendor's non-compliance with this Section will constitute a material breach of the Agreement, and the Board will have the right to withhold payments due hereunder until Vendor remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Agreement or by law.

**13.3 Account Management:** Vendor must provide a single point of contact (Account Manager) who is assigned to oversee and manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting. Vendor shall also be required to have periodic meetings with the Department of Procurement personnel for reasonable contract review meetings as well as annual review at a time determined by the Department of Procurement. Vendor must support the Board with an appropriate number of personnel to meet the Board's needs.

**14. Representations and Warranties of Vendor:** Vendor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and the warranties set forth shall continue to be true and correct during the Term of this Agreement:

**14.1 Licensed Professionals.** Vendor is appropriately licensed under Illinois law to perform services required under this Agreement and shall perform no services for the Board for which a professional license is required by law and for which Vendor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

**14.2 Compliance with Laws.** Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to Vendor's performance of Services under this Agreement, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment and any others relating to non-discrimination. Further, Vendor shall take all commercially reasonable steps to insure that it remains in compliance with all Board policies and rules. Board policies and rules are available at [www.cps.edu](http://www.cps.edu).

**14.3 Good Standing.** Vendor is not in default and has not been deemed by the Board to be in default under any other Agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement.

**14.4 Authorization.** In the event Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Vendor is duly authorized by

This Agreement shall be posted on the CPS website.

Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor.

14.5 Financially Solvent. Vendor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to provide all Services and perform all obligations under this Agreement.

14.6 Gratuities. No payment, gratuity or offer of employment was made by or to Vendor in relation to this Agreement or as an inducement for award of this Agreement.

14.7 Contractor's Disclosure Form. The disclosures in the Contractor Disclosure Form that Vendor submitted to the Board are true and correct. Vendor shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

14.8 Intellectual Property: Vendor, in connection with providing the Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other proprietary right of any person. Vendor further represents and warrants to the Board that it will not infringe upon any trade secrets or confidential and proprietary information owned by any third party in performing the Services. Vendor shall have, without encumbrance, the right to promote, demonstrate, display, market, sell, license, or lease the Software and Services set forth herein to the Board for its use.

14.9 Assignment of Warranties: Vendor has the right, title and ability to assign or transfer and shall assign or transfer to the Board, as applicable and without recourse, any third-party warranties concerning the Products or Services provided under this Agreement from the manufacturer to the Board.

14.10 Business Requirements: Vendor will provide the Services in accordance with this Agreement and any scope of services set forth therein and will provide the Services in accordance with the technical requirements set forth in the Agreement.

14.11 Free of Computer Viruses: Vendor shall use commercially reasonable efforts consistent with that of a reseller of third party software to ensure that the Software and Equipment as defined in the Service Order and installed by Vendor does not contain any malicious code or computer viruses. Notwithstanding, the foregoing in no event shall Vendor be liable for any damages resulting from or related to any malicious code or computer viruses contained in any third party software and Vendor assumes no obligation to provide or install any anti-virus of similar software and the scope of services contemplated hereby does not include any such Services.

14.12 Not Alter Program: Vendor shall not, directly or through a third party, knowingly remove, alter, change, or interface with the Software or any other program for the purpose of preventing the Board from utilizing the Software or any other program except to the extent of non-payment or the Board's breach of the end user license.

14.13 No Disabling Code: Vendor shall not knowingly cause any disabling code to be incorporated into the Software.

14.14 Warranty of Title: The Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances. Vendor has the lawful right to dispose of and sell the Services, and Vendor shall warrant and defend its title against all claims, except nothing herein shall require Vendor to defend any claims for infringement of any third party software.

14.15 Prohibited Acts. Within the three (3) years prior to and as of the effective date of this Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any

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public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

14.16 **Debarment and Suspension.** Bidder certifies that it, each of its joint venture members if it is a joint venture, and each of its subcontractors, if any, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Vendor acknowledges that in performing the Services to the Board, Vendor shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy (08-1217-PO1) as amended.

15. **Non-Liability of Board Officials:** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Vendor, its members if a joint venture, or any subcontractors.

16. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The compensation set in the Pricing List is inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of the Vendor. The Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of the Vendor.

17. **Insurance:** Vendor, at its own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by the Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of services. Minimum insurance requirements are:

17.1 **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Contract with limits of not less than \$500,000 per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

17.2 **Commercial General Liability Insurance:** Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations, and defense. Vendor agrees to continue insurance meeting these requirements for a minimum of two years following termination or expiration of this Agreement, including any renewals. General liability insurance may not exclude coverage for sexual abuse and/or molestation.

17.3 **Automobile Liability Insurance:** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with services to be performed, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

17.4 **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence, which will provide additional limits for employers', general and automobile liability insurance and shall cover the Board and its employees subject to that of the primary coverage.

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17.5 Additional Insured: Vendor shall have its General and Umbrella Liability Insurance policies endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board.

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Vendor for any services or Services if satisfactory proof of insurance is not provided by Vendor prior to the performance of any services or delivery of any Services. The Certificate must provide 30 days prior written notice of cancellation or non-renewal be given to:

Risk Management  
Board of Education of City of Chicago  
42 W. Madison  
Chicago, Illinois 60602

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of the Vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the Agreement requirements. Vendor's failure to carry or document required insurance shall constitute an Event of Default. In the event Vendor fails to fulfill the insurance requirements of this Agreement, the Board reserves the right to stop services or delivery of Services until proper evidence of insurance is provided, or this Agreement may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Vendor. Any insurance or self-insurance programs maintained by the Board do not contribute with insurance provided by Vendor under this Agreement.

The coverages and limits furnished by Vendor in no way limit Vendor's liabilities and responsibilities specified within this Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement, if any, or any limitation that might be placed on the indemnity in this Agreement given as a matter of law.

Vendor agrees that insurers waive their rights of subrogation against the Board.

Vendor must register with the insurance certificate monitoring company designated by the Board stated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Vendor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The **initial** annual monitoring fee is currently Twelve 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, Vendor will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

**Certificate Monitoring Company:**  
Topiary Communications, Inc.  
676 N. LaSalle – Suite 230  
Chicago, Illinois 60654  
Phone – (312) 494-5709  
Email – [dans@topiarycomm.net](mailto:dans@topiarycomm.net)

This Agreement shall be posted on the CPS website.

**Website for online registration, insurance certificate submissions and annual fee payments:** URL – <http://www.cpsvendorcert.com>

18. **Illinois Law Governs:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out of or relating to or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on Vendor may be made by either registered or certified mail addressed to: CT Corporation Systems, 208 South LaSalle Street, Suite 814, Chicago, Illinois 60604. If any action is brought by the Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

19. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party. Vendor may assign the Lease Agreement (but not Vendor's obligations to the Board, which at all times remains with the Vendor), in whole or in part, as collateral or otherwise, without the written consent of the Board. Vendor shall provide notice to the Board when such assignment changes the name and address for remittances. In such an event, any claims, defenses or rights for such assignee and the Board shall be determined by the terms of the Lease Agreement.

20. **Events of Default; Remedies:**

20.1 **Events of default** ("Events of Default") include without limitation the following:

- (a) Any material misrepresentation by either party in the inducement or the performance of the Agreement.
- (b) Breach of any term, condition, representation, or warranty made by either party in the Agreement.
- (c) Failure of either party to perform any of its obligations under this Agreement including without limitation the following:
  - i. Failure to supply any of the products identified herein at the time fixed for performance and in the manner specified herein;
  - ii. Failure to maintain sufficient personnel and equipment or sufficient material to assure timely delivery of the Services;
  - iii. Failure to supply the Services in a manner reasonably satisfactory to the Board or its Chief Procurement Officer;
  - iv. Failure to promptly re-supply, within a reasonable time and at no cost to the Board, Services that were determined by the Board to be defective or failing to meet the specifications;
  - v. Discontinuance of the Services for reasons within Vendor's reasonable control;
  - vi. Failure to comply with any terms of this Agreement, including but not limited to the provisions regarding insurance and non-discrimination, and any other acts or omissions specifically stated in this Agreement as constituting an Event of Default; or
  - vii. Failure to pay amount due under this Agreement.
- (d) Assignment by either party for the benefit of creditors or consent to the appointment of a trustee or receiver or the filing by or against either party of any petition or proceeding under any bankruptcy, insolvency or similar law.

20.2 **Remedies:** The occurrence of any Event of Default which a party fails to cure within fifteen (15) calendar days (or, with respect to the Vendor's Default, such other period as the Chief

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Procurement Officer may authorize in writing) after receipt of written notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within said cure period after notice, a party fails to commence and continue diligent efforts to cure in the sole opinion of the non-defaulting party, may permit the non-defaulting party to declare the other party in default. Whether to declare a party in default is within the sole discretion of the other party. In the event of the Vendor's Default, written notification of an intention of the Chief Procurement Officer to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Vendor's receipt of such notice or on the date set forth in the notice, whichever is later.

When this Agreement has been terminated in accordance with the above, the non-defaulting party may invoke any or all of the following remedies:

- (a) Terminate this Agreement, in whole or in part, as to any or all of the Services yet to be provided, effective at a time specified by the Board.
- (b) The right to suspend the delivery of the Services for the 15 day cure period if the default results from Vendor's actions or failure to act that affects the safety or welfare of students or Board staff;
- (c) Seek specific performance, an injunction, or any other appropriate equitable remedy.
- (d) Deduct from any money owing to Vendor any and all damages incurred as a result or in consequence of an Event of Default.
- (e) Seek money damages.
- (f) Deem Vendor non-responsible in future contracts to be awarded by the Board, pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended.

The Board may elect not to declare Vendor in default or may elect not to terminate this Agreement. If the Board permits Vendor to continue to provide Services despite one or more Events of Default, Vendor is not relieved of any responsibilities, duties or obligations under this Agreement or of consequences of the Events of Default, and the Board will not be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each remedy is in addition to any other remedies, existing now or hereafter at law, in equity, or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and each right and power may be exercised from time to time and as often as may be deemed to be expedient.

If the Board's election to terminate this Agreement for default is determined by a court of competent jurisdiction to have been wrongful, then the termination is deemed to be an early termination as described in the Early Termination Section.

21. **M/WBE Program:** Vendor acknowledges that it is familiar with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts and agrees to use reasonable commercial efforts to comply with the applicable provisions of such program.

22. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) one day after deposit with a



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commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

**IF TO THE BOARD:** Board of Education of City of Chicago  
Chief Procurement Officer  
42 West Madison  
Chicago, IL 60602

Copy to: Board of Education of City of Chicago  
General Counsel  
One South Dearborn, 9<sup>th</sup> Floor  
Chicago, IL 60602

**IF TO VENDOR:** RICOH USA, Inc.  
101 N. Wacker Drive, Suite 250  
Chicago, Illinois 60606  
Attn: Christian Erickson

Copy to: RICOH USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355  
Attn: Legal Department

23. **Right of Entry:** Vendor and any of its officers, employees, subcontractors or agents, providing Services hereunder shall be permitted to enter upon Board property in connection with the provision of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Vendor shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with this Agreement. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

24. **Non-Discrimination:** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin. Vendor shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et. seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et. seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et. seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et. seq.*; the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 *et. seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et. seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et. seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et. seq.*; the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended; and all other applicable federal, state, county, and municipal statutes, regulations and other laws.

25. **Minimum Wage:** Vendor must comply with the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago

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Mayoral Executive Order 2014-1. As of December 17, 2014 the minimum wage to be paid pursuant to the Resolution is \$13.00 per hour (the "Minimum Wage"). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>; the Board's Resolution may be downloaded from the Chicago Public School's website at: [http://www.cpsboe.org/content/actions/2014\\_12/14-1217-RS2.pdf](http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf). In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Vendor must: (i) pay its employees no less than the Minimum Wage for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Vendor's operations, does not directly relate to the Services provided to the Board under the Agreement, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that collective bargaining agreement was in force prior to December 17, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then Vendor must pay the prevailing wage.

**26. Entire Agreement and Amendment:** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

**27. Change Management Process:** During the Term of this Agreement, the parties may determine that change(s) to the Service Order or other terms of this Agreement is necessary. In such an event, the parties shall determine if the proposed change amounts to a material revision as described in this Section before determining how that change will be documented. A material revision includes but is not limited to: (i) increasing the compensation to be provided during the Term of this Agreement beyond the Total

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Maximum Compensation identified in this Agreement, as may be amended; (ii) substantial reduction in the Products and Services to be provided; (iii) substantial expansion of the Products and Services to be provided beyond the Products and Services authorized by the Board in this Agreement; (iv) modification to or amendment of any legal terms and conditions; or (v) extending the time of delivery of Products and performance of Services beyond the time period approved by the Board. A material revision requires a written amendment to the Agreement approved by the Board and the Board's General Counsel. If the proposed change does not amount to a material revision, the Board's Chief Information Technology Officer and Vendor's authorized representative shall agree in writing to Change Orders before the changes take effect. All Change Orders shall contain a detailed written description of the change in the Products and Services and any associated price change. Any Products and Services provided pursuant to a Change Order will be subject to and comply with the terms of this Agreement. Any change to the terms of the Agreement that are made in contravention of this process shall be void.

28. **Authority:** Vendor understands and agrees that Vendor is not an authorized representative of the Board. All agreements and approvals (written or verbal) must be made by the authorized representative of the Board.

29. **Conflict of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

30. **Indebtedness:** The Vendor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

31. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Vendor or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

32. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

33. **Waiver:** No delay or omission to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time as often and as may be deemed expedient.

34. **Survival Severability:** The rights and obligations under this Agreement which by their nature would continue beyond termination or expiration of the Agreement, including the indemnity obligations contained herein shall survive termination. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable or illegal, such provision will be severed; and the entire Agreement will not fail, but the balance of this Agreement will continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision that most nearly effects the intent of the parties in entering into this Agreement.

35. **Freedom of Information Act.** Vendor acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws. Vendor further acknowledges that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor has identified specific information as trade secrets and commercial or financial information where disclosure may cause competitive harm and claims that such information falls within a FOIA exemption. The Board shall redact those portions of the Agreement designated as trade secrets or proprietary information and Vendor acknowledges that the redacted Agreement shall be posted on the Board's website at [www.cps.edu](http://www.cps.edu). Vendor agrees to defend, indemnify, and hold the Board harmless from

This Agreement shall be posted on the CPS website.


and against any loss, damage, expense, penalty, or cost, including any and all legal fees, sought in every claim or suit of any kind arising out of the Board redacting those portions of the agreement designated as trade secrets or proprietary information.

36. **Counterparts and Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

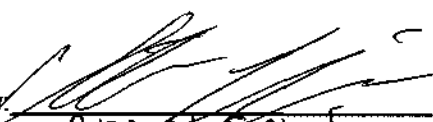
**BOARD OF EDUCATION  
OF THE CITY OF CHICAGO**

By:   
Frank M. Clark  
President


By:  9/10/15  
Estela Beltran  
Secretary


Date: 9/10/15

**RICOH USA, INC.**

By:   
Name: CHRISTIAN BECKEN  
Title: MARIST VILLAGE PRESIDENT  
Date: SEPT 03 2015

Board Report No: 15-0527-PR8  
15-0826-AR2-35

Approved as to legal form: 

  
James L. Bebley  
General Counsel

---

**Attachments:**

- Group Exhibit 1: Reference Contract
- Exhibit 2: Enterprise Services Order for CPS Managed Print Services (redacted version)
- Exhibit 3: CPS Lease Agreement
- Exhibit 4: Lease and Maintenance Only Product Schedule
- Exhibit 5: Sample Equipment Maintenance Agreement
- Exhibit 6: Pricing Exhibit for Products Purchased/Leased outside MPS Program
- Group Exhibit 7: End User License Agreements for Print Control Software and Device Manager NX

**Group Exhibit 1**

**to Products and Services Agreement  
between Board of Education of City of Chicago  
and Ricoh USA, Inc.**

**(District-Wide MPS Program and Sale/Lease of Devices)**

**U.S. Communities Master Agreement and Amendments  
("Reference Contract")**



**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



**COMPETITIVE SOLICITATION**

**BY FAIRFAX COUNTY**

**FOR**

**LEASE OR PURCHASE OF MULTIFUNCTION DEVICES, MANAGED PRINT  
SERVICES AND ANY OTHER RELATED PRODUCTS, SERVICES AND SOLUTIONS**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**

**GOVERNMENT PURCHASING ALLIANCE**

**RFP # 2000000264**

## PRE-PROPOSAL CONFERENCE

RFP2000000264

An optional pre-proposal conference will be held on May 30, 2012 at 9:00 am local time at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 120 (Back of Cafeteria), Fairfax, Virginia. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the Contract Specialist, Teena L. Stewart at [dpsmteam1@fairfaxcounty.gov](mailto:dpsmteam1@fairfaxcounty.gov) prior to the pre-proposal conference.



# FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
12000 GOVERNMENT CENTER PARKWAY, SUITE 427  
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

<b>ISSUE DATE:</b> May 11, 2012	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP2000000264	<b>TITLE:</b> Multi-Function Devices and Related Services
<b>DEPARTMENT:</b> Information Technology (DIT)	<b>DUE DATE/TIME:</b> June 19, 2012 @ 2:00 P.M.	<b>CONTRACT SPECIALIST:</b> Teena L. Stewart 703.324.3227; <a href="mailto:teena.stewart@fairfaxcounty.gov">teena.stewart@fairfaxcounty.gov</a>

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

**Note:** Fairfax County does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No. (Sole Proprietor)

Prompt Payment Discount: \_\_\_% for payment within \_\_\_ days/net \_\_\_ days

State Corporation Commission (SCC) Identification No.

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

**BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE:**  LARGE (Y)  SMALL (B)

MINORITY-OWNED SMALL (X)  MINORITY OWNED LARGE (V)  WOMEN-OWNED SMALL (C)

WOMEN OWNED LARGE (A)  NON PROFIT (9)

CHECK ONE:  INDIVIDUAL  PARTNERSHIP  CORPORATION

State in which incorporated: \_\_\_\_\_

Vendor Legally Authorized Signature

Date

Print Name and Title

Secretary

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) rev 12/10





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## OVERVIEW

### 1. MASTER AGREEMENT

Fairfax County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Lease or Purchase of Multifunction Devices, Managed Print Services, and Other Related Products, Services and Solutions (herein "Products and Services").

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE REQUESTED BY PARTICIPATING PUBLIC AGENCY.

### 2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

### 3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest possible selection of LEASE OR PURCHASE OF MULTIFUNCTIONAL DEVICES, MANAGED PRINT SERVICES AND ANY OTHER RELATED PRODUCTS, SERVICES AND SOLUTIONS they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following:

- a. **Multifunctional Devices** – The complete catalog of products, accessories, and supplies available from the Supplier; including but not limited to wide format, high production, fax, printers, and scanners for lease or purchase.

- b. **Managed Print Services** - Supplier to provide outsourced management for a fleet of devices to include initial assessment, ongoing optimization of device deployment to maximize productivity and reduce costs, life-cycle management of devices, device repair and maintenance, supplies replenishment and proactive supplies replenishment, help desk support, on-site technical support, education and end-user training, real time hard copy fleet usage monitoring and reporting, formalized reporting on operations, and any other services required for the management of print services.
  
- c. **Related Products, Services and Solutions** – The complete range of Products, Services, and Solutions such as analysis, inventory control, planning, software solutions, network solutions, third party integration related to the purchase or lease of items, fleet management, overflow printing services, legal document services or any other Products, Services and Solutions offered by Supplier.

**U.S. COMMUNITIES**

**4. U.S. COMMUNITIES**

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

**National Sponsors**

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (herein "National Sponsors").

**Advisory Board**

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

**Current U.S. Communities Advisory Board Members**

- |                                     |                                       |
|-------------------------------------|---------------------------------------|
| North Carolina State University, NC | Hillsborough Schools, FL              |
| City of Los Angeles, CA             | City of Houston, TX                   |
| Cobb County, GA                     | Los Angeles County, CA                |
| Denver Public Schools, CO           | Maricopa County, AZ                   |
| Fresno Unified School District, CA  | Miami-Dade County, FL                 |
| City and County of Denver, CO       | Salem-Keizer School District, OR      |
| Hennepin County, MN                 | City of San Antonio, TX               |
| Emory University, GA                | San Diego Unified School District, CA |
| Fairfax County, VA                  | City of Seattle, WA                   |
| Harford County Public Schools, MD   | Great Valley School District, PA      |
| City of Kansas City, MO             |                                       |

**Participating Public Agencies**

Today more than 50,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.2 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Fairfax County is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached to this U.S. Communities portion of the RFP (Request for Proposal) as Exhibit 4, titled "Master Intergovernmental Cooperative Purchasing Agreement".

#### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$400 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Fairfax County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2011 purchased more than \$85 Million Dollars of products and services from existing U.S. Communities contracts.

#### **Marketing Support**

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

#### **Marketplace**

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

**Multiple Awards**

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

**Evaluation of Proposals**

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

## SUPPLIER QUALIFICATIONS

### 5. SUPPLIERS

#### **Commitments**

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(vi) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vi) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.



(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S.

Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: [uscommunities@\(name of supplier\).com](mailto:uscommunities@(name of supplier).com).

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

**U.S. Communities Administration Agreement**

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Exhibit 5), titled "Administration Agreement) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

**The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.**

**SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.  
YES \_\_\_ NO \_\_\_
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?  
YES \_\_\_ NO \_\_\_
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 50 U.S. states?  
YES \_\_\_ NO \_\_\_
- D. Did your company have sales greater than \$100 million last year in the United States?  
YES \_\_\_ NO \_\_\_
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?  
YES \_\_\_ NO \_\_\_
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?  
YES \_\_\_ NO \_\_\_
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?  
YES \_\_\_ NO \_\_\_
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES \_\_\_ NO \_\_\_
- I. Will your company commit to the following program implementation schedule?  
YES \_\_\_ NO \_\_\_
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?  
YES \_\_\_ NO \_\_\_

Submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

New Supplier Implementation Checklist	Target Completion After Award
<b>1. First Conference Call</b>	
Discuss expectations	One Week
Identify/Establish key contact people & roles	One Week
Outline kickoff plan	One Week
<b>2. Second Conference Call</b>	
Review Contract Commitments	One Week
<b>3. Executed Legal Documents</b>	
U.S. Communities Admin Agreement	One Week
Lead Public Agency agreement signed	One Week
<b>4. Supplier Login Established</b>	
Complete Supplier enrollment form	One Week
Create user account & user ID - Communicate to Supplier	Two Weeks
<b>5. Initial NAM &amp; Staff Training Meetings</b>	
Discuss expectations, roles & responsibilities	Two Weeks
Introduce and review web-based tools	Two Weeks
Review process & expectations of Lead Referral contact with NAM & Identified LRC	Two Weeks
<b>6. Senior Management Meeting</b>	
Implementation Process Progress Report	Three Weeks
U.S. Communities & Vendor Organizational Overview	Three Weeks
Supplier Manager to review & further discuss commitments	Three Weeks
<b>7. Review Top Joint Target Opportunities</b>	
Top 10 local contracts	Four Weeks
Review top U.S. Communities PPA	Four Weeks
<b>8. Program Contact Requirements</b>	
Supplier contacts communicated to U.S. Communities Staff	One Week
Dedicated email	One Week
Dedicated toll free number	One Week
Dedicated fax number	One Week
<b>9. Web Development</b>	
Initiate IT contact	One Week
Initiate E-Commerce Conversation	One Week
Begin website construction	Two Weeks
Website final edit	Six Weeks
User ID upload to U.S. Communities site	Six Weeks
<b>10. Sales Training &amp; Roll Out</b>	
Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Three Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks
<b>11. Marketing</b>	
General announcement	Six Weeks
1 Page Summary with Supplier contacts	Six Weeks
Branding of program	Six Weeks
Supplier handbook	Six Weeks
Announcement to AB and Sponsors	Six Weeks

**SUPPLIER INFORMATION**

Please respond to the following requests for information about your company:

**Company**

1. Total number and location of sales persons employed by your company in the United States;

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
<b>Total: 366</b>		

2. Number and location of distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2009, 2010 and 2011 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2009, 2010, AND 2011			
Segment	2009 Sales	2010 Sales	2011 Sales
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

**Distribution of Products**

1. Describe how your company proposes to distribute the products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. State the company's standard delivery time and any options, for expediting delivery and return policies.
6. State restocking fees for products returned after thirty days.

**Delivery of Managed Print Services**

1. Describe how your company proposes to administer Managed Print Services nationwide.
2. Identify all other companies that will be involved in the management and execution of Managed Print Services to the end user.
3. Provide the number and location of branches, dealers and distributors as applicable.
4. State the company's delivery timeframes by phase from assessment through to the implementation of Managed Print Services.

**Marketing**

1. Outline your company's plan for marketing the Products, Services and Solutions to State and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
  - a. \$\_\_\_\_\_.00 will be transitioned in year one.
  - b. \$\_\_\_\_\_.00 will be transitioned in year two.
  - c. \$\_\_\_\_\_.00 will be transitioned in year three.
5. Explain how your company proposes to resolve any complaints, issues or challenges.
6. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management along with key executive personnel that will be supporting the program.



**Products, Services and Solutions**

1. Provide a description of the Products, Services and Solutions to be provided by the major categories set forth in Introduction and Background, Overview, Section 3, and Special Provisions, Section 6 of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of products, services and solutions as appropriate for their needs.
2. Describe any special programs that your company offers that will improve customers' ability to access products, services, solutions, on-time delivery or other innovative strategies.
3. Specify guaranteed delivery time from date of order by product category specified in Sections 3 and 6.
4. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
5. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Lease or Purchase of Multifunction Devices, Managed Print Services, and Other Related Products, Services and Solutions.

**Managed Print Services**

1. Assessment - Describe how you assess a Participating Public Agency's needs for Managed Print Services. Include any details on your company's requirements for any assessments.
2. Implementation – Describe your implementation process, including any details on your company's requirements for implementation.
3. Training – Describe your training process both at the beginning of an implementation and on-going.
4. Fleet management – Describe your process for fleet management. What are the options available for fleet management, such as on-site full-time, part-time, first service responder, consumables management, etc. Include how you would manage legacy installed devices from other manufacturers.
5. Service/Help Desk Integration – Describe your capability to staff an on-site service/help desk at a Participating Public Agency's location.
6. Consultant/Professional Services – Describe any professional services you offer.
7. Maintenance – Describe your company's ability to perform break/fix services. Include a listing of all manufacturers your organization can and cannot service. In addition, how do you handle meter collection?
8. Additional Value Added Services – Describe any other Managed Print Services you offer.
9. Provide all proposed terms and conditions associated with Managed Print Services.

**Quality**

1. Describe your company's quality control processes from manufacture through delivery and installation.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

**Administration**

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).
5. Describe the capacity of your company to report monthly sales of product under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your company to report monthly sales of Managed Print Services and any other services and solutions under the Master Agreement by Participating Public Agency within each U.S. state. Provide a practical example to demonstrate company's ability.
7. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

**National Staffing Plan**

A staffing plan is required which describes the Supplier's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project.

**Environmental**

1. Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.
2. What is your company's environmental strategy?
3. What is your investment in being an environmentally preferable product leader?
4. Do you have any resources dedicated to your environmental strategy? Please describe.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

**Additional Information**

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

## SPECIAL PROVISIONS

### **1. SCOPE OF CONTRACT:**

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals from qualified Offerors to establish a contract or contracts through competitive negotiation with the County of Fairfax, Virginia (Fairfax County Government hereinafter referred to as: the "County", "FCG", and, "Fairfax"; Fairfax County Public Schools hereinafter referred to as the "County", the "Schools", "FCPS", and "Fairfax") for the provision of;
- 1.2. Multi-function Devices (MFD's a.k.a. Multi-function Printers (MFP's), Copiers, etc.) - The complete catalog of products, accessories and supplies available from the Manufacturer (or authorized dealers); including but not limited to; wide format, high production, digital duplicators, fax, printers, and scanners for lease or purchase.
- 1.3. Managed Print Services – Supplier to provide outsourced management for a fleet of devices to include initial assessment, ongoing optimization of device deployment to maximize productivity and reduce costs, life-cycle management of devices, device repair and maintenance, supplies replenishment and proactive supplies replenishment, help desk support, on-site technical support, education and end-user training, real time fleet usage monitoring and reporting, formalized reporting on operations, and any other services required for the management of print services.
- 1.4. Related Products, Services and Solutions – The complete range of Services, Support, and Software, available from Supplier such as, but not limited to: analysis, inventory control, planning, software solutions, network solutions, fleet management, overflow printing services, legal document services, document scanning, and 3rd party integration related to the purchase, lease, or rental of items listed herein, as well as any other products, services and solutions offered by Supplier..
- 1.5. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the County, taking into consideration technical compliance, functionality, price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to award the contract in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the County as a result of this solicitation. As a contingency plan the County may name a secondary and tertiary Offeror who may remain inactive for the life of the contract unless the primary Offeror fails to perform. If the primary Offeror fails to perform, the County, at its discretion, may activate the named secondary and/or tertiary Offeror to replace the primary Offeror.

### **2. MINIMUM PRE-QUALIFICATIONS: Each Offeror must complete the QUALIFICATION AND REFERENCE SUMMARY in Exhibit 2.**

- 2.1. Offerors at a minimum must meet the following pre-qualifications for their proposal to be considered. Additional qualifications are stated later in this RFP.
- 2.2. Minimum of five (5) years contiguous experience implementing complete end-to-end Offeror staffed and operated turnkey MFD and/or Production Printing solutions of a similar nature and magnitude to that being requested, preferably in the public sector (state/local government) in the United States.
- 2.3. Not more than three (3) years since last successful implementation of complete end-to-end Offeror provided and operated turnkey MFD and/or Production Printing solution of similar size and complexity.
- 2.4. Not terminated for cause from any MFD and/or Production Printing solution implementation in the past three (3) years. If terminated for cause within the last three (3) years provide detailed explanation and direct contact information of person(s) responsible for terminating the contract.
- 2.5. Offer must be authorized by the manufacturer(s) during the last three (3) years to sell and service all proposed solutions and provide evidence of such.

## SPECIAL PROVISIONS

### 3. PRE-PROPOSAL CONFERENCE:

- 3.1. A(n) optional pre-proposal conference will be held on May 30, 2012 at 9:00 A.M. in the Fairfax County Government Center, Conference Room 120 (Back of Cafeteria), 12000 Government Center Parkway, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 3.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [teena.stewart@fairfaxcounty.gov](mailto:teena.stewart@fairfaxcounty.gov).

### 4. CONTRACT PERIOD AND RENEWAL:

- 4.1. This contract will begin on July 1, 2012, or date of award, whichever is later, and terminate on June 30, 2016. This contract may be renewed for no more than six (6) years, one year at a time or any combination thereof, as mutually agreed upon. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department.
- 4.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. **BACKGROUND:** Fairfax County is located in the northeast corner of Virginia; Fairfax County covers ~400 square miles, and is the most populous county in Virginia. In 2010 its population was over 1 million, making the County equivalent to the 10th largest city in the United States. Fairfax County, Government and Schools, has a combined budget of ~\$9 million annually for a complete turn-key MFD solution.

- 5.1. **Fairfax County Government (FCG)** is headquartered at its Government Center, located at 12000 Government Center Parkway, Fairfax, Virginia. In addition to this main complex, there are more than 300 locations throughout the County's ~400 square miles. Additional information about the County can be obtained from the County's website ([www.FairfaxCounty.gov](http://www.FairfaxCounty.gov)).
  - In 2000 the County Authorized DIT MFD Program was established as part of an overall IT portfolio serving Agency's Countywide. Since that time The MFD Program has grown and matured into a successful, fine-tuned, and intelligent MFD solution never before seen, in terms of size and complexity for a local government, winning attention, recognition and awards from the County and industry.
  - Average MFD volume for FY'11 was approximately 4 million impressions (impressions/pages/prints/clicks/copies) per month or 49 million impressions annually. This is more than a 15% reduction over FY'10 as a direct result of mandating duplex output and implementing a secure print release solution. We do however anticipate this volume to increase slightly as the County moves toward a managed print solution supplanting costly, less efficient desktop/network printers and driving their volume through MFD's. This volume is exclusive to the County's MFD program and does not include; desktop or network printers, Fairfax County Public Libraries, or Fairfax County Public Schools.
  - MFD's can be found in diverse locations throughout the County (including one in Richmond, VA) from large campuses to small leased office space, centralized public safety facilities to

**SPECIAL PROVISIONS**

remote group homes, each with various types of operating environments, networks, MFD models, and business requirements.

- The County Authorized DIT MFD Fleet is a complete turn-key solution providing all MFD's and related equipment (integrated and standalone), support, maintenance, supplies, software, related services and solutions. Software solutions include; NSI AutoStore 6.x for document capture and workflow automation, RightFax 10.x for FoIP, Equitrac Office 4.x for cost accounting and secure print management, and Ricoh @ Remote Enterprise Pro with @ Remote connector for diagnostics, configuration, monitoring, and reporting.
- As of April 2012 the County leases the following Multi-Function Devices under a single co-terminus agreement;

SEGMENT	SPEED	QUANTITY
3 – Color	31 – 40 ppm	40
4 – Grayscale	41 – 69 ppm	360
4 – Color	41 – 69 ppm	10
5 – Grayscale	70 – 90 ppm	90
<b>TOTAL</b>		<b>500</b>

- 5.2. **Printing Services** is responsible for Production Print operations provided to County Agencies including: Board of Supervisors, County Executive, Fairfax County Public Schools, Fire and Rescue, Libraries, Management & Budget, Parks, Police, Public Works and Environmental Services, and Sheriff. Typical documents produced by Printing Services include:

- Variable Data Printing (Invoices, Retirement Statements, custom letters, postcards and addressing)
- Books, booklets, and manuals of various types, sizes, and bindings (Stapled, Saddle Stitched, GBC and Coil bound)
- Miscellaneous reports, fliers, forms, etc.
- Newsletters

In FY11 Printing Services produced ~14.3 million grayscale impressions, peak months reaching ~2 million, and 1.5 million color impressions peak months reaching ~300,000. Critical documents responsible for a portion of these impressions include; Police warrants of arrest or missing persons, Agency annual reports, County and Schools Budget Books, Board of Supervisors Agenda Packages, and Department of Planning and Zoning Staff Reports.

- 5.3. **Fairfax County Public Schools (FCPS)** district encompasses Fairfax County with the exception of schools in the independent cities of Alexandria and Falls Church. It serves approximately 175,000 K-12 students for over 13 percent of all students in the Commonwealth of Virginia. FCPS is the largest school division in Virginia and the twelfth largest in the nation, by enrollment. Currently, there are 245 schools and centers in the district. There is approximately 22,000 full-time staff. For more information about FCPS, visit the website (<http://www.FCPS.edu>).

- For additional FCPS technical environment and architecture information see Exhibit 3.
- Estimated annual impressions are 160 million.
- As of January 2012, FCPS possess the following Equipment, unless otherwise noted:

SEGMENT	SPEED	QUANTITY
1 – Grayscale	0 – 20 ppm	137
2 – Grayscale	21 – 30 ppm	75
3 – Grayscale	31 – 40 ppm	591
4 – Grayscale	41 – 69 ppm	589

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5 – Grayscale	70 – 90 ppm	8
6 – Grayscale	91 and above ppm	63
Color MFD's	N/A	10
Coin-op	N/A	9
Production	155 ppm	1
Digital Duplicators	N/A	180
Wide Format	N/A	2
<b>TOTAL</b>		<b>1665</b>

**6. STATEMENT OF REQUIREMENTS:**

- 6.1. **FAIRFAX COUNTY GOVERNMENT Enterprise Information Technology Environment Overview –** The County developed an approach to its IT architecture that maximizes the return on IT investments and emphasizes and ensures reliability, scalability, and security, while promoting standards-based acquisition that can be adapted across the enterprise. The County has adopted a simplified greening approach to its landscape by promoting smart technologies that can both improve the efficient performance and reduce the energy consumed when the computer is in an inactive state. The strategy includes the use of virtualization through consolidation for most pre-production environments. DIT operates a central, enterprise-wide technology infrastructure that includes communication networks, server and client platforms, operating systems, software, databases, enterprise email and messaging systems, (i.e., office productivity, collaboration), document imaging platform, storage platform, and other supporting software and tools (i.e., middleware integration, security, system management, and performance monitoring) to implement and support line of business applications. In addition, the technology infrastructure is the base for providing essential services (i.e., authentication, storage, file sharing, network addressing, directory, remote access, etc.) that are necessary to implement technology solutions that address validated business and technical requirements and allow for efficient integration of additional infrastructure services and new technologies into the enterprise. Providers should reference these standards when developing responses to IT system solicitations. The IT Plan is available at <http://www.FairfaxCounty.gov/DIT/ITPlan/>.

- 6.1.1. **MFD PROGRAM OVERVIEW –** FCG desires a holistic end-to-end Offeror staffed and operated turnkey solution for the County authorized MFD (Multi-Function Device) Fleet to include MFD's, all related hardware (integrated and standalone), support, maintenance and supplies, software, related services and solutions. A hybrid model will also be considered where the County may opt to directly or indirectly and at various levels, support Offeror provided solutions. Either solution can be accomplished through a mix of dedicated on-site, in-field, and remote support personnel.

As part of the turnkey solution, software is needed for; transactional-based document capture and workflow automation, cost accounting, secure print management, user authentication (AD/LDAP) monitoring/reporting/diagnostics/configuration tool, as well as any value-added services to assist with fleet transition and life-cycle management. Security, environmental impact, and cost savings are also important elements that should be addressed. County employees need the ability to remotely send documents from a computer or mainframe session to the MFD's which are connected to the County's TCP/IP network. In the County's Microsoft Active Directory environment, print servers will be built on VMware virtual servers running Microsoft Windows Server 2008 R2 64-bit. County employees also need the ability to walk up to the MFD to release secure print jobs and perform copy, scan, and fax functions. Solutions should be easily implemented, supported, and maintained with minimal interruption to the services the County provides its customers, while meeting a variety of requirements now and providing the necessary architecture for the County's future needs. Offeror will provide full detailed technical specifications for each piece of equipment or software proposed. All solutions should be tested and proven in a like sized organization and environment prior to implementation in the County and should be plug-and-play from day one and deemed satisfactory by an authorized Fairfax County representative.

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The majority of the fleet will be comprised of segment 4 (41–69 impressions per minute (ipm)) for use in office suites, and segment 5 (70–90 ipm) for use in dedicated copier rooms. Segments 2 (21–30 ipm), 3 (31–40 ipm), and 6 (91 ipm and over) will also be considered. In addition there may be a need for MFD's with coin operation and book copying features. Allotted impressions per device will be pooled across the fleet and unused impressions in the pool will be rolled over from month to month and year to year. Solutions offered must meet the County's current and near term needs.

- 6.1.2. **MFD HARDWARE REQUIREMENTS** – Hardware is the very core of the MFD Fleet and each device will be connected to the County's TCP/IP network, should be reliable, easy to use, intuitive, and perform all industry standard functions including print (duplex output required), copy, scan, and fax (over phone line or IP). Uptime is important therefore key performance indicators such as; mean-time between failures, number of impressions between scheduled maintenance, recommended monthly volume, and the like should be discussed. True concurrency/multi-tasking across all functions simultaneously is desired and should be explained in detail (explain job interrupt feature also). Offeror advertised print/copy/scan/fax speeds will be tested for accuracy including through all attached finisher and optional components, so known discrepancies should be indicated and explained by offeror in the technical response. Industry awards from BERTL (Business Equipment Research and Test Laboratories), BLI (Buyers Laboratory Inc.), and the like should be cited.

All hardware must be 100% new equipment delivered in the manufacturers' original packaging and carrying the manufacturers' full warranty. Used, rebuilt, refurbished, remanufactured, newly manufactured, factory produced new model equipment and the like are not acceptable. The warranty period begins after system acceptance and certification by the County that the equipment is in production use. All equipment must be installed according to manufacturers' requirements. All hardware components must be sized appropriately to ensure that the performance requirements of the Vendor's application will be met. Equipment specifications provided by the County within this RFP shall be considered as minimal requirements.

Convenience feature such as hot-swappable toner and replacement of paper while engine is running are desired. An HID Proximity Card reader should easily integrate with each MFD to allow authentication with AD Integration/LDAP. Security is essential therefore a data overwrite feature for devices equipped with non-volatile memory should be available. MFD's will preferably be equipped with  $\geq 500\text{MHz}$  CPU and  $\geq 512\text{MB}$  RAM. Noise level is also a concern and solutions offered should meet the following dB (A) SPL requirements;  $<40$  dB (A) SPL standby,  $<65$  dB (A) SPL continuous run,  $<75$  dB (A) SPL peak. In addition each MFD should be capable of the following minimum requirements:

- 6.1.2.1. **Network** – Each MFD base unit should comply with Institute of Electrical and Electronics Engineers (IEEE) 802 standards, be Simple Network Management Protocol (SNMP V. 2 and above) manageable and support the following protocols: Transmission Control Protocol/Internet Protocol (TCP/IP) (Preferred), System Network Architecture (SNA and SNA/3270), Internet Packet Exchange (IPX), Simple Network Management Protocol (SNMP), and Apple Talk. Each device should be compatible category 5/5e/6/6a copper Unshielded Twisted Pair (UTP) and Screened Twisted Pair (SCTP) cable, 8 Position 8 Contact (8P8C aka RJ45) Ethernet connector, and Siemens 3 and 4 outlet modular faceplates with color-coded inserts to identify the media being used in each outlet (voice and data are terminated at the same faceplate).
- 6.1.2.2. **Print** – Currently print output from these devices is ~15% of the total output and the County desires to see this percentage increase as end user begin utilizing this more cost effective solution. All MFD must be capable of and defaulted to duplex printing. Required minimum resolution is  $\rightarrow 600 \times 600$  dpi ( $\rightarrow 1200 \times 1200$  dpi desired). Finisher requirements are covered later in this section. Further print requirements include;



## SPECIAL PROVISIONS

- A. **Drivers:** Should be bi-directional supporting; Microsoft Windows XP/Vista/7/2003/2008 R2 32 and 64-bit, Citrix, Solaris 10, Mac OS 9.x/10.x, and IBM z/OS 1.7/1.9 (VPS 1.8 Mainframe distributed print services). Driver must communicate with MFD and allow County users all available finishing options whether printing direct or through a follow you/me print solution.
- B. **Page Description Language (PDL):** Should support auto switching within the document for PCL 5/5e/6, PostScript 3, PFD, and TIFF.
- C. **Host Interfaces:** Should include 10BaseT/100BaseTX and USB 2.0. Options for Gigabit Ethernet, IEEE 802.11 a/b/g/n, Bluetooth, and USB 3.0 are a plus.
- D. **Network Protocol:** Should encompass IPv4, IPv6, and Raw IP (Port 9100).
- 6.1.2.3. **Scan** – This feature is becoming increasingly important as the County begins to move more quickly toward electronic documents for; paper forms replacement, records retention, document management, and creation of workflows to automate once cumbersome, inefficient, manual processes. Software (covered later) will play a major role in maximizing the capabilities of these network attached MFD's. Standard scan capabilities should include; color and /or grayscale documents through the >100 sheet Automatic Document Feeder (ADF) capable of 13-32 lb. mixed size originals in a single batch ranging from 5.5" x 8.5" to 8.5" x 14" at >600 x 600 dpi. Originals scanned from the platen will range in size up to 11" x 17" and may include hardbound books >3" in thick. Devices capable of 2-sided scanning in a single pass are highly favored.
- 6.1.2.4. **Copy** – As stated previously the County is moving more toward electronic documents but as of today this is the most utilized feature in the MFD Fleet accounting for ~80% of their output. This feature is crucial to many agencies where currently paper output is still a requirement. Standard copy capabilities should include; True Stackless/Trayless Duplexing and Scan Once Print Many (SOPM) of color and /or grayscale documents through the >100 sheet Automatic Document Feeder (ADF) capable of 13-32 lb. mixed size originals in a single batch ranging from 5.5" x 8.5" to 8.5" x 14" at >600 x 600 dpi in quantities from 1-999. Originals copied from the platen will range in size up to 11" x 17" and may include hardbound books >3" in thick. Reduction and enlargement features should include variable zoom from 25% - 400%, auto reduction and enlargement to fit selected paper size, and user presets. Other features such as; auto size sensing, auto paper select, auto tray switching and output to 1:1, 1:2, 2:1, and 2:2 should be included.
- 6.1.2.5. **Fax** – Each MFD at a minimum should be capable of sending and/or receiving faxes over phone line or IP, and capable of; sending and/or receiving at ≥200 x 200 dpi, store ≥100 pages in memory, ≥20 speed dials, store incoming faxes or output to paper, and store transmission report(s) or output to paper. Function should be compatible with analog and integrated or third-party IP based solutions including the County's existing RightFax solution.
- 6.1.2.6. **Control Panel** – Ergonomics is paramount. The user interface should be user friendly, have a consistent look and feel across fleet with large easy to read buttons (preferable backlit) and high resolution color touch screen with intuitive navigation menu. The high resolution color touch screen must be customizable and allow for third-party software integration and display customization. An optional built-in or external keyboard is a plus.
- 6.1.2.7. **Paper Trays** – At a minimum MFD segments 3-6 should have a standard capacity of >2000 sheets with customer adjustable trays accepting #10 envelopes, paper types from plain to cardstock and virgin -100% recycled content, paper sizes from 5.5" x 8.5" to 11" x 17" and paper weights from 16 lb. - 110 lb. (16-34 lb. through standard trays and up to 110 lb. through the bypass tray). Intelligent tray switching and the ability to load paper while job is running are desired.

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- 6.1.2.8. **Finisher** – Standard built-in or add-on finisher should be capable of collating >250 sheets and Stapling >50 sheets. Advanced Finishers with features such as >100 sheet stapler, 2 and 3 hole-punching, folding, saddle-stitch booklet-making, and post process insertion should be available for segment 4-6 devices.
- 6.1.2.9. **Optional High-Capacity Paper Tray** – In addition to the standard built-in paper trays an optional high capacity paper tray/deck/feeder with a >2000 sheet capacity should be available for MFD's in segments 4-6.
- 6.1.3. **MFD SOFTWARE** – Software unlocks the true capability of the MFD's while enabling them to be easily administered from anywhere on the network and therefore is a key component to the MFD Fleet. Cost accounting, print management, workflow automation, diagnostics, configuration, monitoring, reporting solutions, and security features such as data overwrite should be addressed. Scanning software should accommodate scanning to a variety of image/document management applications. Print drivers and solutions offered should be compatible with current County IT standards. All data will become the sole property of the County when the contract is terminated or renewed. All solutions implemented should be architected to allow for high-availability, load balancing, clustering, and failover capability to permit operational continuity and negate or minimize end-user/enterprise solution downtime. Currently it is the County intent to place all software solutions behind an F5 load balancer for high-availability and failover therefor all software should be fully supported.

Software Licenses: must be clearly defined as to the use rights. Unless otherwise negotiated, the County assumes a non-exclusive, perpetual use of any licenses purchased, independent of maintenance, services, and or support agreements. Generally speaking, the County will not lease licenses except under "Software as a Service" arrangements that include external hosting.

Software Maintenance: if any, must be calculated from a clearly defined basis and be an optional purchase at the County's discretion. Routine updates, fixes, or patches shall be included within the base license and shall not be subject to a separate maintenance contract. Unless otherwise negotiated, the County assumes the maintenance basis to be the net price dollar amount of non-exclusive, perpetual use licenses times the annual maintenance percentage amount, not to exceed 15%, and due in advance of the period covered on an annual or quarterly basis. Any software customizations not covered in the maintenance terms must be clearly identified by the Vendor.

Upgrades, Updates and Patches: The Vendor shall make available to the County at no additional charge all upgrades and patches to the software as they are released so long as the County is currently under the Vendor's software maintenance agreement. If the County opts to take advantage of the patch or updated version, the Vendor shall install and support it under the on-site maintenance agreement. Upgrades and patches will be applied in accordance with County's change management procedures.

- 6.1.3.1. **Cost Accounting and Print Management** – There are several reasons the County desires to continue using an enterprise cost accounting and print management solution from; secure print release to rules based routing, cost cutting to charge back, and productivity to waste reduction to name a few. The solution should be cost effective, robust, and easy to use. Reporting capabilities should include; detailed and summary (dashboard) level, historical data by day, week, month, quarter, year, and lifetime, activity by - date, device, user, department, function, document name/origin, output media, destination, page count, cost, and top 10 user defined custom reports. Solution should be capable of; tracking MFD usage (and potentially existing print device), authentication from MFD to AD/LDAP via HID Proximity Card Reader and manual logon, ability to physically release secure print job(s) from any MFD via HID Proximity Card and manual logon, ability to set quota by user, device, department/billing code, option for popup message informing user of print cost then automatically or with user intervention redirect print jobs to lower cost devices. Potentially integrate with County's SAP solution. While an agent component may exist the very core of the solutions functionality should be agentless.

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- 6.1.3.2. **Document Capture and Workflow Automation** – While it is the County's desire to remain with NSi AutoStore/SMARTicket/AutoCapture the proposed solution should be a centrally managed, transactional based, document capture workflow automation tool accommodating scanning to a variety of image/document management applications including the County's current versions of; SharePoint 2010, Documentum 5.3-6.7, Intranet Quorum (IQ), Laserfiche, Credible behavioral health software, ProLaw, network shares, (32/64bit version of Windows Server 2003/2008 AD environment), E-Mail (Exchange 2003/2010 and Outlook 2003/2007), Desktop (32/64bit versions of Windows XP/Vista/7), Fax/RightFax, and workflow. Scan options should include; Optical Character Recognition (OCR) to PDF (version 1.6+, format PFD/A and PDF/H are desired), TIFF, MS Office 2003/2007/2010 formats, encryption and decryption, auto redaction, form recognition, barcode and image processing, and use of existing PKI/Certificate (digitally sign and encrypt) for secure email transport from MFD is a huge plus. Solution should be capable of; ability to customize MFD control panel based on user authentication, automation of forms processing, redirect incoming faxes to department and user level network folder or email account and sending email notification of received fax with hyperlink to document location. A functional Scan-To-SAP solution is a bonus.
- 6.1.3.3. **RightFax** – Present a plan to integrate existing RightFax software (version 10.x) with each MFD as part of a holistic solution to assist the County in its 'Go Green' initiative and reduce spending. Where possible, POTS lines should be converted to DID's but a totally IP based solution would be ideal. Present a plan to integrate RightFax with transactional based document capture and workflow automation tool accessible from the display panel of the MFD via the Scan function.
- 6.1.3.4. **Monitoring, Reporting, Diagnostics, and Configuration** – The MFD solution should be proactively monitored by an intelligent, real-time solution to mitigate real or potential fleet related issues (supplies, maintenance, repairs, error codes, stopped or hung services, etc.), trigger creation of a trouble ticket and notify/ dispatch solution providers support staff. Reporting capabilities should allow high level (dashboard would be nice) as well as very detailed reports (i.e. performance metrics, customer satisfaction, performance trends, variance between the reported measures and actual performance standards, etc.) and offer output to a verity of formats, i.e. Word, Excel, PDF, HTML, XML. As fleet issues arise ideally they would be remotely diagnosed and resolved where possible. When MFD configuration requirements and directives change, a centrally managed solution that can quickly and easily push changes to the fleet wins out over having to physically visit each device. The preferred solution would encompass all areas in a single, cost effective, easy to use, unified software package.
- 6.1.4. **MFD PROOF OF CONCEPT** – The County is planning a Proof of Concept (POC) phase where Offerors solutions will be brought into County facilities to be tested and proven by County representatives using the existing County environment, not in a pre-canned isolated Offeror-controlled environment. As the POC phase is reached, the County will, at its discretion, advance the highest scoring Offerors (at least two but not more than four) to this phase based on overall results at the time. These selected Offerors are responsible for all associated actions and are required to deliver and install all offered solutions. There will be no cost to the County to perform the POC, and all solutions must meet or exceed the minimum criteria in order to advance beyond the POC phase. The County reserves the right to award contract(s) to Offeror(s) based on the overall results of the POC, negotiations, and cost proposal. As such, Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, and services necessary; (b) furnish all materials, supplies, and equipment specified and required; (c) provide and perform all necessary labor; (d) provide all equipment operation training as specified; and (e) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP in the most timely, effective, efficient method possible at no cost and to the satisfaction of an authorized Fairfax County representative.

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- 6.1.5. MFD SERVICE AND SUPPORT** – Provide their turnkey service and support solution to the County. Offeror will be the focal point for all service-related calls. The County may decide to use its ITIL compliant ITSM solution (currently VMware Service Manager) in line with or in place of offerors to serve as the system of record for all related service requests so provisions should be made to accommodate this. Level and quality of service are paramount and service improvements should be made continuously in line with the County's long-term vision and goals. Furthermore understanding the County's expectations in terms of level of service versus service provided and striving to meet these expectations must be an ongoing mission. Documented policy should be linked to clearly defined processes and procedures and made available upon request. Support Engineers should receive continuous and relevant training, perform regular brain dump/knowledge transfer sessions, and proactively keep abreast current service bulletins/patches/fixes etc., to better serve the County. Established support levels should be clearly defined and communicated. Open and honest communication is a key to a good relationship and should be actively practiced.
- The County reserves the right to have Vendor staff replaced if their work is unsatisfactory; or if their behavior is perceived disruptive to our work environment; or if a staff member becomes ill; or if the assigned individual is no longer suitable for the assigned tasks; or if for any other reasons the assigned work tasks are terminated. The County will not assume any responsibility or liability for personnel actions taken by the Vendor should such a replacement be required.
- 6.1.6. Account Management** – Basic account management should include: regular management reviews of support history and open support requests, priority handling for feature requests submitted to Offeror, monthly reporting on support issues, case history, and established metrics, Technical Account Manager on-site a minimum of twice a month, and full-time professional services resource providing coordination, communication, and technical consultation services until issues are resolved. Offerors should present their plan for; long-term customer support and satisfaction strategy, measuring and reporting customer (County employees) satisfaction, implementing a service request escalation and issue resolution process, and a plan for identifying, implementing, and measuring business process improvements. The County desires timely access to all Offeror records related to the contract awarded.
- 6.1.7. Fleet Transition** – Offeror is solely responsible for all planning and activities surrounding and related to the transition from the County's existing MFD fleet to the Offerors proposed solution. Offeror should have complete solution implemented within two (2) months of contract award. Offeror will continually interface and coordinate with County and existing vendor to completion. Removal of existing MFD fleet must be concurrent with the installation of new/upgraded solutions. Software solution should be in place before hardware is rolled out. All devices must be clearly labeled to show the Offerors; support phone number, offerors supply order phone number, and manufacture serial number. No cost will be incurred by the County for any/all related fleet transition planning and activities. A detailed, easy to read plan must be presented free of ambiguity describing how this is to happen.
- 6.1.8. Service Level Agreement** – Submit a Service Level Agreement (SLA) describing in minute details the services and service level(s) being offered (provide evidence and detailed results of SLA for like sized organization). MFD solution uptime should remain at  $\geq 98\%$  during County hours of operation. Uptime is defined as simultaneous full functionality of all features/functions in implemented solution. Offeror should describe in detail how uptime will be calculated, recorded, and reported.
- 6.1.9. Response and Restoration of Service** – For purposes of this RFP *Response Time* is defined as the amount of time taken between service request submission and time for technician to be on-site end user contact providing them with the following; service request/ticket reference number, estimated time to restoration, brief synopsis of action taken if any, and collection of additional information as necessary. *Restoration of Service* is defined as returning a device or system to its full operational state. 24x7 one (1) clock hour on-site response and two (2) clock hours restoration of service time should be provided to "First Responders" (Police, Fire, Sheriff, Emergency Management, etc.) and other designated devices serving critical County operations (at no charge to the County). 24x7 web and phone support should be offered as needed. 11x5 on-site support (7 a.m. to 6 p.m. weekdays, excluding County holidays) with overlapping shifts to provide maximum staffing during the hours of 8 a.m. – 5 p.m. is required. Offeror will accept and

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provide the same Response and Restoration of Service times for service requests submitted via web, email, phone, written, and verbally. Response time within two (2) business hours and Restoration of Service within four (4) clock hours of service request submittal should be guaranteed. If Response and/or Restoration of Service are not achieved within these specified times the entire monthly cost of the MFD and associated components and/or solutions will be credited to the County's MFD Program account at the County's discretion. The end user should remain informed and receive regular updates.

- 6.1.10. Support Staff** – Furnish the appropriate level of on-site, in-field, and remote support staffs to ensure the County's needs are met. Offeror personnel are to comply with all applicable County policies. Offeror on-sight personnel dedicated to serving and supporting the County are to devote their full-time, attention, and efforts to the County and no other entities. Offeror must provide adequate Support Staff to backfill planned or unplanned personnel outages. It is preferred that the majority of the support staff remains static to foster a synergistic working relationship among the Offeror and County employees. Static staffing of the Courthouse/Massey Complex is a must. The Offerors staff must determine if the problem is hardware, software or network, etc. related and immediately coordinate the dispatch of the appropriate service organization and rule out all Offeror solutions before engaging the County's IT Staff. Support Staff expected duties include but are not limited to;
- A. Receive and action service requests while in the field via e-mail to an Offeror provided mobile device and be equipped to receive voice, email, text, and hard copy where available/applicable.
  - B. Monitor and action device alerts, response/restoration of service time and equipment uptime. Provide report by machine for all service actions as requested by County.
  - C. Physically visit each MFD at least every two weeks and perform a comprehensive inspection, preventative care and maintenance as needed.
  - D. While visiting the MFD, Offeror Support Staff will meet with site contact(s) to understand specific support issues, training needs, and other requirements then communicate findings to the proper County representative(s).
  - E. Provide same day (emergency or otherwise) supply deliveries and installation as needed.
  - F. Deliver, unpack, and install all goods and services. This includes, but is not limited to, the following: checking the equipment for proper operation, loading paper, and/or supplies, enabling network connectivity, removing all shipping materials and disposing of/recycling applicable materials.
  - G. Perform key-op training for all HW/SW solutions.
  - H. Provide as needed, comprehensive product training to all County personnel to include: walk-up, network, desktop client functions. Describe measures for ensuring all end users are properly trained on solutions implemented.
  - I. Offeror will work with the County to provide, install, and configure all relative software (drivers, etc.) throughout the life of the contract.
  - J. Manage equipment moves for the life of the contract.
  - K. Maintain on a monthly basis 100% accurate equipment inventory list to include the following information: make, model, serial number, IP address, network share name, street address, floor, suite/office number, room number, city, zip code, install date, County Agency name, customer focal point – name/telephone number, meter read, number or service calls, and percentage of uptime. Electronic report output formats should include PDF, XML, XLSX, DOCX, etc. as specified by the County.
  - L. Other duties as assigned.
- 6.1.11. Maintenance and Supplies** – Provide turnkey maintenance and supplies (including preventative and scheduled, and emergency) solution to the County. It is desired that frequently used field replacement units (FRU's) and supplies shall be identified and stored at County facilities identified for storage at no cost to the County. Offeror will be solely responsible for all service, supplies, maintenance, repair, upgrade, and replacement of solutions implemented. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary to complete the work; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; (d) perform and complete the work in accordance with good technical practice, with due diligence, and in

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accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient and economical method possible while maintaining a high level of customer service and satisfaction and to the satisfaction of an authorized Fairfax County representative. Offeror will describe in detail how maintenance, repair, upgrade, and replacement have been successfully provided to a like-sized organization and provide evidence. Offeror must provide service credits (device and paper) at the County's discretion for impressions made during maintenance and service calls.

- 6.1.12. Education, Training, and Communication** – There is a perpetual need in all three areas; therefore, Offeror will be solely responsible for all education, training, and communication of solutions provided by the Offeror. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary; (b) furnish all materials, supplies, and equipment specified; and required; (c) provide and perform all necessary labor; (d) provide all equipment operation training as specified, and (e) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient, and economical method possible while maintaining a high level of customer service and satisfaction at no cost and to the satisfaction of an authorized Fairfax County representative.

In order to keep the training relevant to the ultimate look-and-feel of the system as well as fresh as possible and still accommodate the necessary number of sessions, it is expected that training will not begin until after preliminary system acceptance and before cut-over, but in no case will begin longer than 60 days prior to the scheduled "go live" date. The County shall provide space sufficient for conducting the training and housing and securing the training equipment. The Vendor shall be responsible for providing sufficient training materials and take-away documents such as user manuals and user guides/"quick reference guides" to adequately perform the initial training and provide follow-up reference material for the trainees.

It is currently estimated that several separate training sessions will be required to accomplish the above. The County will work with and assist the Vendor in the scheduling of the training program. To support the ongoing training requirements for the County, it is expected that the Vendor will conduct Train-the-Trainer sessions. If the system go-live date is significantly delayed due to the Vendor's actions or faults, any repeat training sessions as determined by Fairfax County must be performed at no cost to the County.

Explain in detail how education, training, and communication have been successfully provided to a like-sized organization, providing evidence of such. Explain in detail the proposed education, training, and communication solution, including, policy, process, and procedures. Examples should include use of County Board Auditorium for large scale instructional and hands-on training to County Agency IT Analyst and solutions for training the County user community to include on-site training. Training will occur throughout the life of the contract therefore pre and post implementation training should be addressed as well.

- 6.1.13. DEFECTIVE EQUIPMENT** – In the County's judgment, if equipment is deemed unsatisfactory, a "lemon", is not completely operational (all equipped functions working simultaneously), or out of service for more than two business days, the Offeror will replace such equipment (hardware or software) with the same or better, including all services and materials necessary to restore all functionality at no cost to the County. The County has the right to inspect replacement equipment and deem it satisfactory or unsatisfactory. If replacement equipment is ever deemed unsatisfactory, a lemon or is not completely operational providing the same functionality as the original for more than two business days, the Offeror at no cost to the County will continue to replace all associated equipment with 100% new unused equipment (used, rebuilt, refurbished, remanufactured, newly manufactured, factory produced new model equipment and the like are not acceptable) of similar or greater capabilities until restoration of all functionality is deemed satisfactory by an authorized Fairfax County representative.

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- 6.1.14. **TECHNOLOGY REFRESH** – Technology Refresh is defined as the introduction of a 100% new hardware in any class/category by the successful Offeror after the initial placement of equipment under this contract. The County reserves the right at its sole discretion to invoke this clause at any point in time during the contract period and have the successful Offeror replace the existing hardware with the new product (to include installation, integration, and deemed satisfactory by authorized County agent) at no additional cost to the County. The successful Offeror should include with the bid documents what the provisions of their Technology Refresh clause will include. Successful Offerors who offer a Technology Refresh Clause that ensures the County will have the most recent hardware at its disposal during the entire length of the contract period will be more favorably considered in the award process. (Please note that all software upgrades that do not necessitate corresponding hardware upgrades will be automatically provided by the successful Vendor in a timely fashion (≤1 month after release) at no cost to the County.) There will be a Technology Refresh at the end of each contract period should the County decide to renew/extend the contract, at which point the Offeror has up to three (3) months to refresh the entire fleet. If new models become publicly available within the first year of contract and are intended to replace or succeed models the County is currently leasing, the County has the right to replace any/all older models with the new model at no additional charge.
- 6.1.15. **SYSTEM DOCUMENTATION** – The Vendor will supply as dictated by and at the County's request in a timely fashion, documentation in printed and/or electronic format (i.e. latest version of MS Word/Excel/Project/Visio/etc., PDF, or other format at the County's option). The proposed solution must include complete documentation including, at a minimum:
- A. Technical Documentation: Describe the technical architecture, capabilities, and specifications of the solution as installed, configured and customized. The technical documentation must include information regarding the relational database design (data dictionary), record or table layouts, file schemas and use of application programs interfaces (API's), program description, report manual and the like. A detailed Visio diagram encompassing the entire solution and dependencies will be kept up-to-date and made available at all times. The Offeror must compile and provide to the County complete documentation for all hardware, COTS, and customized components of the solution environment.
  - B. Systems Administration Documentation: Describe the steps and procedures necessary to operate the solution as installed, configured and customized including a detailed troubleshooting guide to resolve any conceivable solution related issues. It must include information relating to procedures for system start-up and shut down, batch job submission procedures, security procedures, table maintenance procedures, etc.
  - C. User Documentation: Describe the operation of the products, as installed, configured and customized from an end user perspective. The documentation must cover sign-on and sign-off sequences, menu operation, screen descriptions, means of invoking online help facilities, report generation, etc., and must be targeted to specific user groups.
  - D. The Vendor shall, at no additional charge to the County, provide updated technical, System Administrator, and user documentation when major system changes or updates occur such as Versions or Releases. Documentation will be provided in electronic format with permission for the County to distribute internally as needed. All new versions and releases must be accompanied by a document clearly explaining the new functionality, features, corrections, etc., addressed by the release or version.
  - E. The Vendor shall, at no additional charge to the County, provide documentation for any system configurations and integrations. Any content within the documentation which is considered proprietary in nature shall be so marked.
  - F. The Vendor shall be responsible for maintaining all documentation for the solution(s) implemented on an ongoing basis.

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6.1.16. **GREEN IT** – Discuss how the offering will help the County in its "Go Green" initiative, specifically sighting the differences between the existing solution and Offerors proposed solution. Indicate special recognition or industry awards received in this area. Suggested items to address include:

- A. Green design
- B. Environmental benefits
- C. Waste generated (packaging and consumables)
- D. Offerors are required to provide easy to use ink/toner recycling program at no charge
- E. Recycling efforts
- F. Use of recycled paper (30-100%)
- G. Carbon footprint
- H. Environmental Impact tracking software
- I. 2009 ENERGY STAR qualified
- J. Energy Consumption / Power modes
- K. ISO 14001
- L. Electronic records retention for life of contract

6.1.17. **SECURITY** – Two main areas of focus here are personnel and implemented solutions.

**A. Personnel.** The Offeror will provide proof and results of background checks (email or hard copy to an authorized Fairfax County representative) at the Offerors expense for Offeror and Offeror related personnel who work in a County owned/leased/rented facility. Background checks should be performed annually and include:

- 1. Social Security Number (SSN) – Trace and Verification
- 2. US Department of Treasury – SDN List and OFAC Sanctions Program
- 3. US Department of Justice – National Sex Offender Registry
- 4. Criminal Records – Felony conviction in last ten (10) years
- 5. Drug screening – Fairfax County is a Drug Free Zone.

**B. Solutions.** Hardware, software, and network security is an ongoing requirement. Documents with privacy requirements need to remain private. Describe how the proposed solution will ensure the County is never compromised as a direct/indirect result of implementation. The County desires a certificate of destruction for all memory devices when removed from the County. Indicate special recognition or industry awards received in this area. Also note that all real or potential security vulnerabilities must be reported to the County and rectified ASAP. Suggested items to address include:

- 1. IEEE certifications
- 2. HIPAA compliance
- 3. Data encryption
- 4. Access control
- 5. Data overwrite feature
- 6. Fax and network security
- 7. Audit trail
- 8. (*\*Use of existing PKI for secure email transport from MFD is a huge plus*)

6.1.18. **BILLING/INVOICE** – Billing will not begin until the last unit is in place, working satisfactorily, and approved via signature by an authorized Fairfax County representative. Invoices are to be sent monthly, clearly marked, easy to read, and include separate detailed line items for: hardware, software, labor/support, services, summarized, and supplies. Hardware line items for each model should include the following columns: unit description, number of units, price per unit, and total price. Similarly; software, labor/support, services, and supplies should be broken out into detailed columns. The invoice should also include a grand total of all solutions purchased. It should be clear and easy to determine what is being paid for. An itemized amortization schedule should be supplied at lease inception then annually on May 1st and as equipment is added or removed. Continued efforts should be made to automate this process with the County's current



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**6.1.19. FOB Destination Freight Prepaid** – Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Offeror shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Offeror. All items ordered shall be delivered, installed, and tested for full functionality by the Offeror, to any location within the County of Fairfax or building/office owned, leased, or rented by the County. Likewise, all items ordered through the Offeror will at the County's digression be moved, installed, and tested for full functionality by the Offeror without limit and without charge, to any location within the County of Fairfax or building/office owned, leased, or rented by the County within 48 contiguous hours of notice. All the above must be continuously worked by the Offeror until deemed satisfactory by an authorized Fairfax County representative. All claims for visible or concealed damage shall be filed by the Offeror. Unauthorized shipments are subject to rejection and return at Contractor's expense.

### **6.2. FAIRFAX COUNTY PUBLIC SCHOOLS REQUIREMENTS.**

**6.2.1. FCPS MFD PROGRAM OVERVIEW** – The FCPS Department of Information Technology (DIT) manages and funds the majority of the MFD/copier program. All centrally funded MFD's are ordered and paid for by DIT. MFD's are allocated to schools based on student enrollment as specified by FCPS Regulation. Schools and departments may elect to procure additional MFD's with non-central funding, if desired. All MFD contract and pricing information is managed by the Operations Liaison ensuring contract compliance and uniformity. The FCPS MFD/copier fleet is comprised mainly of segment 3 and 4 units for use in offices, designated copy rooms, and administrative sites throughout the school district. In addition there is the need for small coin-operated MFD's for use in school libraries. School employees require the ability to walk up to an MFD to release secured print jobs, perform copy, scan (to email and/or file server) and fax functions (where applicable). FCPS currently leases the majority of MFDs but there remains the need for outright purchases. With over 1,600 devices, it is essential to have a very reliable, well-maintained MFD fleet that is easy to use by schools and departments.

**6.2.2. FCPS MFD HARDWARE REQUIREMENTS** – Hardware is the very core of any MFD Fleet therefore it is desired that each device should be capable of connecting to a TCP/IP network, be reliable, easy to use, intuitive, and perform all industry standard functions including print (duplex output required), copy, scan, and fax (over phone line or IP). Uptime is important therefore key performance indicators such as; average time between failures, number of impressions between scheduled maintenance, recommended monthly volume, and the like should be discussed. True concurrency/multi-tasking across all functions simultaneously is desired and should be explained in detail (explain job interrupt feature also). Offeror advertised print/copy/scan/fax speeds may be tested for accuracy including through all attached finisher and optional components, so known discrepancies should be indicated and explained by offeror in the technical response. Industry awards from BERTL (Business Equipment Research and Test Laboratories), BLI (Buyers Laboratory Inc.), and the like should be cited.

Convenience feature such as hot-swappable toner and replacement of paper while engine is running are desired. Security is essential therefore a data overwrite feature for devices equipped with non-volatile memory should be available. Noise level is also a concern and solutions offered should meet the following dB (A) SPL requirements; <40 dB (A) SPL standby, <65 dB (A) SPL continuous run, <75 dB (A) SPL peek. In addition each MFD should be capable of the following minimum requirements:

**6.2.2.1. Network** – Each MFD base unit should comply with Institute of Electrical and Electronics Engineers (IEEE) 802 standards, be Simple Network Management Protocol (SNMP V. 2 and above) manageable and support the following protocols: Transmission Control Protocol/Internet Protocol (TCP/IP) (Preferred), System Network Architecture (SNA and SNA/3270), Internet Packet Exchange (IPX), Simple Network Management Protocol (SNMP), and Apple Talk. Each device should be compatible category 5/5e/6/6a copper Unshielded Twisted Pair (UTP) and Screened Twisted Pair (SCTP) cable, 8 Position 8 Contact (8P8C aka RJ45) Ethernet connector, and Siemens 3 and 4 outlet modular faceplates with color-coded inserts to identify the media being used in each outlet (voice and data are terminated at the same faceplate).

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- 6.2.2.2. **Print** – All MFD must be capable of and defaulted to duplex printing. Required minimum resolution is  $\geq 600 \times 600$  dpi. Finisher requirements are covered later in this section. Further print requirements include;
- A. **Drivers:** Should be bi-directional supporting; Microsoft Windows XP/Vista/7/8/2003/2008 32 and 64-bit, Citrix, Solaris 10, Mac OS 9.x/10.x, and IBM z/OS 1.7/1.9 (VPS 1.8 Mainframe distributed print services). Driver must communicate with MFD and allow County users all available finishing options whether printing direct or through a follow you/me print solution.
  - B. **Page Description Language (PDL):** Should support auto switching within the document for PCL 5/5e/6, PostScript 3, PDF, and TIFF.
  - C. **Host Interfaces:** Should include 10BaseT/100BaseTX and USB 2.0. Options for Gigabit Ethernet, IEEE 802.11 a/b/g/n, Bluetooth, IEEE 1394, and USB 3.0 are a plus.
  - D. **Network Protocol:** Should encompass IPv4, IPv6, and Raw IP (Port 9100).
- 6.2.2.3. **Scan** – This feature is crucial as public entities move toward electronic documents for; paper forms replacement, records retention, document management, and creation of workflows to automate once cumbersome, inefficient, manual processes. Software (covered later) will play a major role in maximizing the capabilities of these network attached MFD's. Standard scan capabilities should include; color and /or grayscale documents through the  $\geq 100$  sheet Automatic Document Feeder (ADF) capable of 13-32 lb. mixed size originals in a single batch ranging from 5.5" x 8.5" to 8.5" x 14" at  $\geq 600 \times 600$  dpi. Originals scanned from the platen will range in size up to 11" x 17" and may include hardbound books >3" thick. Devices capable of 2-sided scanning in a single pass are highly favored. Scan documents must be capable of being saved as PDF or TIFF format to a file server or sent to an email address.
- 6.2.2.4. **Copy** – This feature is crucial to many where paper output is still a requirement. Standard copy capabilities should include; True Stackless/Trayless Duplexing and Scan Once Print Many (SOPM) of color and /or grayscale documents through the  $\geq 100$  sheet Automatic Document Feeder (ADF) capable of 13-32 lb. mixed size originals in a single batch ranging from 5.5" x 8.5" to 8.5" x 14" at  $\geq 600 \times 600$  dpi in quantities from 1-999. Originals copied from the platen will range in size up to 11" x 17" and may include hardbound books >3" thick. Reduction and enlargement features should include variable zoom from 25% - 400%, auto reduction and enlargement to fit selected paper size, and user presets. Other features such as; auto size sensing, auto paper select, auto tray switching and output to 1:1, 1:2, 2:1, and 2:2 should be included.
- 6.2.2.5. **Fax** – This option should allow for sending and/or receiving faxes over phone line or iP, and capable of; sending and/or receiving at  $\geq 200 \times 200$  dpi, store  $\geq 100$  pages in memory,  $\geq 20$  speed dials, store incoming fax(es) or output to paper, and store transmission report(s) or output to paper. Function should be compatible with analog and integrated or third-party IP based solutions.
- 6.2.2.6. **Control Panel** – Ergonomics is paramount. The user interface should be user friendly, have a consistent look and feel across fleet with large easy to read buttons (preferable backlit). A high resolution color touch screen with intuitive navigation menu that can be customizable and allow for third-party software integration and display customization is highly favored. An optional built-in or external keyboard is a plus.
- 6.2.2.7. **Paper Trays** – At a minimum MFD segments 3-6 should have a standard capacity of  $\geq 2000$  sheets with customer adjustable trays accepting #10 envelopes, paper types from to plain to cardstock and virgin -100% recycled content, paper sizes from 5.5" x 8.5" to 11" x 17" and paper weights from 16 lb. - 110 lb. (16-34 lb. through standard trays and up to 110 lb. through the bypass tray). Intelligent tray switching and the ability to load paper while job is running are desired.

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- 6.2.2.8. **Finisher** – Standard built-in or add-on finisher should be capable of collating  $\geq 250$  sheets and Stapling  $\geq 50$  sheets. Advanced Finishers with features such as  $\geq 100$  sheet stapler, 2 and 3 hole-punching, folding, saddle-stitch booklet-making, and post process insertion should be available for segment 4-6 devices.
- 6.2.2.9. **Optional High-Capacity Paper Tray** – In addition to the standard built-in paper trays an optional high capacity paper tray/deck/feeder with a  $\geq 2000$  sheet capacity should be available for MFD's in segments 4-6.
- 6.2.3. **MFD SOFTWARE** – Software unlocks the true capability of the MFD's while enabling them to be easily administered from anywhere on the network and therefore is a key component to any MFD Fleet. Print management, workflow automation, diagnostics, configuration, monitoring, reporting solutions, and security features such as data overwrite should be addressed. Scanning software should accommodate scanning to a variety of image/document management applications. Print drivers and solutions offered should be compatible with current IT standards. All data will become the sole property of the public entity when the contract is terminated or renewed. All solutions implemented should be capable of high-availability, load balancing, clustering, and failover capability to permit operational continuity and negate or minimize end-user/enterprise solution downtime.
- 6.2.3.1. **Cost Accounting** – There are several reasons to employment a cost accounting solution from; print management to security, cost cutting to charge back, and productivity to waste reduction to name a few. The solution should be cost effective, robust, and easy to use. Reporting capabilities should include; detailed and summary (dashboard) level, historical data by day, week, month, year, and lifetime, activity by - date, device, user, department, function, document name/origin, output media, destination, page count, cost, and top 10 user defined custom reports. Solution should be capable of; tracking MFD usage (and potentially existing print device), authentication from MFD to AD Integration/LDAP via HID Proximity Card Reader and manual logon, ability to physically release secure print job(s) from any MFD via HID Proximity Card and manual logon, ability to set quota by user, device, department/billing code, option for popup message informing user of print cost then automatically or with user intervention redirect print jobs to lower cost devices. Integration with an ERP system such as SAP is a plus.
- 6.2.3.2. **Document Capture and Workflow Automation** – This solution should be a centrally managed, transactional based, document capture workflow automation tool accommodating scanning to a variety of image/document management applications including; SharePoint 2010, Documentum 5.x/6.7, Laserfiche, Pro Law, network shares, (32/64bit version of Windows Server 2003/2008/8 AD environment), E-Mail (Exchange 2003/2010 and Outlook 2003/2007/2010), Desktop (32/64bit versions of Windows XP/Vista/7/8), Fax/RightFax, and workflow. Scan options should include; Optical Character Recognition (OCR) to PDF (version 1.6+, format PFD/A and PDF/H are desired) TIFF, MS Office 2003/2007/2010 formats, encryption and decryption, auto redaction, form recognition, barcode and image processing, and use of existing PKI/Certificate (digitally sign and encrypt) for secure email transport from MFD is a huge plus. Solution should be capable of; ability to customize MFD control panel based on user authentication, automation of forms processing, redirect incoming faxes to department and user level network folder or email account and sending email notification of received fax with hyperlink to document location.
- 6.2.3.3. **RightFax** – Present a plan to integrate existing RightFax software (version 10.x) with each MFD as part of a holistic solution to assist the County in its 'Go Green' initiative and reduce spending. Where possible, POTS lines should be converted to DID's but a totally IP based solution would be ideal. Present a plan to integrate RightFax with transactional based document capture and workflow automation tool.

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- 6.2.3.4. **Monitoring, Reporting, Diagnostics, and Configuration** – It is mandatory the fleet be proactively monitored by an intelligent, real-time solution to mitigate real or potential fleet related issues (supplies, maintenance, repairs, etc.), trigger creation of a trouble ticket, notify and dispatch Offeror support staff. Contractor will install such software, provide access and end user training for FCPS staff. Reporting capabilities should allow high level (dashboard would be nice) as well as very detailed reports (i.e. performance metrics, customer satisfaction, performance trends, variance between the reported measures and actual performance standards, etc.) and offer output to a variety of formats, i.e. Word, Excel, PDF, HTML, XML. As fleet issues arise ideally they would be remotely diagnosed and resolved where possible. When MFD configuration requirements and directives change, a centrally managed solution that can quickly and easily push changes to the fleet wins out over having to physically visit each device. The preferred solution would encompass all areas in a single, cost effective, easy to use, unified software package.
- 6.2.4. **MFD PROOF OF CONCEPT** – FCPS is planning a Proof of Concept (POC) phase where Offerors solutions will be brought into school facilities to be tested and proven by County representatives using the existing County environment, not in a pre-canned isolated Offeror-controlled environment. As the POC phase is reached, the County will, at its discretion, advance the highest scoring Offerors (at least two but not more than four) to this phase based on overall results at the time. These selected Offerors are responsible for all associated actions and are required to deliver and install all offered solutions. There will be no cost to the County to perform the POC, and all solutions must meet or exceed the minimum criteria in order to advance beyond the POC phase. The County reserves the right to award contract(s) to Offeror(s) based on the overall results of the POC, negotiations, and cost proposal. As such, Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, and services necessary; (b) furnish all materials, supplies, and equipment specified and required; (c) provide and perform all necessary labor; (d) provide all equipment operation training as specified; and (e) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP in the most timely, effective, efficient method possible at no cost and to the satisfaction of an authorized Fairfax County representative.
- 6.2.5. **EDUCATION, TRAINING, AND COMMUNICATION.** There is a perpetual need in all three areas; therefore, Offeror will be solely responsible for all education, training, and communication of solutions provided by the Offeror. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary; (b) furnish all materials, supplies, and equipment specified; and required; (c) provide and perform all necessary labor; (d) provide all equipment operation training as specified, and (e) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient, and economical method possible while maintaining a high level of customer service and satisfaction at no cost and to the satisfaction of an authorized Fairfax County representative. Explain in detail how education, training, and communication have been successfully provided to a like-sized organization, providing evidence of such. Explain in detail the proposed education, training, and communication solution, including, policy, process, and procedures. Examples should include use of County Board Auditorium for large scale instructional and hands-on training to County Agency IT Analyst and solutions for training the County user community to include on-site training. Training will occur throughout the life of the contract therefore pre and post implementation training should be addressed as well.

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- 6.2.6. **DEFECTIVE EQUIPMENT.** In the County's judgment, if equipment is deemed unsatisfactory, a "lemon", is not completely operational (all equipped functions working simultaneously), or out of service for more than two business days, the Offeror will replace such equipment (hardware or software) with the same or better, including all services and materials necessary to restore all functionality at no cost to the County. The County has the right to inspect replacement equipment and deem it satisfactory or unsatisfactory. If replacement equipment is ever deemed unsatisfactory, a lemon or is not completely operational providing the same functionality as the original for more than two business days, the Offeror at no cost to the County will continue to replace all associated equipment with 100% new unused equipment (used, rebuilt, refurbished, remanufactured, newly manufactured, factory produced new model equipment and the like are not acceptable) of similar or greater capabilities until restoration of all functionality is deemed satisfactory by an authorized Fairfax County representative.
- 6.2.7. **TECHNOLOGY REFRESH.** FCPS would like to consider a new approach to Equipment Refresh. FCPS will consider the introduction of no more than 25% of new Equipment each year by the successful Offeror. Offeror should include any documents related to Equipment Refresh in the Technical Proposal.
- A. FCPS reserves the right to invoke this clause at any point in time during the contract period. Contractor shall begin replacing the agreed upon 25% of the existing Equipment with new hardware (to include installation, integration, and deemed satisfactory by authorized FCPS) at no additional cost to FCPS.
  - B. If new models become publicly available within the first year of contract and are intended to replace or succeed models FCPS is currently leasing, the County has the right to replace any/all older models with the new model at no additional charge.
- 6.2.8. **GREEN IT.** Discuss how the offering will help the County in its "Go Green" initiative, specifically sighting the differences between the existing solution and Offerors proposed solution. Indicate special recognition or industry awards received in this area. Suggested items to address include:
- A. Green design
  - B. Environmental benefits
  - C. Waste generated (packaging and consumables)
  - D. Offerors are required to provide an easy to use ink/toner recycling program at no charge
  - E. General recycling efforts
  - F. Use of recycled paper (30-100%)
  - G. Carbon footprint
  - H. Environmental Impact tracking software
  - I. 2009 ENERGY STAR qualified
  - J. Energy Consumption / Power modes
  - K. ISO 14001
  - L. Electronic records retention for life of contract
- 6.2.9. **SECURITY.** Two main areas of focus here are personnel and implemented solutions.
- A. **Personnel.** The Offeror will provide proof and results of background checks (email or hard copy to an authorized FCPS representative) at the Offerors expense for Offeror and Offeror related personnel who work on any FCPS site. (SEE EXHIBIT 3)
  - B. **Solutions.** Hardware, software, and network security is an ongoing requirement. Documents with privacy requirements need to remain private. Describe how the proposed solution will ensure FCPS is never compromised as a direct/indirect result of implementation. All Equipment that does not have data overwrite software (DOS) installed will need to have the hard drive removed and returned to the designated FCPS representative for destruction. FCPS desires a certificate of destruction for all memory devices when removed from FCPS Equipment. Indicate special recognition or industry awards received in this area. Also note that all real or potential security vulnerabilities must be reported to FCPS and rectified ASAP. Suggested items to address include:

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1. IEEE certifications
2. HIPAA compliance
3. Data encryption
4. Access control
5. Data overwrite feature
6. Fax and network security
7. Audit trail
8. (*\*Use of existing PKI for secure email transport from MFD is a huge plus*)

**6.2.10. EQUIPMENT LEASE**

- A. Purchase orders for lease of MFD's, elected accessories and software will be initiated by FCPS. Authorized users will lease at the monthly lease price of any additional features.
- B. Equipment lease acquisition plans shall include full maintenance, all parts, including but not limited to, drums, and all supplies including toner, color toner(s), developer, color developer(s) and staple wire; excluding paper.
- C. Term: Lease agreements established by issuance of a purchase order shall be effective on the date the equipment is accepted, ready for use, and shall continue for the lease period.
- D. Automatic renewals of the lease agreement are prohibited.
- E. Renewal of Leases: FCPS may elect to renew an existing lease agreement for one-year.
- F. Cancellation Of Lease Units: FCPS reserves the right to cancel and terminate any lease orders, in part or in whole, for MFD non-performance (Machine Performance, Section 6.2.16) or if funding is withdrawn, without penalty.

**6.2.11. EQUIPMENT PURCHASE.**

- A. Purchase orders for Equipment purchase and elected accessories will be initiated by FCPS.
- B. FCPS may issue a purchase order for maintenance and supplies which will be invoiced for maintenance of MFD's purchased under this acquisition plan shall include full maintenance, all parts including, but not limited to, drums, and all supplies including toner, color toner(s), developer, color developer(s), and staple wire and excluding paper.
- C. A separate manufacturer's maintenance agreement shall not be used since this contract and the authorized user's purchase order will constitute the complete agreement.
- D. Term: Annual maintenance agreements will be established by issuance of a purchase order and shall be effective on the date the machine(s) is accepted and ready for use. Maintenance agreements will be co-terminous with the end of each fiscal year.
- E. Automatic renewals of the maintenance agreement by the Contractor shall not be accepted. Contractor shall notify in writing to the ordering agency a renewal proposal 90 days prior to expiration.
- F. One-year renewals of maintenance agreements (which include supplies and maintenance) in the subsequent years after expiration of this contract and all subsequent renewals of the original contract may be entered into at the agreement of FCPS and the Contractor. Contractor shall notify in writing to the FCPS designated point of contact a renewal proposal 90 days prior to expiration. FCPS shall notify the Contractor by execution of a purchase order to renew for a one-year period. Automatic renewals are prohibited.
- G. Cancellation of Maintenance Agreements: FCPS reserves the right to cancel and terminate any resulting maintenance agreements orders, in part or in whole, at any time without penalty.

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- A. Delivery and installation will be scheduled at least twenty-four hours in advance with the FCPS MFD Program Administrator.
- B. FCPS will provide proper electrical outlet, pre-tested active network drop and cabling if required, and phone lines for faxing if required.
- C. The Contractor shall perform complete installation and verify operation of all equipment upon delivery.
- D. Connected installation: At the time of installation of a connected MFD, the MFD shall be installed to a standalone configuration. The Contractor shall provide drivers and software/firmware needed to load to the network.

**6.2.13. SERVICE AND MAINTENANCE SUPPORT:** The Contractor shall have a service organization capability which includes but is not limited to the following:

- A. Qualified service/repair personnel: Service representatives shall be full-time employees of the Contractor or designated by the Contractor as their full-time authorized representative. Service representatives shall be factory-trained technicians. All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The County reserves the right to require proof of certification at any time during the term of the contract.
- B. Repair parts: Defective parts may only be replaced by new OEM parts if exist or are still manufactured; no refurbished, remanufactured, surplus parts or the like will be used.
- C. Contractor shall provide a toll-free number for service/maintenance requests.
  - 1. Individual FCPS sites will call the designated toll-free number to request service.
  - 2. FCPS prefers a designated person for all service requests.
- D. Offeror shall include any web interface currently in place for placing and tracking service requests, to include status of requests, parts ordered, etc.
- E. Service response times: Response to requests for service shall be made within 4 working hours of notification by the agency during normal working hours of 7:30 A.M. to 4:30 P.M. Monday through Friday, excluding County holidays. The 4 hour response times apply to service requiring a technician actually on site of the Equipment needing repair.
- F. Repairs to solutions implemented shall be completed within 12 working hours from first notification by FCPS. Contractor must have a local parts depot fully stocked to meet this requirement. If Contractor is unable to fully restore device to proper working order the entire monthly cost of the device will be credited to the appropriate FCPS's account affected by the outage.
- G. Excessive downtime: MFD's including all accessories and software furnished under the contract shall be capable of continuous operation. Should the MFD's, any accessories, or software become inoperable for a period of 16 consecutive working hours, the Contractor shall, at the agency's option, provide, at no charge, a loaner MFD or accessory of equal capability of non-performing piece of equipment.

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- H. Full maintenance shall be included in the charge for all lease MFD's and shall be available on all MFD's purchased outright. Full maintenance shall include preventative maintenance, all parts including, but not limited to, drums, and labor. (cross reference Special Provisions Section 6.2.13.B)
- I. Maintenance Term: Maintenance agreements established by issuance of a purchase order shall be effective on the date the machine(s) is accepted, ready for use, and shall continue for a twelve month period or less depending on the date of installation to coincide with the fiscal year (ending June 30th).
- J. Preventative/scheduled maintenance (PM) shall be based on the specific needs of individual machines as determined by the Manufacturer. The Contractor shall schedule regular preventative maintenance (PM) service calls during the summer months (when school is not in session). Scheduled PM calls will not be considered downtime. The PM calls shall include, but not be limited to, routine cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Preventative/scheduled maintenance shall be performed in accordance with the manufacturer's recommendations.
- K. Service Logs: A service log shall be included with each machine. Make, model number, and date of installation shall be recorded by the Contractor. Thereafter the agency shall maintain and complete the log each time service is requested, including on-site responses and Phone-line support. The log shall list the issue/problem, response time, cause of breakdown, downtime, and time for repairs and the resolution. In the case of an on-site service response the contractor's representative shall sign the log when service has been completed and the log shall be countersigned by the person in the agency designated as in charge of that particular MFD. Preventative Maintenance performed shall also be maintained in this log. Should the cause of the service call be determined by mutual consent to be an operator error, misuse or abuse by the agency it shall be recorded under the resolution section of the log. This log will serve as a basis to resolve any complaint of excessive downtime, slow response to service calls and or request to cancel a rental agreement prior to expiration.

**6.2.14. BILLING AND INVOICING**

- A. Offeror shall include the following options in its proposal:
  - i. Options for monthly, quarterly, and annual invoicing.
  - ii. Option for annual billing to coincide with fiscal year.
- B. Offeror shall offer detailed and summary billing.
- C. Detailed invoices shall include purchase order numbers, location, model numbers, serial numbers, base charge, Invoice number, contract lease number for all equipment and/or services corresponding to the summary bill. Grand total on detail invoice shall match the total summary bill.
- D. Summary billing shall include company address, remit to address, purchase order number, period of coverage, invoice number, invoice date, number of machines and grand total for all equipment and/or services corresponding to the detail bill.
- E. Contractor shall work with FCPS to organize summary invoices to meet FCPS requirements.
- F. Contractor shall designate one billing point of contact for FCPS.
- G. Contractor shall provide an itemized amortization schedule at lease inception, and then annually no later than May 1st and as equipment is added or removed.
- H. Contractor agrees to make continued efforts to automate this process with FCPS's current and future systems. Failure to comply could mean delay of, or non-payment of invoice without recourse to the Contractor.



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- I. The parties agree to work in good faith to resolve disputed amounts on invoices within sixty (60) days of notification by FCPS. The parties agree to meet within thirty (30) days of contract award to develop a mutually agreeable plan for billing dispute resolution. FCPS will not pay late charges on disputed invoices.
- J. FCPS will not be liable for charges which are not invoiced within twelve (12) months of the date the service was provided. FCPS must bring claims or disputes for any charge or invoice within twelve (12) months of the date of the invoice.
- K. Contractor shall invoice maintenance and lease bills in the fiscal year to which the service was provided.

**6.2.15. TECHNICAL SPECIFICATIONS AND DEFINITIONS:**

- A. MFD Configuration: (a) Desktop: The dimensions, weight or design of this type of equipment allow it to be supported by a desk or optional stand. (b) Console: The dimensions, weight or design of this type of equipment prohibit desktop support; consequently, these units are free-standing and feature built-in consoles.
- B. Paper Weights – The MFD bid in each benchmark shall be able to run, at a minimum, up to the paper weights listed in both paper weights and by-pass/paper weights respectively. There are several types of paper classifications. If a bidder's MFD specification sheets states paper weights in a different classification than the benchmarks a determination of equivalence or exceeds shall occur. Below are some examples. For benchmarks that require higher than 20lb.

Bond paper weights for standard drawers/trays or cassettes the MFD shall at a minimum be able to accept that weight in at least one standard drawers/trays or cassettes.

Benchmark	Bond Paper	Book/Offset	Cover	Index
20lb. Bond	20lb.	50lb.	28lb.	42lb.
24lb Bond	24lb.	60lb.	33lb.	50lb.
28lb Bond	28lb.	70lb.	39lb.	58lb.
32lb Bond	32lb	80lb.	45lb	67lb.
42lb. Bond	42lb	110lb	60lb	90lb
110lb. Index	53lb	135lb	74lb	110lb

- C. Memory – for MFD's bid in the connected acquisition plan benchmarks, the specified minimum memory requirements can be satisfied by controller memory, by a combination of controller memory and a presence of a hard drive.
- D. Accessories – Contractors are encouraged to provide pricing for all possible accessories available for MFD's bid beyond minimum benchmark requirements. Accessories are not mandatory for bidding.
- E. Scanner: Color Digital (required on segment 3-6 Equipment).
- F. Scan Once/ Print Many: In copying mode, each original is scanned just once and stored in memory. Multiple copies are then made from the image stored in memory.
- G. Paper Capacity: The maximum amount of paper each drawer, tray or cassette holds when using the paper sources (drawers, trays or cassettes) of that benchmark requirement, excluding bypass.
- H. Automatic Duplexing: This means the MFD can automatically produce two-sided copies; the user does not have to manually reload one-sided copies into the machine to copy the second side. Machines with this feature may be equipped with automatic document feeders that enable the production of two-sided copies from single-sided originals (1:2), two-sided copies from two-sided originals (2:2) and single-sided copies from two-sided originals (2:1). Document feeders that provide two-to-two capability are referred to as RADFs (Reversing Automatic Document Feeders), RDHs (Recirculating Document Handlers), RDFs (Recirculating Document Feeders), UDH (Universal Document

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Handler) or RSADFs (Recirculating Semiautomatic Document Feeders). All Equipment will default to automatic duplex.

- I. Library MFD's. The following specifications apply only for the acquisition of MFD's for libraries.
  - i. Machines with moveable platens which scan by moving the original are not acceptable.
  - ii. Machine shall have edge mounted platen glass so center of book rests on the edge.
  - iii. All MFD's shall be coin-op (and bills)
  - iv. Coin-op systems shall have automatic change capability and extra coin capacity. Coin-op price-per copy shall be set in a maximum \$0.10 increments. Coin box to hold a minimum of \$100 in a mix of coin.
  - v. Coin mechanism shall be secured by locks and machine mounted.
  - vi. Offerors shall provide detailed specifications material on coin op systems in the proposal.

**6.2.16. Machine Performance:**

- A. Equipment Purchase Plans: This clause shall apply to purchased Equipment during the first 5 years of ownership. Equipment must have been continuously covered by a maintenance contract pursuant to this contract. Equipment shall be required to operate satisfactorily and produce acceptable copy quality at a 90% effectiveness level during any month of a five-year period beginning at acceptance. The effectiveness level for a MFD shall be computed by dividing the total productive time by the sum of that time plus the machine failure downtime. The MFD failure rate shall not average more than two (2) malfunctions (breakdowns) per month, requiring service by Contractor, for the highest monthly volume (the manufacturer's maximum recommended monthly volume) recommended in the benchmark range. Machines which develop a trend of requiring an excessive number of service calls (6 service calls in a three-month period) shall be reported by the County for review for compliance with this provision. Service calls will be counted in this timeframe due to machine malfunction only, not operator error or preventative maintenance calls. In the event that the Contractor fails to comply with the performance requirements of this paragraph, within the first year shall replace the non-complaint machine with a new machine matching all requirements of the benchmark including the manufacturing status of the machine awarded under this contract. During years two-five the Contractor shall replace the non-complaint machine with a machine having equal or greater features and equal or less operating cycles ("click count").
- B. Lease Plans: The MFD shall be required to operate satisfactorily and produce acceptable copy quality at a 90% effectiveness level during any month during the leased agreement. The effectiveness level for a MFD shall be computed by dividing the total productive time by the sum of that time plus the machine failure downtime. The MFD failure rate shall not average more than two (2) malfunctions (breakdowns) per month, requiring contractor corrections, for the highest monthly volume (the manufacturer's maximum recommended monthly volume) recommended in the benchmark range. Machines which develop a trend of requiring an excessive number of service calls (6 service calls in a three-month period) shall be reported by FCPS for review for compliance with this provision. Service calls will be counted in this timeframe due to machine malfunction only, not operator error, or preventative maintenance calls. In the event that the Contractor fails to comply with the performance requirements of this paragraph, the Contractor shall replace the non-complaint machine with a new machine matching all requirements of that benchmark. Failure to replace the machine when required by this paragraph will result in the order being cancelled, machine being immediately removed from the ordering entities' premises at the contractors cost, and no penalty charges being assessed.

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### **7. TASKS TO BE PERFORMED:**

- 7.1. **Gap Analysis** – The Contractor will perform a Gap Analysis as the first phase of the project. This work will be completed within 15 days of contract award. It will enable the Contractor to become familiar with the corporate culture of the County, meet the key players involved in the implementation, and evaluate the reasonability of the proposed implementation plan in the county's environment.

The Contractor will conduct comprehensive detailed solution design and discovery sessions that will address the County's requirements and supporting documentation. Its purpose is to allow the Contractor to perform a reasonability assessment and confirmation of the extent to which County requirements are addressed by the baseline solution, and confirmation of the extent to which solution configurability will meet the County requirements. The resulting gap analysis report will discuss how each of the detailed requirements presented in this document will be addressed by the proposed solution. It will include a list of all required customizations to the Contractor's base solution and a list of how the systems will address all functional requirements as referenced below. These discussions are to promote the following activities:

- Validate the functions and features of the solutions
- Identify required modifications
- Determine interface requirements
- Develop a final implementation plan
- Develop the final cost estimate

The County expects that the Contractor shall prepare the following documents:

- Implementation Plan to include Customization and Configuration Plan, as well as Gantt Chart prepared using MS Project
- Training and Communication Plan
- Detailed Final Staffing Assignments
- Final Hardware and Software Specifications
- Pricing Schedule for all required categories
- Other deliverables as negotiated

### **7.2. Implementation Work Plan and Project Management**

- a. Within 15 days of the completion of the Gap Analysis phase, the Contractor will provide the County with a revised Project Implementation Plan showing the approach, level of effort, task list and breakdown structure, major milestones and time to completion. The Work Plan, Milestones, and Deliverables will include a *Delivery/Completion Schedule* that clearly identifies the deliverables and the time of delivery. The work plan should address implementation of each of the subsequent proposed phases of the project.
- b. The Contractor must submit its Work Plan as a Gantt Chart utilizing Microsoft Project or comparable product, itemizing all tasks as appropriate.
- c. The Contractor must also prepare a formal risk management plan for this project as part of this task.
- d. The Contractor will assist the County in identifying and evaluating existing business processes. The new solution will be implemented based on the identified processes and the Contractor when/where necessary will provide alternative processes or solutions to work around the existing process in the new solution.
- e. The Contractor will provide formal weekly updates on project status to the authorized County representatives. Such updates shall include, but not be limited to, all completed or pending actions, status of deliverables, variances from work plan projections, and planned versus actual delivery dates.

**SPECIAL PROVISIONS**

- f. With the authorized County representatives, the Contractor will participate in monthly project briefings to communicate project status to key stakeholders.
  - g. Discussion with and approval by authorized County representatives will be required to finalize the plans and effective dates.
- 7.3. **Physical Environment** – The Contractor should take into account physical environment requirements and limitations (i.e. space, electrical, temperature, noise, etc.) when presenting final plans and before installing any solution. A formal physical assessment should be conducted for each location a solution is to be implemented or installed to assure compliance to Contractor and County requirements.
- 7.3.1 **Electrical and Space Requirements** – The majority of MFDs will be located within 'Office Suites' close to cubicles, offices, and conference rooms while others will be located in special 'Copier Rooms', each with its own power and space limitations that should be considered when presenting a solution. Offeror must provide a buck-boost transformer on all devices requiring 240-volts. Offeror should state electrical (including various power modes (i.e. running, standby, etc.)) and space requirement for each proposed MFD

Location Types	Available Power	Available Physical Space
Office Suite	<ul style="list-style-type: none"> <li>• 120V/60Hz, 15A</li> </ul>	W-72" D-72" H-72" max
Copy Room	<ul style="list-style-type: none"> <li>• 120V/60Hz, 15A</li> <li>-and-</li> <li>• 120V/60Hz, 20A dedicated circuit with NEMA 5-20R USA 3 pin Type 'B' T-slot receptacle</li> </ul>	W-108" D-72" H-72" max
Large Copy Room	<ul style="list-style-type: none"> <li>• 120V/60Hz, 20A dedicated circuit with NEMA 5-20R USA 3 pin Type 'B' T-slot receptacle</li> <li>-and-</li> <li>• 240V/60Hz, 20A dedicated circuit</li> </ul>	W-108" D-72" H-72" min

- 7.3.2 **Voice/Data Connectivity** – The majority of devices today are connected to a voice and data network. During the formal physical assessment and before placement of devices the Contractor should ensure proper type of connectivity exist.
- 7.3.3 **Temperature and Humidity** – Contractor should also take this into consideration when assessing the physical environment and before installing devices. Heat output (BTU/h) can be an issue for confined spaces therefore the Contractor should state the BTU/h for all MFDs proposed in their various operating modes (i.e. running, standby, etc.).
- 7.3.4 **Noise Level** – Noise should be considered when determining selection and placement of equipment. dB (A) SPL (decibel) levels for each device and their various operating modes i.e. running, standby, etc. should be stated.
- 7.3.5 **Emissions** – Offeror must state all known emissions (gases and particulate (i.e. volatile organic compounds, ozone, styrene, dust, toner particles, etc.)) and associated levels. Toner should be free of carcinogens, mutagens, and teratogens. Offeror should also state compliance for all known emission standards.

**SPECIAL PROVISIONS****7.4. Acceptance Testing**

- a. The Contractor must demonstrate through an acceptance process stress test that the solution performs as required in the County's technical environment and various remote facilities, and that the solution meets or exceeds the County's functional requirements. The Contractor shall develop, with input and approval by the County, specific written criteria for acceptance testing that will objectively measure each such functional requirement.
- b. The final acceptance test must use Fairfax County approved data and include report generation.
- c. The final acceptance test must adequately represent a percentage of the production solution.
- d. The final acceptance test must exercise all functionality and components successfully.
- e. Where applicable, Contractor must test back-up/recover features successfully.
- f. The failure of any specific portion of the test will require that the entire test be rerun, not just the failed portion of the test.
- g. The solution is accepted only after both parties agree that the full test was successful and an authorized County representative has certified in writing of final acceptance of the product.
- h. No warranty period shall begin until after such certification of successful acceptance testing is issued.

7.5. **Cutover and Acceptance** – The Contractor is responsible for solution cut-over. Cut-over plan and activities must be approved by an authorized County representative. Upon completion of installation, there will be a technical turnover of the modified system from the Contractor to DIT. The County requires that changes to the base solution be fully documented.

7.6. **Training and Communication** – The Contractor shall develop a training and communication work plan and curriculum to be approved by a County authorized representative. The work plan should include periodic follow-up and update training and communication especially when a new HW/SW release or version is installed. The Contractor's County-approved training schedule must be closely coordinated with County staff to coincide with the installation of the software and hardware. Upon acceptance by a County authorized representative, the Contractor shall implement said approved plan.

7.7. **Warranty** – After final production cutover and acceptance testing certification, the system will move into the warranty phase, which extends for entire term of the lease. The period of time the warranty is in effect should not overlap with that of the maintenance/service agreement. Should both warranty and maintenance agreements run concurrently, the offeror must provide sufficient evidence to demonstrate the benefit of services under both agreements. Otherwise the maintenance fees should not be incurred until after the warranty period has expired.

8. **PRODUCT INCENTIVES/CREDITS/REBATES**. Describe product credit, rebate and/or incentive programs, if any.

**9. TECHNICAL PROPOSAL INSTRUCTIONS:**

9.1. Proposals should not contain extraneous promotional materials. Offerors should utilize lay person terms and common terminology wherever possible. Proposals should cover the general topics outlined in this section and emphasize the Offeror's approach to the work. Proposals will be evaluated on the basis of information presented by the Offeror and the evaluation criteria listed in this RFP.

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Fifteen (15) copies of both the technical and cost proposal in appropriate Word/Excel format shall be provided on a CD or thumb drive, and shall include editable versions of any software license and/or maintenance agreements, in addition to your firms proposed lease document(s). The Offeror must include a notarized statement that the CD or thumb drive version is a true copy of the printed version. (Reference Section 16.)

The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides. Electronic/soft copies submitted must be certified free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit electronic/soft copies that contain viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. may be liable for resulting damages.

- 9.2. The Offeror must submit the Technical Proposal in a separate binder containing the following information divided by tabs:

**Tab 1 – COVER LETTER:** The cover letter will provide a brief history of the Offeror and its organization. The letter will indicate the principal or officer of the Offeror organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

This section will also contain statements confirming inclusion of all proposal submittals as outlined in Exhibit 2.

**Tab 2 – EXECUTIVE SUMMARY:**

The Offeror will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

**Tab 3 – OFFEROR PROFILE AND MFD PRODUCT HISTORY:**

The Offeror must provide a profile of its organization and all other companies who will be providing products or services through a subcontracting arrangement with the Offeror. At a minimum, the Offeror will provide the following information on a single page:

- Number of years in business
- Number of years involved with MFDs
- Total number of employees
- Number of MFD employees dedicated to service/repair of MFDs
- Total number of public sector clients with membership exceeding 50,000

**Tab 4 – OFFEROR QUALIFICATIONS:**

1. The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff. Offeror will complete the QUALIFICATION AND REFERENCE SUMMARY in Exhibit 2.
2. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include, but not be limited to, direct experience with local government and K-12 implementations. The Offerors record should reflect from the date of this RFP a minimum of five (5) years of contiguous experience in work of a similar nature and magnitude to that being proposed. Relevant experience must be associated with projects completed not more than one year prior to the date of this RFP. The County is interested in reference sites with similar services, and is interested in organizational competence certifications.

**SPECIAL PROVISIONS**

3. **References:** The County is interested in references with similar services. Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference. The Offeror will provide a reference for at least three (five or more is preferred) state or local government and K-12 customers similar in size to FCG and FCPS. References must contain the contact information for relevant installation sites, including customer name, site location, industry, customer base, user base, implementation date, hardware platform, product name/version number, and a brief description of the engagement.
4. **Personnel:** Full-time and part-time staff, proposed consultants and subcontractor who may be assigned direct work on this project must be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
5. **Resumes:** Must be provided for staff and proposed consultants are required indicating education, background, certifications, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.
6. **FCG and FCPS Staffing Plan:** Must describe the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the Offeror, if relevant.
  - A. The County will only accept Vendor personnel who have significant, relevant experience with the vendor's systems and can show a successful track record at locations of similar size and complexity as Fairfax County.
  - B. All Vendor personnel assigned to work on-site at Fairfax County may be required to undergo a criminal history check and sign a non-disclosure agreement. Off-site personnel may also be subject to a criminal history check depending on the sensitivity of the data involved. Please note that arrangements for required criminal history checks must be made in advance with appropriate County personnel. The County reserves the right to reject any personnel proposed by the Vendor for any reason.
  - C. Support personnel proposed must have the necessary level of training and experience with the application suite to ensure that the County is receiving expert-level support. The Vendor must provide the County with a listing of all certificates, training courses and other relevant evidence to document the level of expertise of proposed support personnel.
  - D. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.
  - E. If a "best of product" approach is proposed, preference will be given to Offerors that have proven experience working in a similar implementation with the vendors in their proposal.

**TAB 5 – OFFEROR INFORMATION**

1. SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION
2. SUPPLIER INFORMATION ON PAGES 19-23

**SPECIAL PROVISIONS****TAB 6 – FINANCIAL STATEMENTS**

Offeror must provide detailed, audited income statements and balance sheets from four of the most recent reporting periods.

**TAB 7 – STATEMENT OF REQUIREMENTS**

Offeror must provide a full narrative description of the equipment, functionality, service, support and offered by your Solution for each of the categories in Section 6 of the Special Provisions.

**TAB 8 – TASKS TO BE PREFORMED**

Offeror must provide a full narrative description for how they intend to fulfill each of the categories in Section 7 of the Special Provisions.

**TAB 9 – PRODUCT INCENTIVES**

Offeror may elect to provide a narrative description for any incentive program offerings in Section 8 of the Special Provisions.

**TAB 10 – EXHIBIT 2 DOCUMENTS**

Offeror Data Sheet

Business, Professional and Occupational License

Business Classification

Subcontractor's Notification Form

**TAB 11 – EXHIBIT 3 DOCUMENTS**

Contractor and Employee Certification Regarding Criminal Convictions

Vendor Code of Conduct and Expectations

Master Vendor Employee Name List

**TAB 12 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered**

**10. COST PROPOSAL INSTRUCTIONS:**

- 10.1. The Offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Attachments A and B). The following information should be submitted as part of the cost proposal:
  - 10.2. The cost of each task or segment of the task shall be itemized as specified in Attachment A (Multifunction Device Pricing Sheet) and Attachment B (Managed Print Services Pricing Sheet). Both attachments, along with Attachment A-1 (Minimum Technical Specifications for Multifunction Devices), must be completed and included in the Cost Proposal binder. In addition, Offeror shall provide pricing of any additional products, services and solutions it desires to offer Participating Public Agencies in Attachment C.
    - A. Offerors must provide a price breakdown for each product or service separately as well as totals for services provided together if prices differ.



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- B. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- i. Offerors are required to respond with rates which are fully loaded. No additional charges are permitted (e.g., travel, delivery, etc.).
  - ii. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.
  - iii. Financial Stability - Annual report if Offeror is listed on the stock market or financial reports where applicable if your organization does not produce an annual report.

**Caution: Failure to break down cost elements may render the Cost proposal non-responsive.**

**11. CONSULTATION SERVICES:**

- 11.1. The contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

**12. PRICING:**

- 12.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 12.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 12.3. Offeror will dynamically from month to month provide the County the lowest available price for any/all collective or individual solutions implemented to meet or exceed that of any contract the offeror has. The price will never increase for any reason without prior approval from an authorized Fairfax County Government representative. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Exhibit 1)

**13. TRADE SECRETS/PROPRIETARY INFORMATION:**

- 13.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 13.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

**14. CONTACT FOR CONTRACTUAL MATTERS:**

- 14.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Teena L. Stewart, CPPB, Contract Specialist  
 Department of Purchasing and Supply Management  
 Telephone: (703) 324-3227  
[Teena.stewart@fairfaxcounty.gov](mailto:Teena.stewart@fairfaxcounty.gov)

**SPECIAL PROVISIONS**

- 14.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 16.3).

**15. REQUIRED SUBMITTALS:**

- 15.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.
- 15.2. Offerors will include:
- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
  - B. Special Provisions & Specifications
  - C. Supplier Worksheet for National Program Consideration
  - D. Supplier Information
  - E. Exhibit 1 (General Conditions and Instructions to Bidders)
  - F. Exhibit 2 (Offeror Data Sheet, Qualification and Reference Summary, BPOL Form, Debarment/Suspension Certification, Listing of Local Public Bodies, Business Classification Schedule, Subcontractor's Notification Form)
  - G. Exhibit 3 (Contractor Certification Regarding Criminal Convictions, Vendor Code of Conduct, Master Vendor Employee Name List)
  - H. Exhibit 5 U.S. Communities Administration Agreement, signed unaltered

**16. SUBMISSION OF PROPOSAL:**

- 16.1. One (1) original (duly marked) and fifteen (15) copies of the Technical proposal, and one (1) original (duly marked) and fifteen (15) copies of the Cost proposal (Attachments A and B) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Offerors name and address on the outside. In addition, fifteen (15) copies of the combined Technical and Cost proposal in appropriate Word/Excel format shall be provided in a CD/DVD or thumb drive format and shall include editable versions of any software license and/or maintenance agreements as well as your firms proposed lease document(s).. The Offeror must include a notarized statement that the CD/DVD or thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Telephone: 703-324-3201

- 16.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda MUST be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/dpsm/solic/htm](http://www.fairfaxcounty.gov/dpsm/solic/htm).
- 16.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 16.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual

**SPECIAL PROVISIONS**

and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

- 16.5. Each original and set of the fifteen (15) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32)
  - b. Technical proposal as required in the Special Provisions, paragraph 9, **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - c. Cost proposal as required in the Special Provisions paragraph 10, **COST PROPOSAL INSTRUCTIONS**. (Attachments A, A-1 and B to be included in the Cost proposal. If Offeror wishes to propose additional Related Products, Services and Solutions, include those items with Attachment C.)
- 16.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.
- 16.7. As a demonstration of capability, Offerors are encouraged to produce all originals and certified true copies of proposals submitted in response to this RFP, using Offerors own in-house equipment and solutions (the same being offered to the County), specifically stating make(s) and model(s) used in the process, steps and amount of time taken to produce end result.

**17. LATE PROPOSALS:**

- 17.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

**18. PERIOD THAT PROPOSALS REMAIN VALID:**

- 18.1. Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

**19. BASIS FOR AWARD:**

- 19.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 19.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 19.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

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- 19.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 19.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 19.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Qualification of firm with appropriately qualified and experienced personnel.
  - b. Depth of response to the Special Provisions, Section 6, **STATEMENT OF REQUIREMENTS**.
  - c. Depth of response to Special Provisions, Section 7, **TASKS TO BE PERFORMED**.
  - d. Depth of response to Special Provisions, Section 9, **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - e. Details of the approach and methodology of program.
  - f. Reasonableness of cost proposal(s).
- 19.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 19.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 19.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 19.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 19.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**SPECIAL PROVISIONS****20. INSURANCE:**

- 20.1. The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 20.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
  - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
  - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
  - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - f. Rating Requirements:
    1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
    2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Exhibit 1) shall apply.
  - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
  - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.

**SPECIAL PROVISIONS**

- 20.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 20.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 20.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

**21. METHOD OF ORDERING:**

- 21.1. The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.
- 21.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.
- 21.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
- 21.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 21.5. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 21.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 21.7. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

**22. REPORTS AND INVOICING:**

- 22.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 22.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
  - a. Employee name;
  - b. The name of the County department;
  - c. Date of services
  - d. The type of services; and,
  - e. The itemized cost for each item/service.

### **SPECIAL PROVISIONS**

- 22.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 22.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

#### **23. PAYMENTS:**

- 23.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 6, **Statement of Requirements**.

#### **24. CHANGES:**

- 24.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 24.2. Lease agreements for individual MFDs may be suspended or cancelled at any time during the lease period by the County without penalty or further obligation. A thirty (30) day notice will be provided to Vendor by the County prior to individual MFD lease suspension or cancellation.
- 24.3. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

#### **25. DELAYS AND SUSPENSIONS:**

- 25.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 25.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 25.3. Delivery/Service delays beyond the contracted date will result in added expense to the County. The County shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the County per occurrence in the amount of \$100.00 per calendar day beyond the delivery/service date specified. This amount shall be fixed as liquidated damages that the County will suffer by reason of such delay, and not as a penalty. The County shall have the right to deduct and retain the amount of such liquidated damages from any monies due the Vendor.
- 25.4. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

**SPECIAL PROVISIONS****26. ACCESS TO AND INSPECTION OF WORK:**

- 26.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

**27. PROJECT AUDITS:**

- 27.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
  - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
  - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
  - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 27.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 27.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 27.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 27.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

**28. OTHER SERVICES:**

- 28.1. The Vendor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Vendor will submit the quality control report to the Contract Administrator identified in the final contract not later than August 1 of each contract year.

**29. DATA SOURCES:**

- 29.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.



**SPECIAL PROVISIONS****30. SAFEGUARDS OF INFORMATION:**

- 30.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

**31. ORDER OF PRECEDENCE:**

- 31.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Exhibit 1).

**32. SUBCONTRACTING:**

- 32.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us/>; local chambers of commerce and other business organizations.
- 32.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Exhibit 2 to this solicitation.

**33. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 33.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) will be extended to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. (See Exhibit 2 for a sample listing).
- 33.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 33.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 33.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 33.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

**34. NEWS RELEASE BY VENDORS:**

- 34.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

**SPECIAL PROVISIONS****35. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 35.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 35.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

**36. HIPAA COMPLIANCE:**

- 36.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 36.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

**37. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 37.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

# COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY** -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

### 2. DEFINITIONS-

**AGENCY:** Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

**BEST VALUE:** As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

**BID:** The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

**BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

**CONSULTANT SERVICES:** Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

**CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

**COUNTY:** County of Fairfax.

**GOODS:** All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

**INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

**INVITATION FOR BID (IFB):** A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

**PURCHASING AGENT:** The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

**QUICK QUOTE (QQ):** A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than the \$50,000.

**REQUEST FOR PROPOSAL (RFP):** A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

**RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

**SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

**SOLICITATION:** The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

**STATE:** Commonwealth of Virginia.

#### CONDITIONS OF BIDDING

**3. BID FORMS-**Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

#### 4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
  1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
  2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

#### 5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
  1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
  2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
  - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
  - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
  - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
  - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS-**When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initiated by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS -**All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.
- 8. COMPLETENESS-**To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-**Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS-**Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART-**Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS-**For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID-**Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING-**All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.htm>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES-**Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
- 16. RESPONSE TO SOLICITATIONS-**In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.
- 17. BIDDER INTERESTED IN MORE THAN ONE BID-**If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

**18. TAX EXEMPTION-**The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

**19. PROHIBITION AGAINST UNIFORM PRICING-**The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

#### SPECIFICATIONS

**20. QUESTIONS CONCERNING SPECIFICATIONS-**Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

**21. BRAND NAME OR EQUAL ITEMS-**Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

**22. FORMAL SPECIFICATIONS-**When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

**23. FEDERAL SPECIFICATIONS-**Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

#### AWARD

**24. AWARD OR REJECTION OF BIDS-**The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

**25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS**-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

**26. TIE-BIDS** - If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

**27. PROMPT PAYMENT DISCOUNT-**

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

**28. INSPECTION-ACCEPTANCE**-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

**29. DEFINITE BID QUANTITIES**-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

**30. REQUIREMENT BID QUANTITIES**-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

**CONTRACT PROVISIONS**

**31. TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

**32. TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**33. TERMINATION OF CONTRACT FOR CAUSE-**

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

**34. CONTRACT ALTERATIONS-**No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

**35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-**It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

**36. FUNDING-**A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

**37. DELIVERY/SERVICE FAILURES-**Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

**38. NON-LIABILITY-**The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

**39. NEW GOODS, FRESH STOCK-**All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

**40. NON-DISCRIMINATION-**During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

**41. SMALL AND MINORITY BUSINESS UTILIZATION**

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- B Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.



**42. GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

**43. PRICE REDUCTION**-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

**44. CHANGES**-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

**45. PLACING OF ORDERS**-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

#### DELIVERY PROVISIONS

**46. SHIPPING INSTRUCTIONS - CONSIGNMENT**-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

**47. RESPONSIBILITY FOR SUPPLIES TENDERED**-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

**48. INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

**49. COMPLIANCE**-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

**50. POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

**51. ADDITIONAL CHARGES-**Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

**52. METHOD AND CONTAINERS-**Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

**53. WEIGHT CHECKING-**Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

**54. DEMURRAGE AND RE-SPOTTING-**The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

**55. REPLACEMENT-**Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

**56. PACKING SLIPS OR DELIVERY TICKETS-**All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### BILLING

**57. BILLING-**Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

#### PAYMENTS

**58. PAYMENT-**Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

**59. PARTIAL PAYMENTS-**Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

**60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-**When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

#### GENERAL

**61. GENERAL GUARANTY-**Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

**62. SERVICE CONTRACT GUARANTY-Contractor agrees to:**

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

**63. INDEMNIFICATION-**Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any, and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

**64. OFFICIALS NOT TO BENEFIT-**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

**65. LICENSE REQUIREMENT-**All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: [http://www.fairfaxcounty.gov/dta/business\\_tax.htm](http://www.fairfaxcounty.gov/dta/business_tax.htm). The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

**66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**67. COVENANT AGAINST CONTINGENT FEES-**The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**68. VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

**BIDDER/CONTRACTOR REMEDIES****69. INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
  1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
  1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
  3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
    - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
  5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
  6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
  7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

**70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-**

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

**71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-**

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

**72. PROTEST OF AWARD OR DECISION TO AWARD-**

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

**73. CONTRACTUAL DISPUTES-**

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**74. LEGAL ACTION-**No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

**75. COOPERATIVE PURCHASING-**The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

**76. PROFESSIONAL AFFILIATION-**The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

**77. DRUG FREE WORKPLACE-**During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**78. VENUE:** This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

**79. IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**80. CONTRACTOR NOT TO BENEFIT:** Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

**APPROVED:**

/s/ David P. Bobzien  
COUNTY ATTORNEY

/s/ Cathy A. Muse  
COUNTY PURCHASING AGENT

**OFFEROR DATA SHEET**

NAME OF OFFEROR: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Fiscal Representative: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Purchase Order Address, if different from above:

\_\_\_\_\_

\_\_\_\_\_

Payment Address, if different from above:

\_\_\_\_\_

\_\_\_\_\_

**QUALIFICATION AND REFERENCE SUMMARY**

Pursuant to Paragraph 2 of the Special Provisions, each Offerors must meet the following MINIMUM qualifications: are required to submit the following:

- 2.2 Minimum of five (5) years contiguous experience implementing complete end-to-end Offeror staffed and operated turnkey MFD and/or Production Printing solutions of a similar nature and magnitude to that being requested, preferably in the public sector (state/local government) in the United States.

**Years of Experience** \_\_\_\_\_

- 2.3 Not more than three (3) years since last successful implementation of complete end-to-end Offeror provided and operated turnkey MFD and/or Production Printing solution of similar size and complexity.

**Date of Last Successful of implementation similar size and complexity** \_\_\_\_\_

- 2.4 Not terminated for cause from any MFD and/or Production Printing solution implementation in the past three (3) years. If terminated for cause within the last three (3) years provide detailed explanation and direct contact information of person(s) responsible for terminating the contract.

**Explanation**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2.5 Offer must be authorized by the manufacturer(s) during the last three (3) years to sell and service all proposed solutions and provide evidence of such.

**Attach letter or provide proof of authorization from manufacturer for past 3 years.**

Offeror is required to submit a minimum of three (3) references preferably from county and /or municipal school districts of equivalent size to Fairfax County Government and Fairfax County Public Schools. (Ref: Special Provisions, Paragraph 9.2).

**Reference 1: Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Point of Contact:** \_\_\_\_\_

**Current Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Please describe service provided:** \_\_\_\_\_

**Length of Engagement:** \_\_\_\_\_



Listing of Local Public Bodies

**Reference 2: Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Point of Contact:** \_\_\_\_\_

**Current Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Please describe service provided:** \_\_\_\_\_

**Length of Engagement:** \_\_\_\_\_

**Reference 3:**

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Point of Contact:** \_\_\_\_\_

**Current Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Please describe service provided:** \_\_\_\_\_

**Length of Engagement:** \_\_\_\_\_

Listing of Local Public Bodies

**BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:
 

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**

Listing of Local Public Bodies

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

**Printed Name of Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_ / \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_

Listing of Local Public Bodies

REFERENCE PARAGRAPH 33 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

**Complete and return this form with your proposal.**

\_\_\_\_\_  
Vendor Name

**BUSINESS CLASSIFICATION**

**DEFINITIONS**

***Small Business*** – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

***Minority-Owned Business*** - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

***Woman-Owned Business*** – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32).** This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.



**COUNTY OF FAIRFAX  
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013**

**Fax: 703-324-3228**

**SUBCONTRACTOR(S) NOTIFICATION FORM**

Contract Number/Title: \_\_\_\_\_

Prime Contractors Name: \_\_\_\_\_

Prime Contractor's Classification: \_\_\_\_\_

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 32, Special Provisions). Please complete this form and return it with your submission.

Please check here if you are not using a subcontractor: \_\_\_\_\_

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

**Complete and return this form with your proposal.**



**FCPS Technical Environment and Architecture  
Information**

Hardware and Networking Environment:

<b>Desktop</b>	<ul style="list-style-type: none"> <li>• Windows XP, Windows 2000, Windows 98</li> </ul>
<b>Server Platforms</b>	<ul style="list-style-type: none"> <li>• Windows 2008</li> <li>• Windows 2003 Server, R2, SP2</li> <li>• SUN Solaris 8, 9, 10</li> <li>• Red Hat Linux Enterprise 3.0 and 4.0</li> </ul>
<b>Networking</b>	<ul style="list-style-type: none"> <li>• TCP/IP</li> <li>• Wireless 802.11G, 302N.11</li> <li>• 802.1x (PEAP)</li> <li>• VPN (Cisco)</li> </ul>
<b>Handheld Devices</b>	<ul style="list-style-type: none"> <li>• RIM BlackBerry</li> <li>•</li> <li>• iTouch (in field test)</li> </ul>
<b>System Management</b>	<ul style="list-style-type: none"> <li>• Microsoft MOM 2007</li> <li>• HP Insight Manager</li> <li>• Nagios</li> <li>• Solarwinds</li> <li>• Microsoft SMS 2003</li> </ul>
<b>Building Access Systems</b>	<ul style="list-style-type: none"> <li>• DMP SystemLink</li> </ul>
<b>Phone Systems</b>	<ul style="list-style-type: none"> <li>• Mitel and Siemens</li> </ul>
<b>Outbound Calling Systems</b>	<ul style="list-style-type: none"> <li>• EasyCaller, PhoneMaster and School Messenger</li> </ul>



**FCPS Technical Environment and Architecture  
Information**

Enterprise Application Environment.

<b>Databases</b>	<ul style="list-style-type: none"> <li>- Oracle 9i and Higher, predominantly 10g</li> <li>- Microsoft SQL Server 2005-2008</li> </ul>
<b>Web Servers</b>	<ul style="list-style-type: none"> <li>- iPlanet 6.0</li> <li>- Microsoft IIS 7.0</li> <li>- Microsoft IIS 5.0</li> <li>- Apache 1.3</li> <li>- Apache 2.0</li> </ul>
<b>Anti Virus</b>	<ul style="list-style-type: none"> <li>- McAfee (Desktop)</li> <li>- Symantec Antivirus (Server)</li> </ul>
<b>Application Servers</b>	<ul style="list-style-type: none"> <li>- Oracle Application Server 10g</li> <li>- Oracle HTMLDB</li> <li>- Microsoft IIS 6.0 and 5.0</li> <li>- Tomcat 4.x</li> <li>- WebSphere (potential future use)</li> <li>- JRun 4.0</li> <li>- Coldfusion 6.1 Standard,</li> <li>- Coldfusion MX 9.0 Enterprise</li> </ul>
<b>Directory/Authentication Servers</b>	<ul style="list-style-type: none"> <li>- Oracle Internet Directory (OID)</li> <li>- Windows 2003 Server/Active Directory</li> <li>- Microsoft Internet Authentication Server (RADIUS &amp; PEAP)</li> <li>- Novell Identity Manager, eDirectory, Access Manager, (SAML)</li> </ul>
<b>Workflow</b>	<ul style="list-style-type: none"> <li>- Oracle Workflow</li> </ul>
<b>Enterprise Application Integration (EAI)</b>	<ul style="list-style-type: none"> <li>- WebMethods Integration Server</li> </ul>
<b>Web Content Filtering</b>	<ul style="list-style-type: none"> <li>- Websense Enterprise</li> </ul>
<b>Mobile Presentation Servers</b>	<ul style="list-style-type: none"> <li>- Defywire Mobility Suite</li> </ul>
<b>Internally Hosted COTS Client/Server and Web Applications</b>	<ul style="list-style-type: none"> <li>- SASI- Student Information System (Current)</li> <li>- Genesis Student Information System (available at time of project implementation)</li> <li>- Lawson - Human Resources</li> <li>- eCART HORIZON assessment application</li> </ul>
<b>Internally Hosted and Developed Web Applications</b>	<ul style="list-style-type: none"> <li>- Curriculum Repository - Internally developed Cold Fusion application</li> <li>- EDSL - Data Warehouse, Internally developed Oracle Application</li> </ul>
<b>Externally Hosted Web Applications</b>	<ul style="list-style-type: none"> <li>- Blackboard LEARN Academic Suite</li> <li>- eCART (Electronic Curriculum Assessment Resource Tool) built on Blackboard LEARN Naviance SUCCEED</li> <li>- Discovery Education</li> <li>- True North Logic ProfessionalDevelopment LCMS</li> <li>- Blackboard Connect</li> </ul>

**CONTRACTOR AND EMPLOYEE CERTIFICATION REGARDING CRIMINAL CONVICTIONS**

This form must be completed by an authorized official for any organization contracting to provide services to the Fairfax County School Board, or any of its schools or departments. The completed form must be attached to or incorporated in the bid or contract document. In addition, each employee assigned to work with students under this contract (if any) must complete a copy of this form. The contractor will keep all employee certifications on file, and will produce them at the request of any Fairfax County Schools representative.

Check one of the boxes below, and then complete the rest of the form:

- As the official authorized to enter this contract on behalf of my organization, I am certifying to the information on this form on behalf of myself and all of my organization's employees who will be in the presence of students during the performance of this contract.
- As an employee who will be providing services directly to students under this contract, I am certifying to the information on this form only for myself.

I certify that (i) I have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and (ii) unless expressly disclosed below, I have not been convicted of a crime of moral turpitude.

I understand that a materially false statement regarding this certification is a class 1 misdemeanor and that conviction of such misdemeanor may result in the revocation of the contract with the Fairfax County School Board and of any related license that I may hold. I declare under penalty of perjury that the foregoing statement is true and correct.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (please type or print)

\_\_\_\_\_  
Date

I have been convicted of the following crimes of moral turpitude. Crimes of moral turpitude are typically those that involve forgery, lying, cheating or stealing, such as making false statements and petit larceny.

Date of Crime	Name of Person Convicted *	Description of Crime	Court (e.g. Fairfax County Circuit Court)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\* Complete this column if the contracting official is reporting on the convictions of the organization's employees, as well as his or her own. Leave this column blank if the individual completing the form is certifying only his or her own convictions.



FAIRFAX COUNTY  
PUBLIC SCHOOLS

**Department of Information Technology**

Field Services, Information Technology  
4107 Whitacre Road  
Fairfax, VA 22032

**Vendor Code of Conduct and Expectations**

As an FCPS vendor, your employees will be expected to comply with section 9 of the FCPS Standards of Conduct regulation # 4429.3.

**Each vendor employee is expected to:**

- Comply with a reasonable request from an authorized FCPS employee
- Report to work in appropriate clothing with required tools and equipment and in a condition that will permit performance of assigned duties.
- Refrain from any disorderly conduct.
- Exercise courtesy and tact in dealing with FCPS employees.
- Behave in a professional manner.
- Maintain a clean and neat personal appearance to the maximum practicable extent during working hours.
- Safeguard FCPS information.
- Exercise watchfulness in the performance of duties to identify potential hazards to protect fellow humans.
- Render full, efficient, and competent service.
- Comply with rules and regulations governing the business hours of work at any given FCPS building.

**The following conduct is prohibited and may subject the vendor to disciplinary action, including termination of services rendered:**

- Using any information received confidentially in the performance of duties as a means of making personal profit.
- Engaging in criminal, dishonest, immoral, or disgraceful conduct that brings the school system into disrepute; engaging in theft, or being convicted of a crime.
- Soliciting or accepting anything of value in return for performing or refraining from performing an official act.
- Using School Board facilities improperly; carelessly or willfully causing destruction of School Board property.
- Threatening or assaulting anyone; possessing a weapon on School Board property.
- Falsifying any record or report.
- Manufacturing, distributing, dispensing, possessing, consuming, using, or selling alcohol or illegal drugs, or taking part in the unauthorized use of prescription drugs on School Board property during normal work hours or while performing School Board business.

- Having alcohol, illegal drugs, unlawful prescription drugs, or drug metabolites in the body while on duty.
- Failing to adhere to the policies and regulations of Fairfax County Public Schools.
- Engaging in political campaigns while on duty.

**In addition to what is specified in Regulation 4429.3, all [insert vendor name here] employees shall:**

- Sign in and out of the vendor/visitor log at the front office
- Park in a valid parking space
- Leave a message in the SBTS's mailbox updating the situation if there was no personal contact/interaction
- Leave the work area in an undisturbed state and remove trash and old parts
- Only use the following URL's to test internet connectivity:  
<http://fcpsnet.fcps.k12.va.us/index.shtml> for internal testing and  
<http://www.washingtonpost.com/> or  
<http://www.hp.com/> for external internet connectivity testing

**No other web addresses shall be accessed unless directed by one of the above listed FCPS agents in the first bullet. REMOVE**

A meeting must be scheduled with the vendor Account Manager at a minimum every **3 months** to review the standards. Anytime there is a deletion of a name on the list above the Account Manger must notify our office in writing. Anytime there is an addition to the above vendor list, the new (vendor) employee and Account Manager must attend a meeting at Field Services to review and sign the Vendor Standard of Conduct and update name in the master list.

The information above has been explained to me and I fully understand the contents and ramifications to me or the company I represent if I fail to comply.

Print Name: \_\_\_\_\_ Signed \_\_\_\_\_

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

**Master Vendor Employee Name List**

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**FCPS Contract #** \_\_\_\_\_

**Vendor Phone Number:** \_\_\_\_\_

**Account Manager Name:** \_\_\_\_\_

**Account Manager Phone Number** \_\_\_\_\_

Names of [insert vendor's name here] employee's that will be entering FCPS buildings  
(this list must be updated ANYTIME there is a personnel change)

	<b>First Name</b>	<b>Last Name</b>	<b>Date Activated</b>	<b>Date Inactive</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
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21				
22				
23				
24				
25				

Exhibit 4

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services.
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

## **ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT ("Agreement") is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and \_\_\_\_\_ ("Supplier").

### **RECITALS**

WHEREAS, \_\_\_\_\_ ("Lead Public Agency") has entered into a certain Master Agreement dated as of \_\_\_\_\_, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of \_\_\_\_\_ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

### **ARTICLE I**

#### **GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.



1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

## **ARTICLE II**

### **TERM OF AGREEMENT**

2.1 This Agreement is effective as of \_\_\_\_\_ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

## **ARTICLE III**

### **REPRESENTATIONS AND COVENANTS**

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

#### **3.2 U.S. Communities' Representations and Covenants.**

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "**Founding Co-Sponsors**") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier's sales force.

(b) **Training and Knowledge Management Support.** U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "**Program Manager**" and collectively, the "**Program Managers**"), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 **Supplier's Representations and Covenants.** Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "**Supplier's Commitments**" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

- containing:
- (A) A dedicated U.S. Communities internet web-based homepage
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original procurement solicitation;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of Products and Services pricing;
    - (5) Electronic link to U.S. Communities' online registration page; and
    - (6) Other promotional material as requested by U.S. Communities.
  - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

#### ARTICLE IV

##### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

#### ARTICLE V

##### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by **Exhibit B**, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“**Sales Report**”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 **Exception Reporting/Sales Reports Audits.** U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to [reporting@uscommunities.org](mailto:reporting@uscommunities.org). If Supplier does not resolve the discrepancy to U.S. Communities’ reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

5.4 **Online Reporting.** Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

<b>Report Name</b>	<b>Follow up with U.S. Communities</b>
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report

- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

**ARTICLE VI**

**MISCELLANEOUS**

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:                      U.S. Communities  
 2033 N. Main Street, Suite 700  
 Walnut Creek, California 94596  
 Attn: Program Manager Administration

Supplier: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attn: U.S. Communities Program Manager



6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

EXHIBIT A

MASTER AGREEMENT

(Fairfax County Master Agreement to be attached at time of award.)

**EXHIBIT B**

**SALES REPORT FORMAT**

**Appendix B - US (Data Format)**

TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
95600735	160	98916937	CITY OF LA VACANT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1626.00
95600222	160	9485235	LOS ANGELES COUNTY	Purchasing	750 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	20	2012	2	5	100.64
95600234	160	9485648	CITY OF LA NEIGHBORHOOD AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	187.05
95600735	160	98916935	CITY OF LA COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	6530.78
08602010	160	928940001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A SL	GROTON	CT	06340	20	2012	4	5	318.00
08601954	160	928940001051	GROTON CITY OF	Administration	123 A SL	GROTON	CT	06340	20	2012	2	5	212.00

Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	95600735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	160	See Supplier ID Table Below
Account No.	Optional	Text	25 max	98916937	Depends on supplier account no.
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	46030.78	Two digit decimal point and no \$ sign or comma

Agency Type ID	Agency Type Description
10	State
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
39	Regional Agency
41	Joint Powers Authority
49	Special District
50	Special District
60	State Agency
61	Independent Special District
62	Non-Profit
63	Other

**State Notice Addendum**

**Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:**

**Nationwide:**

**[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)**

**Other states:**

**State of Oregon, State of Hawaii, State of Louisiana, State of Washington**

State: HI  
Account Type: K-12

- ST JOHN THE BAPTIST
- PACIFIC BUDDHIST ACADEMY
- HAWAII TECHNOLOGY ACADEMY
- CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
- MARYKNOLL SCHOOL
- ISLAND SCHOOL
- KE KULA O S. M. KAMAKAU
- KAMEHAMEHA SCHOOLS
- HANAHAU'OLI SCHOOL
- EMMANUAL LUTHERAN SCHOOL

Account Type: County

- BOARD OF WATER SUPPLY
- MAUI COUNTY COUNCIL

Account Type: Non-Profit

- Naalehu Assembly of God
- University of the Nations
- outrigger canoe club
- St. Theresa School
- Hawaii Peace and Justice
- Kauai Youth Basketball Association
- NA HALE O MAUI
- LEEWARD HABITAT FOR HUMANITY
- WAIANAE COMMUNITY OUTREACH
- NA LEI ALOHA FOUNDATION
- HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
- BUILDING INDUSTRY ASSOCIATION OF HAWAII
- UNIVERSITY OF HAWAII FEDERAL CREDIT UNION

LANAKILA REHABILITATION CENTER INC.  
 POLYNESIAN CULTURAL CENTER  
 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST  
 BISHOP MUSEUM  
 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA  
 ASSOCIATION OF OWNERS OF KUKUI PLAZA  
 MAUI ECONOMIC DEVELOPMENT BOARD  
 NETWORK ENTERPRISES, INC.  
 HONOLULU HABITAT FOR HUMANITY  
 ALOHACARE  
 ORI ANUENUE HALE, INC.  
 IUPAT, DISTRICT COUNCIL 50  
 GOODWILL INDUSTRIES OF HAWAII, INC.  
 HAROLD K.L. CASTLE FOUNDATION  
 MAUI ECONOMIC OPPORTUNITY, INC.  
 EAH, INC.  
 PARTNERS IN DEVELOPMENT FOUNDATION  
 HABITAT FOR HUMANITY MAUI  
 W. M. KECK OBSERVATORY  
 HAWAII EMPLOYERS COUNCIL  
 HAWAII STATE FCU  
 MAUI COUNTY FCU  
 PUNAHOU SCHOOL  
 YMCA OF HONOLULU  
 EASTER SEALS HAWAII  
 AMERICAN LUNG ASSOCIATION  
 St. Francis Medical Center  
 MAUI FAMILY YMCA  
 WAILUKU FEDERAL CREDIT UNION  
 ST. THERESA CHURCH  
 HALE MAHAOLU  
 Hawaii Island Humane Society  
 First United Methodist Church  
 AOAQ Royal Capitol Plaza  
 Hawaii Carpenters Market Recovery Program Fund  
 Saint Louis School  
 Kroc Center Hawaii

**Account Type:** College and University

ARGOSY UNIVERSITY  
 HAWAII PACIFIC UNIVERSITY  
 UNIVERSITY OF HAWAII AT MANOA  
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 University Clinical Research and Association  
 CHAMINADE UNIVERSITY OF HONOLULU

**Account Type:** Other

Hawaii Information Consortium  
Leeward Community Church

Account Type: Unknown  
TURTLE BAY RESORT GOLF CLUB

Account Type: Community College  
COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency  
DOT Airports Division Hilo International Airport

STATE OF HAWAII, DEPT. OF EDUCATION  
ADMIN. SERVICES OFFICE  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
HAWAII AGRICULTURE RESEARCH CENTER  
STATE OF HAWAII

Account Type: Consolidated City/County  
CITY AND COUNTY OF HONOLULU

State: LA  
Account Type: K-12

Orleans Parish School Board  
Brother Martin High School  
Morris Jeff Community School  
Alexandria Country Day School  
DARBONNE WOODS CHARTER SCHOOL, INC.  
MENTORSHIP ACADEMY  
CADDO PARISH SCHOOLS  
JESUS THE GOOD SHEPHERD SCHOOL  
HOSANNA FIRST ASSEMBLY OF GOD  
DIOCESE OF LAFAYETTE  
NORTHEAST BAPTIST SCHOOL  
CHILDREN'S CHARTER MIDDLE SCHOOL  
VISITATION OF OUR LADY CATHOLIC SCHOOL  
DELHI CHARTER SCHOOL  
ACADIA PARISH SCHOOL BOARD  
ST. AMANT HIGH SCHOOL  
AVOYELLES PARISH SCHOOL BOARD  
BEAUREGARD PARISH SCHOOL BOARD  
CALCASIEU PARISH SCHOOL SYSTEM  
CATAHOULA PARISH SCHOOL BOARD  
VIDALIA JUNIOR HIGH SCHOOL  
DeSoto Parish School Board

EAST CARROLL PARISH SCHOOL BOARD  
IBERVILLE PARISH SCHOOL BOARD  
JACKSON PARISH SCHOOL BOARD  
JEFFERSON DAVIS PARISH SCHOOL BOARD  
JEFFERSON PARISH SCHOOL BOARD  
LINCOLN PARISH SCHOOL BOARD  
Recovery School District  
MADISON PARISH SCHOOL BOARD  
MOREHOUSE PARISH SCHOOL BOARD  
OUACHITA PARISH SCHOOL BOARD  
RICHLAND PARISH SCHOOL BOARD  
ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT  
ST LANDRY PARISH SCHOOL BOARD  
St.Mary Parish School Board  
TANGIPAHOA PARISH SCHOOL SYSTEM  
NEWELLTON ELEMENTARY SCHOOL  
UNION PARISH SCHOOL BOARD  
VERMILION PARISH SCHOOL BOARD  
VERNON PARISH SCHOOL BOARD  
WEST BATON ROUGE PARISH SCHOOL BOARD  
WEST CARROLL PARISH SCHOOL BOARD  
WINN PARISH SCHOOL BOARD  
MONROE CITY SCHOOLS  
ST JOSEPH THE WORKER  
Parkview Baptist  
ST. MARIA GORETTI CHURCH  
ST MARY'S DOMINICAN HS  
ST. AUGUSTINE HIGH SCHOOL  
ARCHBISHOP RUMMEL HIGH SCHOOL  
CATHOLIC OF POINTE COUPEE SCHOOL  
Archbishop Shaw High School  
E.D. WHITE CATHOLIC HIGH  
CENTRAL PRIVATE SCHOOL  
CENTRAL SCHOOL CORP.  
EPISCOPAL HIGH SCHOOL OF BATON ROUGE  
OAK FOREST ACADEMY  
RIVERSIDE ACADEMY  
HOLY TRINITY LUTHERAN CHURCH AND SCHOOL  
OPELOUSAS CATHOLIC SCHOOL  
ST. JOHN ELEMENTARY/MIDDLE SCHOOL  
LIVINGSTON PARISH PUBLIC SCHOOLS  
THE DUNHAM SCHOOL  
EXCELSIOR CHRISTIAN SCHOOL  
STATE DEPARTMENT OF EDUCATION  
GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER  
ST. CLETUS SCHOOL  
CLAIBORNE PARISH SCHOOL BOARD  
LAFAYETTE PARISH SCHOOL SYSTEM



LORANGER HIGH SCHOOL FOOTBALL  
ST. PIUS X SCHOOL  
ACADEMY OF THE SACRED HEART  
ST. JOAN OF ARC SCHOOL  
ST. DOMINIC SCHOOL  
WESTMINSTER CHRISTIAN ACADEMY  
CATHOLIC HIGH SCHOOL  
Parkview Elementary PTO  
Cedar Creek School  
Faith Lutheran High School  
Advocacy for the Arts & Technology  
LITTLE ANGELS SCHOOL AND DAY CARE  
CADDO PARISH MAGNET HIGH SCHOOL  
BOSSIER PARISH SCHOOL BOARD  
RAPIDES PARISH SCHOOL BOARD  
St. Edward School  
LaSalle Parish School District  
LSMSA  
Bogalusa School Board  
St. Charles Parish Public Schools  
Parkview Baptist School  
Ursuline Academy of New Orleans  
Bossier Parish School Board (BPSB)



Account Type: County  
Vermilion Parish Police Jury  
ST.CHARLES SHERIFFS OFFICE  
St Landry Parish Government  
St. James Parish Government  
Calcasieu Parish Sheriff's Office  
JEFFERSON PARISH DISTRICT ATTORNEY  
ASSUMPTION PARISH LIBRARY  
ST. BERNARD PARISH ADULT DRUG COURT  
WINN PARISH DISTRICT ATTORNEY  
GRANT PARISH POLICE JURY  
BIENVILLE PARISH POLICE JURY  
BOSSIER PARISH ASSESSOR  
BOSSIER PARISH CLERK OF CT  
BOSSIER SHERIFFS DEPARTMENT  
CADDO PARISH TAX ASSESSOR  
CALDWELL PARISH CLERK OF COURT  
CLAIBORNE PARISH POLICE JURY  
DESOTO PARISH POLICE JURY  
EAST BATON ROUGE PARISH CLERK OF COURT  
EAST FELICIANA PARISH SHERIFF OFFICE  
JACKSON PARISH POLICE JURY  
LINCOLN PARISH LIBRARY  
MOREHOUSE PARISH POLICE JURY

CITY OF OPELOUSAS  
OUACHITA PARISH POLICE JURY  
POINTE COUPEE PARISH POLICE JURY  
RAPIDES PARISH POLICE JURY  
ST. CHARLES PARISH  
ST JOHNS THE BAPTIST PARISH  
ST. MARY PARISH GOVERNMENT  
UNION PARISH HOMELAND SECURITY  
WEBSTER PARISH POLICE JURY  
WEST CARROLL PARISH SHERIFFS DEPT.  
WEST FELICIANA COMMUNICATIONS DISTRICT  
WINN PARISH POLICE JURY  
CATAHOULA PARISH POLICE JURY  
JEFFERSON PARISH GOVERNMENT  
TENSAS PARISH POLICE JURY  
ST TAMMANY FIRE DISTRICT 4  
IBERVILLE PARISH COUNCIL  
OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC  
SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION  
CALDWELL PARISH HOUSING AUTHORITY  
FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION  
RICHLAND PARISH LIBRARY  
ORLEANS PARISH CRIMINAL SHERIFFS OFFICE  
THIRD JUDICIAL DISTRICT COURT  
RAPIDES PARISH LIBRARY  
FI Parish Juvenile Detention Center  
PARISH OF ASCENSION  
Lafourche Parish Government State Of Louisiana  
JUDICIAL EXPENSE FUND  
GRANT PARISH POLICE JURY GAS DEPT.  
LA SALLE PARISH POLICE JURY  
DESOTO PARISH EMS  
DESOTO PARISH TAX ASSESSOR  
CADDO PARISH COMMISSION  
RICHLAND PARISH SHERIFF DEPARTMENT  
CONCORDIA PARISH POLICE JURY  
East Baton Rouge Parish Drug Court Treatment Center  
OUACHITA PARISH POLICE JURY  
St. Tammany Parish Assessor  
Livingston Council On Aging  
St. Landry Parish Tourist Commission  
PLAQUEMINES PARISH GOVERNMENT  
East Baton Rouge Parish Family Court  
Acadia Parish Clerk of Court

Account Type: Non-Profit

St. Landry Parish Community Action Agency  
Zoar Baptist Church

East Baton Rouge Mortgage Finance Authority  
Rebuilding Together New Orleans  
Touro Infirmary  
Acadiana CARES  
Presbytery of South Louisiana - Project Homecoming  
family service of greater new orleans  
The Magnolia School, Inc  
Church United for Community Development  
Plaquemines Community C.A.R.E. Center  
jerico road episcopal housing initiative  
greater mount calvary baptist church  
LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS  
BOOST FOUNDATION, INC.  
NEW GENERATIONS CHURCH OF MONROE, INC  
SUMMER GROVE BAPTIST ACADEMY  
NALC BRANCH 136  
GRACE COMMUNITY CHURCH  
COMITE BAPTIST CHURCH  
GULF COAST HOUSING PARTNERSHIP  
COMMITTEE FOR PLAQUEMINES RECOVERY  
THE FULLER CENTER FOR HOUSING OF NWLA  
DESOTO PARISH LIBRARY  
SEEKER SPRINGS MINISTRY CENTER  
THE CELL COMMUNITY SCHOOL & RESOURCE CENTER  
ELDERCARE SUPPORT SERVICES  
MARY BIRD CANCER CENTER  
LOUISIANA HEALTH CARE QUALITY FORUM  
LEWIS CME  
ST. BERNARD PROJECT  
PRIDE COMMUNITY ASSOCIATION  
HARVEST CHURCH  
ALLEGIANCE HEALTH MANAGEMENT  
UPWARD BOUND MINISTRIES, INC.  
IBTS  
HANDS ON NETWORK  
CROSSROADS CHURCH  
ST. PAUL BAPTIST CHURCH  
COMMUNITY SUPPORT PROGRAMS, INC.  
LAFAYETTE TEEN COURT, INC  
THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH  
URBAN IMPACT MINISTRIES  
Cornerstone Church of Zachary Inc  
GOOD SAMARITANS OF FRANKLIN  
LOUISIANA ASSOCIATION OF HEALTH PLANS  
LOUIS INFANT CRISIS CENTER  
GRACE LIFE FELLOWSHIP  
FAMILY WORSHIP CENTER CHURCH INC  
UNITY FOR THE HOMELESS,INC.

NEW TABERNACLE BAPTIST CHURCH  
CENLA AREA AGENCY ON AGING, INC.  
UNITED METHODIST HOPE MINISTRIES  
HEALING PLACE CHURCH  
RAPIDES PRIMARY HEALTH CARE CENTER  
K AND S CHILDHOOD DEVELOPMENT CENTER  
MOUNT HERMON BAPTIST CHURCH  
PLEASANT VALLEY UNC  
LIVINGSTON PARISH PRESIDENT-COUNCIL  
LINCOLN GENERAL HOSPITAL  
CROSSPOINT BAPTIST CHURCH  
MACEDONIA MISSIONS, INC.  
MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.  
Jefferson Chamber of Commerce  
FAMILY RESOURCES OF NEW ORLEANS  
LOUISIANA FAMILY FORUM  
PCPFHF  
FAMILY MEDICAL CLINIC OF MER ROUGE  
NEW BEGINNINGS CDC  
FAITH TABERNACLE CHURCH  
THE WAY OF HOLINESS APOSTOLIC CHURCH  
MIRACLE PLACE CHURCH  
THE HARVEST  
POLICE JURY ASSOCIATION OF LOUISIANA  
NSU CHILD AND FAMILY NETWORK  
MOREHOUSE GENERAL HOSPITAL  
BROADMOOR CHRISTIAN CHURCH  
MW PRINCE HALL MASONIC HALL TEMPLE  
LITTLE THEATRE OF MONROE, INC.  
BOSSIER CHAMBER OF COMMERCE  
ST. ANDREW PRESBYTERIAN CHURCH  
WEST JEFFERSON MEDICAL CENTER  
IBERIA MEDICAL CENTER  
BROADMOOR UNITED METHODIST PRESCHOOL  
ST.ANSELM CATHOLIC CHURCH  
ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH  
KIWANIS INTERNATIONAL  
Tulane Hillel  
DISABLED VETERNS OF LA CHAPTER 4  
SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND  
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
ISTROUMA AREA COUNCIL OF BOY SCOUTS  
UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC  
RIDGE AVENUE BAPTIST CHURCH  
Girls Scouts Louisiana East  
CHILDREN'S HOSPITAL  
LOUISIANA SPCA  
FIRST BAPTIST CHURCH RUSTON

GIRL SCOUTS OF LA - PINES TO GULF  
UNITED WAY OF NORTHEAST LOUISIANA, INC.  
LOUISIANA REALTORS ASSOCIATION  
LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION  
ST. GEORGE CHURCH  
JACKSON PARISH HOSPITAL  
ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE  
ARCHDIOCESE OF NEW ORLEANS  
TOTAL COMMUNITY ACTION, INC.  
AVOUELLES PROGRESS ACTION COMMITTEE, INC  
CENLA COMMUNITY ACTION COMMITTEE, INC.  
PCSS  
ST. MICHAEL SPECIAL SCHOOL  
MACON ECONOMIC OPPORTUNITY  
LIVINGSTON PARISH CHAMBER OF COMMERCE  
FIRST BAPTIST CHURCH COVINGTON  
JEWISH FEDERATION OF GREATER BATON ROUGE  
COOK BAPTIST CHURCH  
ST. MARY CAA, INC.  
OUR LADY OF PROMPT SUCCOR CHURCH  
NEW CHAPEL HILL BAPTIST CHURCH  
The Arc Of Iberia  
MCIO HEAD START  
FRANKLIN MEDICAL CENTER  
HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD  
EASTER SEALS LOUISIANA  
VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS  
ST. ALOYSIUS CATHOLIC SCHOOL  
LOUISIANA DISTRICT ATTORNEYS ASSOCIATION  
ODYSSEY HOUSE LOUISIANA, INC.  
HAVEN NURSING CENTER, INC.  
KING OF KINGS EVANGELICAL LUTHERAN CHURCH  
ST. JEAN VIANNEY CHURCH  
Southern Financial Exchange  
new home ministries  
HEBRON BAPTIST CHURCH  
ST THOMAS AQUINAS CATHOLIC CHURCH  
GREATER OUACHITA WATER COMPANY  
MT. VERNON BAPTIST CHURCH  
LA ASSEMBLY OF THE CHURCH OF GOD  
CENTRAL CITY EOC  
ST. MARY PARISH TOURIST COMMISSION  
PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY  
UNIVERSITY CHURCH OF CHRIST  
CITY OF FAITH PRISON MINISTRIES, INC.  
THE SPIRIT OF FREEDOM MINISTRIES  
BONITA ROAD BAPTIST CHURCH  
EVANGELINE BAPTIST CHURCH

HOPEWELL BAPTIST CHURCH  
PENIEL BAPTIST CHURCH  
ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA  
PHILADELPHIA BAPTIST CHURCH  
HOSANNA LUTHERAN CHURCH  
MOUNT CANAAN MISSIONARY BAPTIST CHURCH  
NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN  
MARION BAPTIST CHURCH  
VERNON COMMUNITY ACTION COUNCIL, INC.  
FIRST CHURCH OF GOD IN OAK GROVE, INC.  
Ouachita Baptist Church  
OLIVE BRANCH BAPTIST CHURCH  
FIRST APOSTOLIC CHURCH  
SOLOMON TEMPLE BAPTIST CHURCH  
WEST BATON ROUGE CHAMBER OF COMMERCE  
IFA CHURCH  
LA ONE CALL  
ST. FRANCIS DINER  
SWEETWATER BAPTIST CHURCH  
THE CHURCH OF THE LIVING GOD  
WORKFORCE INVESTMENT BOARD SDA-83  
TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.  
PRESBYTERIAN CHURCH OF RUSTON  
ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.  
ST. MARY PARISH LIBRARY  
THE HOUSE OF FAITH HOPE AND CHARITY  
THE SALVATION ARMY  
EMMANUEL BAPTIST CHURCH  
BOY SCOUTS OF AMERICA  
FIRST BAPTIST CHURCH  
FIRST UNITED METHODIST CHURCH  
ST. JOHN THE BAPTIST CATHOLIC CHURCH  
FIRST BAPTIST CHURCH  
ST PATRICK CHURCH  
GRACE EPISCOPAL CHURCH  
TRINITY LUTHERAN CHURCH  
FIRST BAPTIST CHURCH  
EMMANUEL BAPTIST CHURCH  
ANTIOCH BAPTIST CHURCH  
ST. JOHN THE BAPTIST CATHOLIC CHURCH  
TRINITY BAPTIST CHURCH  
Baton Rouge Soccer Association  
ST. PAULS UNITED METHODIST CHURCH  
PARKVIEW BAPTIST CHURCH  
OPEN DOOR BAPTIST CHURCH  
Galilee Baptist Academy  
Volunteers of America of North Louisiana  
GIBSON AREA HOSPITAL

First United Methodist Church  
Port City Enterprises  
Baton Rouge Children's Advocacy Center  
Go Care  
Trinity Episcopal Church  
Beginners Mind Inc  
Wisner Foundation  
Berean Church  
South Central Laborers  
Southern United Neighborhoods  
Franklin Medical Center  
Livingston Parish Council  
New Orleans Museum Of Art  
Our Lady of Victory  
Ingleside United Methodist Church  
congregation temple sinai  
NORTHWEST LOUISIANA LIONS EYE BANK  
NEW HORIZONS  
UNITED AUTO WORKERS UNION  
STEEPLE CHASE BAPTIST CHURCH  
METRO/REGIONAL BUSINESS INCUBATOR  
BENTON UNITED METHODIST CHURCH  
EMMANUEL MISSIONARY BAPTIST CHURCH  
ELIZABETH BAPTIST CHURCH  
LITTLE UNION BAPTIST CHURCH  
BARKSDALE UNITED METHODIST CHURCH  
MORING STAR BAPTIST CHURCH  
PEACEFUL REST BAPTIST CHURCH  
UNITED WAY OF NW LOUISIANA  
WORD OF LIFE MINISTRIES  
FROM BONDAGE TO FREEDOM  
LANE CHAPEL CME  
NATIONAL SAFETY COUNCIL  
PLEASEAN HILL BAPTIST CHURCH  
MT. ZION CME CHURCH  
CENTRAL ASSEMBLY OG GOD  
MEYERS MEMORIAL CHAPEL  
LAKE BETHLEHEM BAPTIST CHURCH  
BROADMOOR PRESBYTERIAN CHURCH  
ST. MARYS BAPTIST CHURCH  
GREATER HOPE BAPTIST CHURCH  
STERLINGTON HOLINESS TABERNACLE  
YMCA OF SHREVEPORT, LA  
SUMMER GROVE BAPTIST CHURCH  
STARLIGHT BAPTIST CHURCH  
ST. REST BAPTIST CHURCH  
LAKESIDE BAPTIST CHURCH  
EMMANUEL BAPTIST CHURCH

SHOWERS OF BLESSING MINISTRIES  
 CALVARY BAPTIST CHURCH  
 GREATER ELIZABETH BAPTIST CHURCH  
 SHREVEPORT REGIONAL ARTS COUNCIL  
 NEW TESTAMENT UNITED PENTECOSTAL CHURCH  
 CHRISTVIEW CHRISTIAN CHURCH  
 NEW GREENWOOD BAPTIST CHURCH  
 BARKSDALE FEDERAL CREDIT UNION  
 TRINITY WORSHIP CENTER  
 Lafayette Habitat for Humanity  
 Nativity of Our Lady Church  
 Full Gospel Church  
 Health Care Centers In Schools  
 First United Methodist Church of Slidell  
 HOUSE OF RUTH, INC.  
 Habitat for Humanity St. Tammany West  
 Volunteers of America Greater Baton Rouge, Inc.  
 New Orleans BioInnovation Center  
 Our Lady of Perpetual Help Catholic Church  
 St. Peter Catholic Church  
 St. Agnes Catholic Church  
 Goodwill Industries  
 Capital Area Alliance for Homeless  
 New Life Missionary Baptist Church  
 Louisiana Hemopheilia Foundation Inc  
 ST. ALBAN'S CHAPEL  
 lisamaye fighting lupus and raising awareness  
 Broadmoor Improvement Association  
 Divine Touch Community development Center  
 Galvez Football Club Inc

Account Type: College and University

Louisiana Universities Marine Consortium  
 CAMERON COLLEGE  
 LOUISIANA TECHNICAL COLLEGE  
 SOUTHEASTERN LOUISIANA UNIVERSITY  
 LOUISIANA STATE UNIVERSITY  
 CENTENARY COLLEGE OF LOUISIANA  
 DILLARD UNIVERSITY  
 LOYOLA UNIVERSITY OF NEW ORLEANS  
 THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND  
 NOTRE DAME SEMINARY  
 NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY  
 OUR LADY OF HOLY CROSS COLLEGE  
 LSUHSC - SHREVEPORT  
 Kappa Kappa Gamma  
 Louisiana State University  
 Louisiana, University Of Lafayette



SOUTHERN UNIVERSITY  
McNeese State University

RFP 2000000264

Account Type: Other

Vermilion Parish Sheriff Dept.  
st. charles united methodist church  
New Orleans Redevelopment Authority  
Chris Raggio  
NWL TECHNICAL COLLEGE  
ACI ST JOHN LLC  
SOUTHSIDE ECONOMIC DEVELOPMENT  
A AND B NOTARY  
NEW ORLEANS JAZZ ORCHESTRA  
HAVEN REHABILITATION CENTER, INC.  
PONCHATOULA AREA RECREATION DISTRICT NO.1  
UNITECH TRAINING ACADEMY  
VERMILION PARISH WATERWORKS DISTRICT NO.1  
BOSSIER PARISH MAXIMUM SECURITY JAIL  
WEST BATON ROUGE S/O WORK RELEASE  
DEMCO  
LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL  
G B COOLEY SERVICES  
NORTH CADDO MEDICAL CENTER  
Union Community Action, Association  
WEST BATON ROUGE PARISH POLICE JURY  
UNION COUNCIL ON AGING  
REPUBLICAN PARTY OF LA  
CHITIMACHA TRIBE OF LOUISIANA  
CAJUNDOME  
AGAPE LOVE  
Port Shreveport Bossier  
Greater Elizabeth  
CALLAWAY ENTERPRISES  
APOSTOLIC DELIVERANCE U.P.C. INC.  
UNION SPRINGS MBC  
WILLIAMS MEMORIAL CME  
LAKESIDE DAY CARE  
AMERICAN CHILD DAY CARE CENTER  
WILLIS-KNIGHTON FEDERAL CREDIT UNION  
MT. SINAI MBC  
Shell Robert Training & Conference Center  
St. John the Baptist Parish Library  
Louisiana Workforce LLC  
First Baptist Church

Account Type: Unknown

SHREVEPORT OXYGEN  
CALDWELL MEMORIAL HOSPITAL

Housing Authority City of Natchitoches AMP20  
Larose Lower Elementary  
LA DEPARTMENT OF MILITARY AFFAIRS  
Terrebonne Parish Consolidated Government Warehouse

Account Type: City Special District

FIRE PROTECTION DIST. NO. 5  
RAYNE HOUSING AUTHORITY  
GREATER NEW ORLEANS EXPRESSWAY COMMISSION  
Sewerage and Water Board

Account Type: Independent Special District

UNIVERSITY HOUSE@ACADIANA  
ALLEN PARISH FIRE PROTECTION DISTRICT FIVE  
ST. GEORGE FIRE PROTECTION DISTRICT NO.2  
POVERTY POINT RESERVOIR DISTRICT  
BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS  
LAFAYETTE AIRPORT COMMISSION  
CAPITAL AREA LEGAL SERVICES CORP  
NEW ORLEANS REGIONAL BUSINESS PARK  
ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3  
BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1

Account Type: City

City of Morgan City/Planning and Zoning  
Town of St. Francisville  
CITY OF VILLE PLATTE  
BUNKIE FIRE DEPT  
MONROE CITY  
TOWN OF ARCADIA  
TOWN OF BENTON  
CITY OF BOSSIÉR  
CADDO PARISH CLERK OF COURT  
CITY OF COVINGTON  
EVANGELINE PARISH SHERIFF DEPT.  
TOWN OF FARMERVILLE  
TOWN OF HAYNESVILLE  
TOWN OF JONESVILLE  
CITY OF LAKE CHARLES FIRE DEPT  
CITY OF LEESVILLE  
CITY OF MINDEN  
CITY OF NEW ROADS  
TOWN OF OLLA  
CITY OF PLAQUEMINE  
PONCHATOULA POLICE DEPT.  
TOWN OF RAYVILLE  
CITY OF RUSTON  
ST. BERNARD PARISH GOVERNMENT

ST LANDRY PARISH SHERIFF DEPT  
Sewerage and Water Board of New Orleans  
CITY OF SHREVEPORT  
CITY OF SLIDELL  
CITY OF WEST MONROE  
CITY OF WINNFELD  
CITY OF WINNSBORO  
CITY OF KENNER  
CITY OF WESTLAKE  
TOWN OF CHURCH POINT  
VILLAGE OF PALMETTO  
TOWN OF WHITE CASTLE  
TOWN OF WATERPROOF  
CITY OF BAKER POLICE DEPARTMENT  
BREAUX BRIDGE HOUSING AUTHORITY  
CAPITAL CITY PRESS  
TOWN OF GRAND ISLE  
ASCENSION PARISH LIBRARY  
GREATER NEW ORLEANS FOUNDATION  
LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO BUILDING CORP  
VILLAGE OF FENTON  
TOWN OF PEARL RIVER  
VILLAGE OF FOREST HILL  
BALL POLICE DEPARTMENT  
TOWN OF ROSEFINE  
TOWN OF LEONVILLE  
DENHAM SPRINGS CITY MARSHAL  
CITY OF PORT ALLEN  
CITY OF MONROE  
CITY OF HAMMOND  
CITY OF ALEXANDRIA  
Pelican State Credit Union  
City of Harahan  
TOWN OF HOMER  
TOWN OF STERLINGTON  
TOWN OF JONESBORO  
St. John Sheriff Office  
city of gretna  
City Of Rayne  
City of Westwego Parks & Recreation

Account Type: County Special District

st. landry parish solid waste  
15TH JUDICIAL DISTRICT COURT  
FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH  
GRANT PARISH SHERIFF  
IBERIA PARISH GOVERNMENT  
TANGIPAHOA MOSQUITO ABATEMENT DISTRICT

SULPHUR PARKS AND RECREATION  
BOSSIER LEVEE DISTRICT  
EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1  
Castine Center  
St. Mary Parish Recreation District #3

Account Type: Community College

THE ART STATION  
COMPASS CAREER COLLEGE  
SOUTH LA COMMUNITY COLLEGE  
DELGADO COMMUNITY COLLEGE  
GRETNA CAREER COLLEGE  
Acadiana Technical College  
sowela tech comm college

Account Type: State Agency

The Housing Authority of the City of Opelousas  
lsu health systems  
Leonard J Chabert Medical Center  
LA State Board Of Medical Examiners  
LA RESEARCH PARK CORPORATION  
CONCEALED HANDGUN PERMIT UNIT  
DEPT OF CULTURE RECREATION AND TOURISM  
DEPARTMENT OF REVENUE/LOUISIANA  
LA. DIVISION OF ADMINISTRATION  
LOUISIANA TECH UNIVERSITY  
DHH-OFFICE OF PUBLIC HEALTH  
LOUISIANA DEPARTMENT OF STATE  
LA DEPT OF WILDLIFE AND FISHERIES  
VERNON WORKFORCE CENTER  
LA SHERIFFS PENSION AND RELIEF FUND  
Richland Parish Tax Assessors office  
THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM  
HAMMOND DEVELOPMENTAL CENTER  
HOUMA-TERREBONNE HOUSING AUTHORITY  
METROPOLITAN DEVELOPMENTAL CENTER  
COLUMBIA DEVELOPMENT CENTER  
LINCOLN COUNCIL ON THE AGING  
26TH JUDICIAL DISTRICT PUBLIC DEFENDER  
LA OFFICE OF STATE PARKS  
LOUISIANA HOUSING FINANCE AGENCY  
SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE  
ELAYN HUNT CORRECTIONAL CENTER  
LSU AGCENTER EXTENSION SERVICE OFFICE  
18TH JDC-ALVIN BATISTE, JR JUDGE  
LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS  
LOUISIANA STATE GOV. BIDS  
MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER

Covington Housing Authority  
Department of Children and Family Services/Child Welfare/West Jefferso  
Southeast Louisiana Hosp  
State of Louisiana Office of Legislative Auditor  
26 TH JUDICIAL COURT  
C.A.S.S.E.  
FLETCHER TECHNICAL COMMUNITY COLLEGE  
Orleans Parish Communication District  
LSUHSC/E.A. CONWAY MEDICAL CENTER  
Louisiana Board of Barbers Examiners  
LSU Bogalusa Medical  
Tahgipahoa Parish Sheriff's Office  
DCFS/CW/WEST JEFFERSON  
Ruston Housing Authority

Account Type: Consolidated City/County

City of New Orleans

Account Type: Federal

METRO NARCOTICS DEA TASK FORCE  
MONROE HOUSING AUTHORITY  
HOUSING AUTHORITY OF THE TOWN OF VINTON  
career systems development corporation  
first castle federal credit union

Account Type: Housing Authority

Vernon Parish Housing Authority  
Haynesville Housing Authority  
St. John the Baptist Housing Authority  
Lake Arthur Housing Authority  
MORGAN CITY HOUSING AUTHORITY  
HOUSING AUTHORITY OF BOSSIER CITY  
ST. LANDRY PARISH HOUSING AUTHORITY  
HOUSING AUTHORITY OF JEFFERSON PARISH  
SIMMESPORT HOUSING AUTHORITY  
SOUTHWEST ACADIA HOUSING AUTHORITY  
LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION  
YOUNGSVILLE HOUSING AUTHORITY  
Gibsland Housing Authority  
Arcadia Housing Authority  
Welsh Housing Authority  
SABINE PARISH HOUSING AUTHORITY  
PROVIDENCE HOUSE  
Gueydan Housing Authority  
Cottonport Housing Authority  
Logansport Housing Authority  
Mansfield Housing Authority  
Jennings Housing Authority

VALLEY CATHOLIC SCHL  
Bethel School District #52  
Portland YouthBuilders  
Fern Ridge School District 28J  
MOLALLA RIVER ACADEMY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
SOUTHWEST CHARTER SCHOOL  
WHITEAKER MONTESSORI SCHOOL  
CASCADES ACADEMY OF CENTRAL OREGON  
NEAH-KAH-NIE DISTRICT NO.56  
INTER MOUNTAIN ESD  
STANFIELD SCHOOL DISTRICT  
LA GRANDE SCHOOL DISTRICT  
CASCADE SCHOOL DISTRICT  
DUFUR SCHOOL DISTRICT NO.29  
hillsboro school district  
GASTON SCHOOL DISTRICT 511J  
BEAVERTON SCHOOL DISTRICT  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
WILLAMINA SCHOOL DISTRICT  
MCMINNVILLE SCHOOL DISTRICT NO.40  
Sheridan School District 48J  
THE CATLIN GABEL SCHOOL  
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
CENTRAL CATHOLIC HIGH SCHOOL  
CANYONVILLE CHRISTIAN ACADEMY  
GEN CONF OF SDA CHURCH WESTERN OR  
PORTLAND ADVENTIST ACADEMY  
OUR LADY OF THE LAKE SCHOOL  
NYSSA SCHOOL DISTRICT NO. 26  
ARLINGTON SCHOOL DISTRICT NO. 3  
LIVINGSTONE ADVENTIST ACADEMY  
Santiam Canyon SD 129J  
WEST HILLS COMMUNITY CHURCH  
BANKS SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD  
HARNEY EDUCATION SERVICE DISTRICT  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J

SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SILVER FALLS SCHOOL DISTRICT  
St Helens School District  
DAYTON SCHOOL DISTRICT NO.8  
Amity School District 4-J  
SCAPPOOSE SCHOOL DISTRICT 1J  
REEDSPORT SCHOOL DISTRICT  
FOREST GROVE SCHOOL DISTRICT  
DAVID DOUGLAS SCHOOL DISTRICT  
LOWELL SCHOOL DISTRICT NO.71  
TIGARD-TUALATIN SCHOOL DISTRICT  
SHERWOOD SCHOOL DISTRICT 88J  
RAINIER SCHOOL DISTRICT  
NORTH CLACKAMAS SCHOOL DISTRICT  
MONROE SCHOOL DISTRICT NO.1J  
CHILDPEACE MONTESSORI  
HEAD START OF LANE COUNTY  
HARNEY COUNTY SCHOOL DIST. NO.3  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL  
LEBANON COMMUNITY SCHOOLS NO.9  
MT.SCOTT LEARNING CENTERS  
SEVEN PEAKS SCHOOL  
DE LA SALLE N CATHOLIC HS  
MULTISENSORY LEARNING ACADEMY  
MITCH CHARTER SCHOOL  
REALMS CHARTER SCHOOL  
BAKER SCHOOL DISTRICT 5-J  
PHILOMATH SCHOOL DISTRICT  
CLACKAMAS EDUCATION SERVICE DISTRICT  
CANBY SCHOOL DISTRICT  
OREGON TRAIL SCHOOL DISTRICT NO.46  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
MOLALLA RIVER SCHOOL DISTRICT NO.35  
ESTACADA SCHOOL DISTRICT NO.108  
GLADSTONE SCHOOL DISTRICT  
ASTORIA SCHOOL DISTRICT 1C  
SEASIDE SCHOOL DISTRICT 10  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
VERNONIA SCHOOL DISTRICT 47J  
SOUTH COAST EDUCATION SERVICE DISTRICT  
COOS BAY SCHOOL DISTRICT NO.9  
COOS BAY SCHOOL DISTRICT  
NORTH BEND SCHOOL DISTRICT 13  
COQUILLE SCHOOL DISTRICT 8  
MYRTLE POINT SCHOOL DISTRICT NO.41  
BANDON SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C

REDMOND SCHOOL DISTRICT  
DESCHUTES COUNTY SD NO.6 - SISTERS SD  
DOUGLAS EDUCATION SERVICE DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
GLIDE SCHOOL DISTRICT NO.12  
SOUTH UMPQUA SCHOOL DISTRICT #19  
YONCALLA SCHOOL DISTRICT NO.32  
ELKTON SCHOOL DISTRICT NO.34  
DOUGLAS COUNTY SCHOOL DISTRICT 116  
HOOD RIVER COUNTY SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NO.4  
CENTRAL POINT SCHOOL DISTRICT NO. 6  
JACKSON CO SCHOOL DIST NO.9  
ROGUE RIVER SCHOOL DISTRICT NO.35  
MEDFORD SCHOOL DISTRICT 549C  
CULVER SCHOOL DISTRICT NO.  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
GRANTS PASS SCHOOL DISTRICT 7  
LOST RIVER JR/SR HIGH SCHOOL  
KLAMATH FALLS CITY SCHOOLS  
LANE COUNTY SCHOOL DISTRICT 4J  
SPRINGFIELD SCHOOL DISTRICT NO.19  
CRESWELL SCHOOL DISTRICT  
SOUTH LANE SCHOOL DISTRICT 45J3  
LANE COUNTY SCHOOL DISTRICT 69  
SIUSLAW SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
LINN CO. SCHOOL DIST. 95C - SCIO SD  
ONTARIO MIDDLE SCHOOL  
GERVAIS SCHOOL DIST. #1  
NORTH SANTIAM SCHOOL DISTRICT 29J  
JEFFERSON SCHOOL DISTRICT  
SALEM-KEIZER PUBLIC SCHOOLS  
MT. ANGEL SCHOOL DISTRICT NO.91  
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
MORROW COUNTY SCHOOL DISTRICT  
MULTNOMAH EDUCATION SERVICE DISTRICT  
GRESHAM-BARLOW SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO. 2  
CENTRAL SCHOOL DISTRICT 13J  
St. Mary Catholic School  
CROSSROADS CHRISTIAN SCHOOL  
ST. ANTHONY SCHOOL  
HERITAGE CHRISTIAN SCHOOL  
BEND-LA PINE SCHOOL DISTRICT  
GLENDALE SCHOOL DISTRICT  
LINCOLN COUNTY SCHOOL DISTRICT  
PORTLAND PUBLIC SCHOOLS



REYNOLDS SCHOOL DISTRICT  
CENTENNIAL SCHOOL DISTRICT  
NOBEL LEARNING COMMUNITIES  
Three Rivers School District  
Pedee School  
Fern Ridge School District  
JESUIT HIGH SCHL EXEC OFC  
LASALLE HIGH SCHOOL  
Southwest Christian School  
Stayton Christian School  
Willamette Christian School  
Westside Christian High School  
CS LEWIS ACADEMY  
Portland America School  
Forest Hills Lutheran School  
Sunrise Preschool  
Mosier Community School  
Koreducators Lep High  
Warrenton Hammond School District  
Sutherlin School District  
Malheur Elementary School District  
Ontario School District  
Parkrose School District 3  
Riverdale School District 51J  
Tillamook School District  
Trinity Lutheran Church and School  
Siletz Valley School  
Madeleine School  
South Columbia Family School  
Corvallis School District 509J  
Falls City School District #57  
Portland Christian Schools  
Yamhill Carlton School District  
Imbler School District #11  
monument school  
St. Paul School District  
Ukiah School District 80R  
North Lake School District 14



GILLIAM COUNTY OREGON  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
UMATILLA COUNTY, OREGON  
MULTNOMAH LAW LIBRARY  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON  
COOS COUNTY HIGHWAY DEPARTMENT

CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
GILLIAM COUNTY  
GRANT COUNTY, OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
JACKSON COUNTY HEALTH AND HUMAN SERVICES  
Josephine County Sheriff  
KLAMATH COUNTY VETERANS SERVICE OFFICE  
LANE COUNTY  
LINN COUNTY  
MARION COUNTY , SALEM, OREGON  
MULTNOMAH COUNTY  
SHERMAN COUNTY  
WASCO COUNTY  
YAMHILL COUNTY  
WALLOWA COUNTY  
ASSOCIATION OF OREGON COUNTIES  
NAMI LANE COUNTY  
BENTON COUNTY  
DOUGLAS COUNTY  
JEFFERSON COUNTY  
LAKE COUNTY  
LINCOLN COUNTY  
POLK COUNTY  
UNION COUNTY  
WASHINGTON COUNTY  
MORROW COUNTY  
Tillamook County Estuary  
Job Council  
Mckenzie Personnel Services  
Columbia Basin Care Facility  
BAKER CNTY GOVT  
TILLAMOOK CNTY

**Account Type - Non-Profit**

Rolling Hills Baptist Church  
Baker Elks  
Turtle Ridge Wildlife Center  
Grande Ronde Model Watershed Foundation  
Western Environmental Law Center  
Mercy Flights, Inc.  
HHoly Trinity Greek Orthodox Cathedral  
Beaverton Christians Church  
Oregon Humanities  
St. Pius X School  
Living Opportunities, Inc.

Coos Art Museum  
OETC  
Merchants Exchange of Portland, Oregon  
Coalition for a Livable Future  
Human Solutions, Inc.  
The Wallace Medical Concern  
The Ross Ragland Theater and Cultural Center  
Cascade Health Solutions  
Umpqua Community Health Center  
ALZHEIMERS NETWORK OF OREGON  
NATIONAL WILD TURKEY FEDERATION  
TILLAMOOK ESTUARIES PARTNERSHIP  
LIFEWORKS NW  
COLLEGE HOUSING NORTHWEST  
PARALYZED VETERANS OF AMERICA  
Independent Development Enterprise Alliance  
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC  
HALFWAY HOUSE SERVICES, INC.  
REDMOND PROFICIENCY ACADEMY  
OHSU FOUNDATION  
SHELTERCARE  
PRINGLE CREEK SUSTAINABLE LIVING CENTER  
PACIFIC INSTITUTES FOR RESEARCH  
Mental Health for Children, Inc.  
The Dreaming Zebra Foundation  
LAUREL HILL CENTER  
THE OREGON COMMUNITY FOUNDATION  
OCHIN  
WE CARE OREGON  
SE WORKS  
ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
OMNIMEDIX INSTITUTE  
PORTLAND BUSINESS ALLIANCE  
GATEWAY TO COLLEGE NATIONAL NETWORK  
FOUNDATIONS FOR A BETTER OREGON  
GOAL ONE COALITION  
ATHENA LIBRARY FRIENDS ASSOCIATION  
Coastal Family Health Center  
CENTER FOR COMMUNITY CHANGE  
STAND FOR CHILDREN  
ST. VINCENT DEPAUL OF LANE COUNTY  
EAST SIDE FOURSQUARE CHURCH  
CORVALLIS MOUNTAIN RESCUE UNIT  
InventSuccess  
SHERIDAN JAPANESE SCHOOL FOUNDATION  
MOSAIC CHURCH  
HOUSING AUTHORITY OF LINCOLN COUNTY  
RENEWABLE NORTHWEST PROJECT

INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
CONSERVATION BIOLOGY INSTITUTE  
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.  
BLACHLY LANE ELECTRIC COOPERATIVE  
MORNING STAR MISSIONARY BAPTIST CHURCH  
NORTHWEST FOOD PROCESSORS ASSOCIATION  
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
OREGON EDUCATION ASSOCIATION  
HEARING AND SPEECH INSTITUTE INC  
SALEM ELECTRIC  
MORRISON CHILD AND FAMILY SERVICES  
JUNIOR ACHIEVEMENT  
CENTRAL BIBLE CHURCH  
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL  
TRILLIUM FAMILY SERVICES, INC.  
YWCA SALEM  
PORTLAND ART MUSEUM  
SAINT JAMES CATHOLIC CHURCH  
SOUTHERN OREGON HUMANE SOCIETY  
VOLUNTEERS OF AMERICA OREGON  
CENTRAL DOUGLAS COUNTY FAMILY YMCA  
METROPOLITAN FAMILY SERVICE  
OREGON MUSUEM OF SCIENCE AND INDUSTRY  
FIRST UNITARIAN CHURCH  
ST. ANTHONY CHURCH  
Good Shepherd Medical Center  
Salem Academy  
ST VINCENT DE PAUL  
OUTSIDE IN  
UNITED CEREBRAL PALSY OF OR AND SW WA  
WILLAMETTE VIEW INC.  
PORTLAND HABILITATION CENTER, INC.  
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
ROSE VILLA, INC.  
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE  
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA  
Oregon Research Institute  
WILLAMETTE LUTHERAN HOMES, INC  
LANE MEMORIAL BLOOD BANK  
PORTLAND JEWISH ACADEMY  
LANECO FEDERAL CREDIT UNION  
GRANT PARK CHURCH  
ST. MARYS OF MEDFORD, INC.  
US CONFERENCE OF MENONNITE BRETHREN CHURCHES  
FAITHFUL SAVIOR MINISTRIES  
OREGON CITY CHURCH OF THE NAZARENE  
OREGON COAST COMMUNITY ACTION  
NORTHWEST REGIONAL EDUCATIONAL LABORATORY

COMMUNITY ACTION TEAM, INC.  
EUGENE SYMPHONY ASSOCIATION, INC.  
STAR OF HOPE ACTIVITY CENTER INC.  
SPARC ENTERPRISES  
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.  
SALEM ALLIANCE CHURCH  
Lane Council of Governments  
FORD FAMILY FOUNDATION  
TRAILS CLUB  
NEWBERG FRIENDS CHURCH  
WOODBURN AREA CHAMBER OF COMMERCE  
CONTEMPORARY CRAFTS MUSEUM AND GALLERY  
CITY BIBLE CHURCH  
OREGON LIONS SIGHT & HEARING FOUNDATION  
PORTLAND WOMENS CRISIS LINE  
THE SALVATION ARMY - CASCADE DIVISION  
WILLAMETTE FAMILY  
WHITE BIRD CLINIC  
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON  
HOUSING NORTHWEST  
OREGON ENVIRONMENTAL COUNCIL  
LOAVES & FISHES CENTERS, INC.  
FAITH CENTER  
Bob Belloni Ranch, Inc.  
GOOD SHEPHERD COMMUNITIES  
SACRED HEART CATHOLIC DAUGHTERS  
HELP NOW! ADVOCACY CENTER  
TENAS ILLAHEE CHILDCARE CENTER  
SUNRISE ENTERPRISES  
LOOKING GLASS YOUTH AND FAMILY SERVICES  
SERENITY LANE  
EAST HILL CHURCH  
LA GRANDE UNITED METHODIST CHURCH  
COAST REHABILITATION SERVICES  
Edwards Center Inc  
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES  
NEW HOPE COMMUNITY CHURCH  
KLAMATH HOUSING AUTHORITY  
QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.  
SPONSORS, INC.  
COLUMBIA COMMUNITY MENTAL HEALTH  
ADDICTIONS RECOVERY CENTER, INC  
METRO HOME SAFETY REPAIR PROGRAM  
OREGON SUPPORTED LIVING PROGRAM  
SOUTH COAST HOSPICE, INC.  
ALLFOURONE/CRESTVIEW CONFERENCE CTR.  
The International School

REBUILDING TOGETHER - PORTLAND INC.  
PENDLETON ACADEMIES  
PACIFIC FISHERY MANAGEMENT COUNCIL  
DOGS FOR THE DEAF, INC.  
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.  
EMMAUS CHRISTIAN SCHOOL  
DELIGHT VALLEY CHURCH OF CHRIST  
SAINT CATHERINE OF SIENA CHURCH  
PORT CITY DEVELOPMENT CENTER  
VIRGINIA GARCIA MEMORIAL HEALTH CENTER  
CENTRAL CITY CONCERN  
CANBY FOURSQUARE CHURCH  
EMERALD PUD  
VERMONT HILLS FAMILY LIFE CENTER  
BENTON HOSPICE SERVICE  
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
COMMUNITY CANCER CENTER  
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
CASCADIA BEHAVIORAL HEALTHCARE  
WILD SALMON CENTER  
BROAD BASE PROGRAMS INC.  
SUNNYSIDE FOURSQUARE CHURCH  
RELEVANT LIFE CHURCH  
211INFO  
SONRISE CHURCH  
LIVING WAY FELLOWSHIP  
Women's Safety & Resource Center  
SEXUAL ASSAULT RESOURCE CENTER  
JRCO  
NORTHWEST YOUTH CORPS  
TILLAMOOK CNTY WOMENS CRISIS CENTER  
SECURITY FIRST CHILD DEVELOPMENT CENTER  
CLASSROOM LAW PROJECT  
YOUTH GUIDANCE ASSOC.  
PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND  
ELMIRA CHURCH OF CHRIST  
JASPER MOUNTAIN  
ACUMENTRA HEALTH  
WORKSYSTEMS INC  
COVENANT CHRISTIAN HOOD RIVER  
OREGON DONOR PROGRAM  
NAMI OREGON  
OLIVET BAPTIST CHURCH  
SILVERTON AREA COMMUNITY AID  
CONFEDERATED TRIBES OF GRAND RONDE  
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK  
CATHOLIC COMMUNITY SERVICES  
NEW AVENUES FOR YOUTH INC

LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
DECISION SCIENCE RESEARCH INSTITUTE, INC.  
WESTERN STATES CENTER  
HIV ALLIANCE, INC  
PARTNERSHIPS IN COMMUNITY LIVING, INC.  
FANCONI ANEMIA RESEARCH FUND INC.  
BLIND ENTERPRISES OF OREGON  
OREGON BALLET THEATRE  
SMART  
All God's Children International  
FARMWORKER HOUSING DEV CORP  
UMPUQUA COMMUNITY DEVELOPMENT CORPORATION  
REGIONAL ARTS AND CULTURE COUNCIL  
THE EARLY EDUCATION PROGRAM, INC.  
MACDONALD CENTER  
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
SELF ENHANCEMENT INC.  
FRIENDS OF THE CHILDREN  
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE  
COMMUNITY VETERINARY CENTER  
PORTLAND SCHOOLS FOUNDATION  
SUSTAINABLE NORTHWEST  
OREGON DEATH WITH DIGNITY  
BIRCH COMMUNITY SERVICES, INC.  
BAY AREA FIRST STEP, INC.  
OSLC COMMUNITY PROGRAMS  
EN AVANT, INC.  
ASHLAND COMMUNITY HOSPITAL  
NORTHWEST ENERGY EFFICIENCY ALLIANCE  
BONNEVILLE ENVIRONMENTAL FOUNDATION  
SUMMIT VIEW COVENANT CHURCH  
SALMON-SAFE INC.  
BETHEL CHURCH OF GOD  
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL  
SAINT ANDREW NATIVITY SCHOOL  
BARLOW YOUTH FOOTBALL  
SPOTLIGHT THEATRE OF PLEASANT HILL  
FAMILIES FIRST OF GRANT COUNTY, INC.  
TOUCHSTONE PARENT ORGANIZATION  
CANCER CARE RESOURCES  
CASCADIA REGION GREEN BUILDING COUNCIL  
SHERMAN DEVELOPMENT LEAGUE, INC.  
SCIENCEWORKS  
WORD OF LIFE COMMUNITY CHURCH  
SOCIAL VENTURE PARTNERS PORTLAND  
OREGON PROGRESS FORUM  
CENTER FOR RESEARCH TO PRACTICE  
WESTERN RIVERS CONSERVANCY

UNITED WAY OF THE COLUMBIA WILLAMETTE  
EUGENE BALLET COMPANY  
EAST WEST MINISTRIES INTERNATIONAL  
EDUCATIONAL POLICY IMPROVEMENT CENTER  
North Pacific District of Foursquare Churches  
CATHOLIC CHARITIES  
FIRST CHURCH OF THE NAZARENE  
WESTSIDE BAPTIST CHURCH  
UNION GOSPEL MISSION  
GRACE BAPTIST CHURCH  
COMMUNITY ACTION ORGANIZATION  
OUTSIDE IN  
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.  
COMMUNITY HEALTH CENTER, INC  
Greater Portland INC  
Boys & Girls Club of Corvallis  
PDX Wildlife  
Viking Sal Senior Center  
Albany Partnership for Housing and Community Development  
Polk Soil and Water Conservation District  
Street Ministry  
First Baptist Church  
Portland Community Reinvestment Initiatives, Inc.  
College United Methodist Church  
Oregon Social Learning Center  
environmental law alliance worldwide  
Community in Action  
Safe Harbors  
Pacific Classical Ballet  
Depaul Industries  
African American Health Coalition  
Ministerio Internacional Casa  
Jesus Prayer Book  
Workforce Northwest Inc  
Coalition Of Community Health  
New Paradise Worship Center  
River Network  
CCI Enterprises Inc  
Oregon Nurses Association  
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE  
Mount Angel Abbey  
YMCA OF ASHLAND  
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES  
Multnomah Law Library  
Friends Of Tryon Creek State P  
Ontrack Inc.  
Calvin Presbyterian Church  
HOLT INTL CHILD



St John The Baptist Catholic  
Portland Foursquare Church  
Portland Christian Center  
Church Extension Plan  
Occu Afghanistan Relief Effort  
EUGENE FAMILY YMCA  
Christ The King Parish and School  
Congregation Neveh Shalom  
Newberg Christian Church  
First United Methodist Church  
Zion Lutheran Church  
Hoodview Christian Church  
Southwest Bible Church  
Community Works Inc  
Masonic Lodge Pearl 66  
Molalla Nazarene Church  
Transition Projects, Inc  
St Michaels Episcopal Church  
Saint Johns Catholic Church  
Access Inc  
Step Forward Activities Inc  
Lane Arts Council  
Community Learning Center  
Old Mill Center for Children and Families  
Sunny Oaks Inc  
Little Flower Development Center  
Hospice Center Bend La Pine  
Westside Foursquare Church  
Relief Nursery Inc  
Morning Star Community Church  
Providence Health System  
Holy Trinity Catholic Church  
Holy Redeemer Catholic Church  
Alliance Bible Church  
Mid Columbia Childrens Council  
Integral Youth Services  
Our Redeemer Lutheran Church  
Kbps Public Radio  
Skyball Salem Keizer Youth Bas  
Open Technology Center  
Grace Chapel  
CHILDREN'S MUSEUM 2ND  
Oregon District 7 Little League  
Portland Schools Alliance  
My Fathers House  
Solid Rock  
West Chehalem Friends Church  
Eugene Creative Care

Guide Dogs For The Blind  
Children Center At Trinity  
St. Katherine's Catholic Church  
Scottish Rite  
**THE NEXT DOOR**  
**NATIONAL PSORIASIS FOUNDATION**  
**NEW BEGINNINGS CHRISTIAN CENTER**  
**HIGHLAND UNITED CHURCH OF CHRIST**  
OREGON REPERTORY SINGERS  
HIGHLAND HAVEN  
FAIR SHARE RESEARCH AND EDUCATION FUND  
First Baptist Church of Enterprise  
Oregon Nikkei Endowment  
Eastern Oregon Alcoholism Foundation  
Grantmakers for Education  
The ALS Association Oregon and SW Washington Chapter  
Children's Relief Nursery  
Energy Trust of Oregon  
Oregon Psychoanalytic Center  
Store to Door  
Depaul Industries  
Union County Economic Development Corp.  
Camelto Theatre Company  
Camp Fire Columbia  
**TAKE III OUTREACH**  
Sandy Seventh-day Adventist Church  
**1000 FRIENDS OF OREGON**  
NAMI of Washington County  
Temple Beth Israel  
Albertina Kerr Centers  
St. Matthew Catholic School  
Serendipity Center Inc  
Ashland Art Center  
**DOUGLAS FOREST PROTECTIVE**  
Oregon Lyme Disease Network  
Ecotrust  
**SPECIAL MOBILITY SERVICES**  
Portland Oregon Visitors Association  
Grace Lutheran School  
Western Mennonite School



**OREGON UNIVERSITY SYSTEM**  
**WESTERN STATES CHIROPRACTIC COLLEGE**  
**GEORGE FOX UNIVERSITY**  
**LEWIS AND CLARK COLLEGE**  
**PACIFIC UNIVERSITY**  
**REED COLLEGE**

WILLAMETTE UNIVERSITY  
LINFIELD COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NORTHWEST CHRISTIAN COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
BLUE MOUNTAIN COMMUNITY COLLEGE  
PORTLAND STATE UNIV.  
CLACKAMAS COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
OREGON HEALTH AND SCIENCE UNIVERSITY  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
CONCORDIA UNIV  
Marilyhurst University  
Corban College  
Oregon Center For Advanced T



eickhoff dev co inc  
Illinois Valley Fire District  
Life Flight Network LLC  
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
COVENANT RETIREMENT COMMUNITIES  
PENTAGON FEDERAL CREDIT UNION  
SAIF CORPORATION  
MID-COLUMBIA CENTER FOR LIVING  
GOLD BEACH POLICE DEPARTMENT  
GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
LANE ELECTRIC COOPERATIVE  
USAGENCIES CREDIT UNION  
DOUGLAS ELECTRIC COOPERATIVE, INC.  
ROGUE FEDERAL CREDIT UNION  
PACIFIC CASCADE FEDERAL CREDIT UNION  
PACIFIC STATES MARINE FISHERIES COMMISSION  
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
LOCAL GOVERNMENT PERSONNEL INSTITUTE  
MID COLUMBIA COUNCIL OF GOVERNMENTS  
TRAINING EMPLOYMENT CONSORTIUM  
CLACKAMAS RIVER WATER  
GRANTS PASS MANAGEMENT SERVICES, DBA  
SPIRIT WIRELESS  
SISKIYOU INITIATIVE  
Clatskanie People's Utility District  
CITY/COUNTY INSURANCE SERVICE  
PIONEER COMMUNITY DEVELOPMENT  
Cornerstone Association Inc  
COMMUNITY CYCLING CENTER  
Portland Impact  
Eagle Fern Camp

NORTHWEST VINTAGE CAR AND MOTORCYCLE  
K Churchill Estates  
KLAMATH FAMILY HEAD START  
MULTNOMAH DEFENDERS INC  
RIVER CITY DANCERS  
KEIZER EAGLES AERIE 3895  
HUMANE SOCIETY OF REDMOND  
CSC HEAD START  
SPRINGFIELD UTILITY BOARD  
Oregon Public Broadcasting  
Apostolic Church of Jesus Christ

Account Type: Unknown

Ppnc Education Committee  
NPKA  
Shangri La  
Cvalco  
P E C I  
Oregon Permit Technical Association  
Pgma/Cathie Bourne  
Astra  
Beit Hallel

Account Type: City Special District

Molalla Rural Fire Protection District  
MONMOUTH - INDEPENDENCE NETWORK  
MALIN COMMUNITY PARK AND RECREATION DISTRICT  
TILLAMOOK PEOPLES UTILITY DISTRICT  
GLADSTONE POLICE DEPARTMENT  
THE NEWPORT PARK AND RECREATION CENTER  
RIVERGROVE WATER DISTRICT  
WEST VALLEY HOUSING AUTHORITY  
TUALATIN VALLEY FIRE & RESCUE  
GASTON RURAL FIRE DEPARTMENT  
CITY COUNTY INSURANCE SERVICES  
METRO  
Roseburg Police Department  
SOUTH SUBURBAN SANITARY DISTRICT  
OAK LODGE SANITARY DISTRICT  
SOUTH FORK WATER BOARD  
SUNSET EMPIRE PARK AND RECREATION  
Tillamook Urban Renewal Agency  
Boardman Rural Fire Protection District

Account Type: Independent Special District

Silverton Fire District  
Lewis and Clark Rural Fire Protection District  
Rainbow Water District

METROPOLITAN EXPOSITION-RECREATION COMMISSION  
 REGIONAL AUTOMATED INFORMATION NETWORK  
 OAK LODGE WATER DISTRICT  
 THE PORT OF PORTLAND  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 TUALATIN VALLEY WATER DISTRICT  
 UNION SOIL & WATER CONSERVATION DISTRICT  
 LANE EDUCATION SERVICE DISTRICT  
 TUALATIN HILLS PARK AND RECREATION DISTRICT  
 PORT OF SIUSLAW  
 CHEHALEM PARK AND RECREATION DISTRICT  
 PORT OF ST HELENS  
 LANE TRANSIT DISTRICT  
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
 HOODLAND FIRE DISTRICT NO.74  
 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
 SALEM AREA MASS TRANSIT DISTRICT  
 Banks Fire District #13  
 KLAMATH COUNTY 9-1-1  
 GLENDALE RURAL FIRE DISTRICT  
 COLUMBIA 911 COMMUNICATIONS DISTRICT  
 NW POWER POOL  
 Lowell Rural Fire Protection District  
 TriMet Transit  
 La Pine Park & Recreation District  
 Siuslaw Public Library District  
 Columbia River Fire & Rescue  
 Seal Rock Water District  
 Tillamook Fire District  
 Jefferson Park and Recreation

Account Type: City

Brookings Fire / Rescue  
 City of Veneta  
 CITY OF DAMASCUS  
 Hermiston Fire & Emergency Svcs  
 CEDAR MILL COMMUNITY LIBRARY  
 CITY OF LAKE OSWEGO  
 EUGENE WATER & ELECTRIC BOARD  
 LEAGUE OF OREGON CITIES  
 CITY OF SANDY  
 CITY OF ASTORIA OREGON  
 CITY OF BEAVERTON  
 CITY OF BOARDMAN  
 CITY OF CANBY  
 CITY OF CANYONVILLE  
 CITY OF CENTRAL POINT POLICE DEPARTMENT  
 CITY OF CLATSKANIE

CITY OF CONDON  
CITY OF COOS BAY  
CITY OF CORVALLIS  
CITY OF CRESWELL  
CITY OF ECHO  
CITY OF ESTACADA  
CITY OF EUGENE  
CITY OF FAIRVIEW  
CITY OF GEARHART  
CITY OF GOLD HILL  
CITY OF GRANTS PASS  
CITY OF GRESHAM  
CITY OF HILLSBORO  
CITY OF HOOD RIVER  
CITY OF JOHN DAY  
CITY OF KLAMATH FALLS  
CITY OF LA GRANDE  
CITY OF MALIN  
CITY OF MCMINNVILLE  
CITY OF HALSEY  
CITY OF MEDFORD  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MORO  
CITY OF MOSIER  
CITY OF NEWBERG  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF POWERS  
RAINIER POLICE DEPARTMENT  
CITY OF REEDSPORT  
CITY OF RIDDLE  
CITY OF SCAPPOOSE  
CITY OF SEASIDE  
CITY OF SILVERTON  
CITY OF STAYTON  
City of Troutdale  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WEST LINN/PARKS  
CITY OF WOODBURN  
CITY OF TIGARD, OREGON  
CITY OF AUMSVILLE  
CITY OF PORT ORFORD  
CITY OF EAGLE POINT  
CITY OF WOOD VILLAGE  
St. Helens, City of  
CITY OF WINSTON

CITY OF COBURG  
CITY OF NORTH PLAINS  
CITY OF GERVAIS  
CITY OF YACHATS  
FLORENCE AREA CHAMBER OF COMMERCE  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF CANNON BEACH OR  
CITY OF ST. PAUL  
CITY OF ADAIR VILLAGE  
CITY OF WILSONVILLE  
HOUSING AUTHORITY OF THE CITY OF SALEM  
CITY OF HAPPY VALLEY  
CITY OF SHADY COVE  
CITY OF LAKESIDE  
CITY OF MILLERSBURG  
CITY OF GATES  
KEIZER POLICE DEPARTMENT  
CITY OF DUNDEE  
CITY OF AURORA  
THE CITY OF NEWPORT  
CITY OF ALBANY  
CITY OF ASHLAND  
CITY OF LEBANON  
CITY OF PORTLAND  
CITY OF SALEM  
CITY OF SPRINGFIELD  
CITY OF BURNS  
CITY OF COTTAGE GROVE  
CITY OF DALLAS  
CITY OF FALLS CITY  
CITY OF PHOENIX  
CITY OF PRAIRIE CITY  
CITY OF REDMOND  
CITY OF SANDY  
CITY OF SHERWOOD  
CITY OF GRANTS PASS  
City of Monmouth  
City of Philomath  
City of Lake Oswego  
Woodburn City Of  
NW PORTLAND INDIAN HEALTH BOARD  
Portland Patrol Services  
City Of Bend  
City Of Coquille  
City Of Molalla  
City Of North Bend  
Columbia Gorge Community  
City of St. Helens

Toledo Police Department  
City of Independence  
City of Baker City  
City of Ontario  
North Lincoln Fire & Rescue #1  
CITY OF LINCOLN CITY

Account Type: County/Special District

Netarts-Oceanside RFPD  
Rogue River Fire District  
Southern Coos Hospital  
Oregon Cascades West Council of Governments  
MULTONAH COUNTY DRAINAGE DISTRICT #1  
PORT OF BANDON  
OR INT'L PORT OF COOS BAY  
DESCHUTES COUNTY RFPD NO.2  
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT  
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
CENTRAL OREGON IRRIGATION DISTRICT  
MARION COUNTY FIRE DISTRICT #1  
COLUMBIA RIVER PUD  
SANDY FIRE DISTRICT NO. 72  
BAY AREA HOSPITAL DISTRICT  
NEAH KAH NIE WATER DISTRICT  
PORT OF UMPQUA  
EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
Benton Soil & Water Conservation District  
DESCHUTES PUBLIC LIBRARY SYSTEM  
CLEAN WATER SERVICES  
PARROTT CREEK CHILD & FAM  
South Lane County Fire And Rescue

Account Type: Community College

CENTRAL OREGON COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
LANE COMMUNITY COLLEGE  
MT. HOOD COMMUNITY COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
PORTLAND COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
ROGUE COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
KLAMATH COMMUNITY COLLEGE DISTRICT  
OREGON COMMUNITY COLLEGE ASSOCIATION  
Oregon Coast Community College

Account Type: State Agency





Office of the Ong Term Care Ombudsman  
OREGON TOURISM COMMISSION  
OREGON STATE POLICE  
OFFICE OF THE STATE TREASURER  
OREGON DEPT. OF EDUCATION  
SEIU LOCAL 503, OPEU  
OREGON DEPARTMENT OF FORESTRY  
OREGON STATE DEPT OF CORRECTIONS  
OREGON CHILD DEVELOPMENT COALITION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
BOARD OF MEDICAL EXAMINERS  
OREGON LOTTERY  
OREGON BOARD OF ARCHITECTS  
SANTIAM CANYON COMMUNICATION CENTER  
OREGON DEPT OF TRANSPORTATION  
OREGON TRAVEL INFORMATION COUNCIL  
OREGON DEPARTMENT OF EDUCATION  
Oregon Tradeswomen  
Oregon Convention Center  
OREGON SCHL BRDS ASSOCIAT  
OREGON DEPARTMENT OF HUMAN SERVICES  
CARE OREGON  
Kdrv Channel 12  
Central Oregon Home Health and Hos  
Oregon Health Care Quality Cor  
Opta Oregon Permit Technician  
STATE OF OREGON



US FISH AND WILDLIFE SERVICE  
USDA Forest Service  
Yellowhawk Tribal Health Center



HOUSING AUTHORITY OF PORTLAND  
MARION COUNTY HOUSING AUTHORITY  
Housing Authority of Yamhill County



**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the University and be disposed of in accordance with University

policy. The University, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as University deems necessary, Contractor shall permit University, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or University makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Onvia Posting:

[← Back to Results](#) Last Updated: 5/14/2012

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**Bid: Lease Or Purchase Of Multifunction Devices, Managed Print Services, And Any Other Related Products, Services And Solutions**

**Agency:** [Fairfax County](#) | [vCard](#)

**Location:** Fairfax, VA 22035, Fairfax, VA 22035


**Level of Government:** County


**Submission/Due Date:** 6/19/2012 2:00 PM | [vCal](#) Due in 36 days


**Agency Bid #:** 200000264


**Publication Date:** 5/14/2012


**Onvia Reference #:** BID:20929427


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[Project Information](#)

**Project Contacts**

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**Specifications**





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**Description:** RFP #200000264 for Lease or Purchase of Multifunction Devices, Managed Print Services, and any Other Related Products, Services and Solutions

Fairfax County, Virginia (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Lease or Purchase of Multifunction Devices, Managed Print Services, and any Other Related Products, Services and Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on June 19, 2012. Additional information may be found at <http://www.fairfaxcounty.gov/dpsmi>.

---

**Project Documents:**

 <a href="#">200000264AttachmentA-1.xls</a>	Bid/Proposal Form	Added 05/14/2012
 <a href="#">200000264AttachmentB.xls</a>	Bid/Proposal Form	Added 05/14/2012
 <a href="#">200000264AttachmentC.xls</a>	Bid/Proposal Form	Added 05/14/2012
 <a href="#">200000264AttachmentA.xls</a>	Bid/Proposal Form	Added 05/14/2012

---

**Categories:** Printers and Photocopiers

---

**Agency Contact**

**Buyer Address:** 12000 Government Center Parkway  
Fairfax, Virginia 22035

**Buyer Phone:** (703) 324-3201

**Buyer Fax:** (703) 324-3228

**Agency:** [Fairfax County](#) | [vCard](#)

**Owner Address:** 12000 Government Center Parkway  
Fairfax, Virginia 22035

**Owner Phone:** (703) 324-3151

**Owner Website:** <http://www.fairfaxcounty.gov/>

**Note: Please keep a copy of this Form for your records.  
You may access this transmittal form again from the Associated Components List  
while your notice is active.**

## MERX Transmittal Form

Date and Time	14/05/2012 11:51 A.M.
<b>Reference Information</b>	
Solicitation Number	2000000264
Reference Number	244792
Source ID	PU.MU.USA.457357.C50448
Closing Date	19/06/2012
Closing Time	02:00 P.M. Eastern Daylight Saving Time EDT
<b>Component Information</b>	
Component Number	Document 0
Medium	Electronic
Format	8.5 x 11
Content	Main Document (RFP, RFQ, Tender etc.)
Language	English
Number of Pages	142
Number of Words	0
File Type	PDF
File Name	RFP2000000264.pdf
Instructions	
Distribute as PDF	Yes
<b>Distribution Information</b>	
Distribution Unit	MERX DISTRIBUTION UNIT
Ship By	Upload
<b>Contact Information</b>	
Organization	U.S. Communities
Buyer MERX	Mr. Paul Terragno
Address	2033 N Main Street Suite 700 Walnut Creek CA 94596
Phone	301-717-2969
Fax	301-975-1015

AFFIDAVIT OF PUBLICATION

# DJC

921 SW Washington, Suite 210 / Portland, OR 97206  
(503)226-1311 FAX (503) 222-5358

STATE OF OREGON, COUNTY OF MULTNOMAH, -ss.

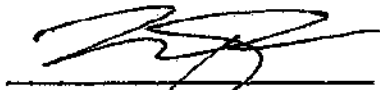
I, MARC CAPLAN, being first duly sworn, depose and say that I am a Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the

REQUEST FOR PROPOSALS

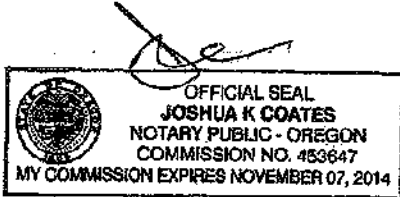
U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE - RFP #2000000264 FOR LEASE OR PURCHASE C

a printed copy of which is attached, was published in the entire issue of this newspaper for 7 time(s) in the following issues:

05/15/2012, 05/16/2012, 05/17/2012, 05/18/2012, 05/21/2012, 05/22/2012, 05/23/2012.



Subscribed and sworn to before me this 23rd day of May, 2012.



**U.S. COMMUNITIES  
GOVERNMENT PURCHASING  
ALLIANCE**

**RFP #2000000264 FOR LEASE OR  
PURCHASE OF MULTIFUNCTION  
DEVICES, MANAGED PRINT SERVICES,  
AND ANY OTHER RELATED  
PRODUCTS, SERVICES AND  
SOLUTIONS**

**Proposals due 2:00 pm, June 19,  
REQUEST FOR PROPOSALS**

Fairfax County, Virginia (the Lead Public Agency), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Lease or Purchase of Multifunction Devices, Managed Print Services, and any Other Related Products, Services and Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on June 19, 2012. Additional information may be found at <http://www.fairfaxcounty.gov/opsn/>  
Published May 15, 16, 17, 18, 21, 22 & 23, 2012.

10183871SB-71

U S COMMUNITIES  
Attn: MARY PELFREY  
9124 DRAYTON LANE  
FORT MILL, SC 29707

Order No.: 10183871  
Client's Reference No.:

**AFFIDAVIT OF PUBLICATION**

State of Hawaii )

) SS:

County of Hawaii )

LEILANI K. R. HIGAKI

, being first

duly sworn, deposes and says:

1. That she is the BUSINESS MANAGER of HAWAII TRIBUNE-HERALD, a

newspaper published in the City of HILO, State of Hawaii.

2. That the " RFP # 2000000264 for Lease or Purchase...etc.,

of which a clipping from the newspaper as published is attached hereto, was published in said newspaper on the following date(s) \_\_\_\_\_

May 17, 18, 19, 20, 21, 22, 23, 2012, (etc.).

45647r1

*Leilani K.R. Higaki*

Subscribed and sworn to before me

this 1st day of June, 2012

*Sharon H.P. Ogata*

SHARON H. P. OGATA

Notary Public, Third Circuit, State of Hawaii

My commission expires October 1, 2012

Page(s): 1

RFP #2000000264 for Lease or Purchase of Multifunction Devices, Managed Print Services, and any Other Related Products, Services and Solutions. Fairfax County, Virginia (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Lease or Purchase of Multifunction Devices, Managed Print Services, and any Other Related Products, Services and Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on June 19, 2012. Additional information may be found at: <http://www.fairfaxcounty.gov/dpsm/> 45647r1 - Hawaii Tribune-Herald: May 17, 18, 19, 20, 21, 22, 23, 2012

[Home](#) [News & Events](#) [Current Solicitations](#)

**CURRENT SOLICITATIONS**

Listed below are posting details and documents for competitive solicitations currently in progress. Resulting contracts will be made available through the U.S. Communities cooperative purchasing program.



**PLUMBING FIXTURES, SUPPLIES AND RELATED PRODUCTS AND SERVICES**

**Lead Agency:** Maricopa County, AZ

**RFP Documents:**

- 12132 Solicitation
- 12132 ATTACHMENT A
- 12132 ATTACHMENT D
- 12312 Exhibit B Draft Contract
- 12132 RFP Addendum #1
- 12132 RFP Addendum #2
- 12132 RFP Addendum #3
- Questions and Answers

**Schedules:** Pre-proposal Conference: October 10, 2012  
Responses due: October 24, 2012

**Posting Information:**

U.S. Communities: Current Solicitations  
Onvia Demand Star  
BidSync  
Canadian MERX Public Tenders  
State of Hawaii and Oregon  
Oregon Association of Counties

**Date Posted:**

September 21, 2012-October 24, 2012  
September 21, 2012-October 24, 2012  
September 21, 2012-October 24, 2012  
September 21, 2012-October 24, 2012  
September 21, 2012-October 24, 2012  
September 21, 2012-October 24, 2012



**CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS**

**Lead Agency:** Fresno Unified School District, CA

**RFP Documents:**

- RFP 12-22
- RFP 12-22 Addendum No. 1
- Attachment B Sample Pricing

**Schedules:** Pre-proposal Conference: August 1, 2012  
Responses due: August 21, 2012

**Posting Information:**

U.S. Communities: Current Solicitations  
Onvia Demand Star  
Fresno Unified School District  
Canadian MERX Public Tenders  
State of Hawaii and Oregon  
Oregon Association of Counties

**Date Posted:**

July 23, 2012-August 21, 2012  
July 23, 2012-August 21, 2012  
July 23, 2012-August 21, 2012  
July 23, 2012-August 21, 2012  
July 26, 2012-August 21, 2012  
July 23, 2012-August 21, 2012



**SYSTEMS FURNITURE, FREESTANDING FURNITURE, SEATING, FILING EQUIPMENT AND RELATED PRODUCTS, SUPPORT SERVICES AND SOLUTIONS**

**Lead Agency:** Fairfax County

**RFP Documents:**

- RFP200000336
- Addendum 1
- Addendum 2
- Addendum 3

**Schedules:** Pre-proposal Conference: July 2, 2012  
Responses due: July 18, 2012

**Notice of Award:** Notice of Award



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Keyword Search:

Agency/Entity: \_\_\_\_\_

Status: \_\_\_\_\_

Categories:

<input type="checkbox"/> Equipment - Non-Technology	<input type="checkbox"/> Non-Professional Services - Non-Technology	<input type="checkbox"/> Construction
<input type="checkbox"/> Equipment - Technology	<input type="checkbox"/> Non-Professional Services - Technology	<input type="checkbox"/> Highway Constructio
<input type="checkbox"/> Supplies - Non-Technology	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Real Property
<input type="checkbox"/> Supplies - Technology	<input type="checkbox"/> Printing	<input type="checkbox"/> Surplus

Solicitations | Quick Quotes

Solicitation	Agency/Buyer/Category	Dates	Status
<p><b>Multi-Function Devices and Related Services</b></p> <p>RFP : 2000000264</p> <p style="text-align: center;"><input type="button" value="Summary"/> <input type="button" value="Details"/></p>	<p>Fairfax County Govt. FAIRFAX GOVT.</p> <p>Teena L. Stewart</p> <p>Supplies - Technology</p> <p>Request for Proposals (RFP)</p>	<p>Published On : 5/14/12</p> <p>Amended On :</p> <p>Closing 6/29/12 2:00 PM</p> <p>Intent Posted On:</p>	<p><b>Open</b></p>

From 1 to 1 Total: 1

State of Virginia eVA posting.



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## Documents and Solicitations from other Departments

## PPEA Opportunities

This section shows current Fairfax County "Guidelines Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002" (PPEA) opportunities for qualifying projects. Additional information regarding Fairfax County's PPEA procedures can be viewed by going to:

<http://www.fairfaxcounty.gov/dpsm/docs/ppes.pdf>

**Crescent Apt. Property Redevelopment**  
**BID NUMBER: PPE200000125**  
**CLOSING DATE/TIME: May 21, 2012 @ 04:00 PM**

An optional pre-proposal conference will be held on March 7, 2012, at the Fairfax County Government Center, 12000 Government Center Parkway, in Conference Room 9-10, Fairfax Virginia at 2:00 P.M. Offerors who intend to submit a proposal are encouraged to attend, and to bring a copy of the solicitation with you. All questions pertaining to this RFP should be submitted in writing to [dpsmteam1](mailto:dpsmteam1@fairfaxcounty.gov)

[Addendum 1](#)  
[Addendum 2](#)  
[Pre proposal Attendance Sheet](#)  
[Addendum 3](#)  
[Addendum 3 2012 Payment Standards](#)  
[Addendum 3 Utility Allowances](#)

## National Cooperative Contract Opportunities

**Multi-Function Devices and Related Services**  
**Bid Number: 200000284**  
**Closing Date/Time: June 13, 2012 @ 2:00 P.M.**

An optional pre-proposal conference will be held on May 30, 2012 at 9:00 am local time at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 120 (Back of Cafeteria), Fairfax, Virginia. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the Contract Specialist, Teena L. Stewart at [dpsmteam1@fairfaxcounty.gov](mailto:dpsmteam1@fairfaxcounty.gov) prior to the pre-proposal conference.

[Attachment A MFD Pricing Sheet \(EXCEL Document\)](#)  
[Attachment A-1 MFD Technical Specifications Worksheet \(EXCEL Document\)](#)  
[Attachment B MFD Pricing Sheet \(EXCEL Document\)](#)  
[Attachment C Other Related Pricing Sheet \(EXCEL Document\)](#)

## Fairfax County Park Authority Construction Solicitations

**Lake Fairfax Park - ADA Replacement of Bathhouse "A" Serving RV Campsite**

**Project No.: PR-000033-005**

**Closing Date: Thursday June 7, 2012 at 2:00pm**

**Bid Opening Date & Time: Thursday June 7, 2012 at 2:05 pm in the FCPA Board Room (9th Floor-Henry Building)**

**Pre-Bid Conference: A Pre-Bid Conference will be held at 10:00 am, Tuesday, May 22, 2012 at the Lake Fairfax Administration Building, 1400 Lake Fairfax Drive, Reston, VA 20190.**

**Posting Information:**

U.S. Communities: Current Solicitations  
 Onvia Demand Star  
 Fairfax County  
 Canadian MERX Public Tenders  
 State of Hawaii and Oregon  
 Oregon Association of Counties

**Date Posted:**

June 12, 2012-July 19, 2012  
 June 12, 2012-July 19, 2012  
 June 12, 2012-July 19, 2012  
 June 12, 2012-July 19, 2012  
 June 12, 2012-July 19, 2012  
 June 12, 2012-July 19, 2012



**LEASE OR PURCHASE OF MULTIFUNCTION DEVICES, MANAGED PRINT SERVICES AND ANY OTHER RELATED PRODUCTS, SERVICES AND SOLUTIONS**

**Lead Agency:** Fairfax County

**RFP Documents:**

- RFP200000028
- 2000000264 Attachment A
- 2000000264 Attachment A-1
- 2000000264 Attachment B
- 2000000264 Attachment C
- Addendum 1
- Addendum 2

**Schedules:** Pre-proposal Conference: May 30, 2012  
 Responses due: June 19, 2012

**Posting Information:**

U.S. Communities: Current Solicitations  
 Onvia Demand Star  
 Fairfax County  
 Canadian MERX Public Tenders  
 State of Hawaii and Oregon  
 Oregon Association of Counties

**Date Posted:**

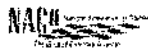
May 11, 2012-June 19, 2012  
 May 11, 2012-June 19, 2012  
 May 11, 2012-June 19, 2012  
 May 11, 2012-June 19, 2012  
 May 11, 2012-June 19, 2012  
 May 11, 2012-June 19, 2012

**COMING SOON**

**Re-Solicitations for 2013**

- Electrical
  - o Current contract expires on March 31, 2013

FOUNDED BY:









County of Fairfax  
Department of Purchasing and Supply Management

RFP-2000000264

Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products, Services and Solutions

### ATTACHMENT A-1 - MFD TECHNICAL SPECIFICATIONS

Name of Offeror: \_\_\_\_\_

Provide technical specifications for each product offered. Use as many sheets as necessary.

MFD SEGMENT:

OFFEROR SPECIFICATIONS

( \_\_\_\_\_ ppm)

COPIER	
Mfg. Recommended Monthly/Volume	
Configuration	
Warm Up Time	
First Copy Time	
Speed (ltr)	
Maximum Original	
Letter/Legal/Ledger	
Paper Weights	
Zoom Range	
Paper Feed Capacity	
Number of Trays	



County of Fairfax  
Department of Purchasing and Supply Management

RFP-2000000264

Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products, Services and Solutions

### ATTACHMENT A-1 - MFD TECHNICAL SPECIFICATIONS

Maximum Capacity	
Duplex	
Manual Bypass	
ADF	
Finisher	
Multifunction - Copy, Print, Scan, Fax (optional)	
Password protect	
Detailed job log including Department ID and job status	
Job interrupt	
<i>Insert additional rows as necessary for additional specifications</i>	
<b>PRINT</b>	
Printer Resolution	
CPU Speed	
Memory	
Hard Drive	
Postscript/PCL	
Ethernet	



County of Fairfax  
Department of Purchasing and Supply Management

RFP-2000000264

Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products,  
Services and Solutions

**ATTACHMENT B - MANAGED PRINT SERVICES PRICING SHEET**

Instructions: Offeror shall complete a detailed price sheet for all components associated with the management of print services.

**ADD ADDITIONAL COMPONENTS AND/OR BREAK DOWN IN PRICING AS NECESSARY.**

For additional related products, services and solutions that you offer, please provide pricing in Attachment C.

**ASSESSMENT COSTS**

List any charges for assessments, if any. Charges should be listed as separate rates with hourly labor charges for each component. If there are no charges for assessments, please note.

Assessment Component

Hourly labor  
charge

Insert additional rows as necessary.

**IMPLEMENTATION COSTS**

List any charges for implementation, if any. Charges should be either event (one time) based or hourly with a statement of work.

Implementation Component

Event  
(One Time  
Cost)

Hourly Labor  
Charge  
(For SOW)

Insert additional rows as necessary.

**TRAINING COSTS**





**County of Fairfax  
Department of Purchasing and Supply Management**

**RFP-200000264  
Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products,  
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**ADD ADDITIONAL COMPONENTS AND/OR BREAK DOWN IN PRICING AS NECESSARY.**

For additional related products, services and solutions that you offer, please provide pricing in Attachment C.

**ASSESSMENT COSTS**

List any charges for assessments, if any. Charges should be listed as separate rates with hourly labor charges for each component. If there are no charges for assessments, please note.

List any charges for initial or on-going training, if any. If your company has an alternative methodology for pricing training, please provide.

Flat Fee (if applicable)	Hourly labor charge
-----------------------------	------------------------

Initial Training Ongoing Training	
--------------------------------------	--

**FLEET MANAGEMENT COSTS**

Include all cost options for on-site full-time, part-time, first service responder, consumables, etc. In addition, list separate costs, if any, to manage legacy installed devices from other manufacturers such as installing, moving, adding, changing and disposing of contracted devices. Management of legacy devices does not include parts, labor nor supplies.

Fleet Management Component	Hourly labor charge
----------------------------	------------------------



County of Fairfax  
Department of Purchasing and Supply Management

RFP-2000000264

Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products,  
Services and Solutions

**ATTACHMENT B - MANAGED PRINT SERVICES PRICING SHEET**

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ADD ADDITIONAL COMPONENTS AND/OR BREAK DOWN IN PRICING AS NECESSARY.

For additional related products, services and solutions that you offer, please provide pricing in Attachment C.

**ASSESSMENT COSTS**

List any charges for assessments, if any. Charges should be listed as separate rates with hourly labor charges for each component. If there are no charges for assessments, please note.

Insert additional rows as necessary.

**SERVICE/HELP DESK INTEGRATION**

List all options and fees and/or hourly rates for service/help desk integration. Also list the cost, if any, of any software technology that can be used in association with your service desk. This should include outright purchase, monthly lease, or per device monthly fees.

Service/Help Desk Component	Fee	Hourly labor charge
-----------------------------	-----	---------------------

Insert additional rows as necessary.

Software technology used with service desk.	Purchase	Monthly Lease	Per Device Monthly Fee
---	----------	---------------	------------------------

Insert additional rows as necessary.

**CONSULTANT/PROFESSIONAL SERVICES**



**County of Fairfax  
Department of Purchasing and Supply Management**

**RFP-200000264**

**Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products,  
Services and Solutions**

**ATTACHMENT B - MANAGED PRINT SERVICES PRICING SHEET**

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**ADD ADDITIONAL COMPONENTS AND/OR BREAK DOWN IN PRICING AS NECESSARY.**

For additional related products, services and solutions that you offer, please provide pricing in Attachment C.

**ASSESSMENT COSTS**

List any charges for assessments, if any. Charges should be listed as separate rates with hourly labor charges for each component. If there are no charges for assessments, please note.

List hourly rate for consultant/professional services.

Consultant/Professional Service	Hourly labor charge
---------------------------------	---------------------

Insert additional rows as necessary.

**MAINTENANCE (BREAK/FIX)**

List all options for types of break/fix service associated with installed printers, including but not limited to; 1) parts and labor annual maintenance (supplies purchased separately), 2) parts and labor monthly maintenance (supplies purchased separately), and 3) maintenance programs which allow for supplies to be charged on a per copy rate. Detail how you would formulate charge per copy for toner.

Break/Fix Service	Annual Maintenance	Monthly Maintenance	Maintenance Per Copy
-------------------	--------------------	---------------------	----------------------

Insert additional rows as necessary.



County of Fairfax  
Department of Purchasing and Supply Management

RFP-200000264  
Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products,  
Services and Solutions

**ATTACHMENT B - MANAGED PRINT SERVICES PRICING SHEET**

Instructions: Offeror shall complete a detailed price sheet for all components associated with the management of print services.

ADD ADDITIONAL COMPONENTS AND/OR BREAK DOWN IN PRICING AS NECESSARY.

For additional related products, services and solutions that you offer, please provide pricing in Attachment C.

**ASSESSMENT COSTS**

List any charges for assessments, if any. Charges should be listed as separate rates with hourly labor charges for each component. If there are no charges for assessments, please note.

List how you will configure pricing for future printer models by other manufacturers. Will this be done by manufacturer and model number or by manufacturer speed/segment of the printer?

**Break/Fix Service For Future Models By Other  
Manufacturers**

Insert additional rows as necessary.

If meter collection is performed by offeror on-site, list the monthly charge or hourly rate. If meter collection is performed through software, list monthly charge or purchase price, if any, per asset.

Meter Collection	Monthly Charge	Hourly labor charge
------------------	----------------	---------------------

Insert additional rows as necessary.

Software	Purchase	Monthly Fee
----------	----------	-------------

Insert additional rows as necessary.



County of Fairfax  
Department of Purchasing and Supply Management

RFP-2000000264

Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products,  
Services and Solutions

**ATTACHMENT B - MANAGED PRINT SERVICES PRICING SHEET**

Instructions: Offeror shall complete a detailed price sheet for all components associated with the management of print services.

ADD ADDITIONAL COMPONENTS AND/OR BREAK DOWN IN PRICING AS NECESSARY.

For additional related products, services and solutions that you offer, please provide pricing in Attachment C.

**ASSESSMENT COSTS**

List any charges for assessments, if any. Charges should be listed as separate rates with hourly labor charges for each component. If there are no charges for assessments, please note.

Include any other applicable fees for software or maintenance options.

Insert additional rows as necessary.

**OTHER MANAGED PRINT SERVICES**

List any other managed print services you provide along with costs associated. Include software or licensing components of any services provided.

Insert additional rows as necessary.

**VOLUME DISCOUNTS**

Provide any additional discounts offered by your company for business factors that makes doing business more cost effective such as number of locations serviced, etc.

Insert additional rows as necessary.



County of Fairfax  
Department of Purchasing and Supply Management

RFP-2000000264

Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products, Services and Solutions

### ATTACHMENT A-1 - MFD TECHNICAL SPECIFICATIONS

802.11 b/g	
Detailed job log including document name, author name, IP address, MAC address	
Separate engine for printing and scanning	
	<i>Insert additional rows as necessary for additional specifications</i>
<b>FAX</b>	
Fax Speed	
Network faxing from PC without setting up extra faxing server - simple driver installation	
Walk up Faxing	
Integrate with other Fax software - specify any hardware or software requirements	
Accept telephone/other authorization codes	
	<i>Insert additional rows as necessary for additional specifications</i>
<b>SCAN</b>	



County of Fairfax  
Department of Purchasing and Supply Management

RFP-2000000264

Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products, Services and Solutions

**ATTACHMENT A-1 - MFD TECHNICAL SPECIFICATIONS**

Scanner Resolution	
Scanning Speed	
Image Format, PDF, OCR Optional	
Integrate with Novell eDirectory for authentication; specify any hardware or software requirements	
Integrate with Google, Groupwise or SMTP email; specify any hardware or software requirements	
Integrate with Documentum eCenter directly or through Kofax and/or Captiva; indicate hardware and software requirements (if any to provide this integration)	
Support for Microsoft Windows LDAP authentication	
Integrate with eCopy; integrate hardware and software requirements if any, for this integration	



County of Fairfax  
Department of Purchasing and Supply Management

RFP-2000000264

Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products, Services and Solutions

### ATTACHMENT A-1 - MFD TECHNICAL SPECIFICATIONS

Network scanning; Scanning to a network drive, pull scanning from workstation; specify any hardware or software requirements

*Insert additional rows as necessary for additional specifications*

#### SECURITY

Password protect and specify how

Hard Drive erase

Encryption (SSL); specify any hardware or software requirements

Security options to protect data from attacks and hacking within both internal and external network; specify any hardware or software requirements

*Insert additional rows as necessary for additional specifications*

#### SUPPORTING FEATURES





County of Fairfax  
Department of Purchasing and Supply Management

RFP-2000000264

Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products, Services and Solutions

### ATTACHMENT A-1 - MFD TECHNICAL SPECIFICATIONS

Administration access through Web browser for system administration and configuration	
Configurable status/email alert of device	
Coin and bill plug and play vending	
Power requirement	
Energy Star (Version 1.2)	
Plug Type - Electrical	
Panel customization	
Scanning/Printing configuration	
Driver Support	
Number of devices supported if a server needs to be established	
<i>Insert additional rows as necessary for additional specifications</i>	



County of Fairfax  
Department of Purchasing and Supply Management

RFP-2000000264  
Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products,  
Services and Solutions

**ATTACHMENT C - OTHER RELATED PRODUCTS, SERVICES AND SOLUTIONS**

Instructions: Offeror shall provide a detailed price sheet for any other related products, services and solutions it wishes to be considered.

**ADD ADDITIONAL COMPONENTS AND/OR BREAK DOWN IN PRICING AS NECESSARY.**

**ADDITIONAL LEASE OPTIONS**

List any additional lease options offered and the prices for those options.

**Additional Lease Options**

**Lease Rate**

Insert additional rows as necessary.

**ADDITIONAL MAINTENANCE OPTIONS**

List any additional maintenance options offered and the prices for these options.

**Additional Maintenance Options**

**Price**

Insert additional rows as necessary.

**ADDITIONAL SOFTWARE**

List any additional software offered and the prices for software.

**Software**

**Price**



County of Fairfax  
Department of Purchasing and Supply Management

RFP-2000000264

Lease or Purchase of Multifunction Devices, Managed Print Services and any other Related Products,  
Services and Solutions

**ATTACHMENT C - OTHER RELATED PRODUCTS, SERVICES AND SOLUTIONS**

Instructions: Offeror shall provide a detailed price sheet for any other related products, services and solutions it wishes to be considered.

**ADD ADDITIONAL COMPONENTS AND/OR BREAK DOWN IN PRICING AS NECESSARY.**

**OTHER RELATED PRODUCTS**

List any other related products offered by your company and include prices for each product.

**Other Related Products**

**Price**

Insert additional rows as necessary.

**OTHER RELATED SERVICES AND SOLUTIONS**

List any other related services and solutions offered by your company and include a detailed breakdown in pricing for each service or solution.

**Related Services and Solutions**

**Price**

Insert additional rows as necessary.



# County of Fairfax, Virginia

## ADDENDUM

Date: June 6, 2012

### ADDENDUM NO. 1

**TO:** ALL PROSPECTIVE OFFERORS  
**REFERENCE:** RFP 2000000264  
**TITLE:** Multi-Function Devices and Related Services  
**DUE DATE/TIME:** June 28, 2012/2:00 P.M. (Revised)

The referenced request for proposal is amended as follows:

1. The closing date and time have been changed to June 28, 2012 @ 2:00 P.M.
2. In order to allow the County time to respond to additional questions via an addendum, the deadline to submit questions to the County is close of business Friday, June 22, 2012.
3. For those offerors interested in a site visit of FCG or FCPS facilities, they are scheduled as follows:
  - a. Fairfax County Government Center  
12000 Government Center Parkway, Fairfax VA 22035  
June 12, 2012, from 10:00 am – 5:00 pm local time
  - b. Fairfax County Government Center  
12000 Government Center Parkway, Fairfax VA 22035  
June 13, 2012, from 10:00 am – 5:00 pm local time
  - c. FCPS Woodson High School;  
9525 Main Street, Fairfax, VA 22031  
June 20, 2012, from 9:00 am – 11:00 am local time
  - d. FCPS Gatehouse Administrative Center  
8115 Gatehouse Road, Falls Church, VA 22042  
June 20, 2012, from 12:30 pm – 2:30 pm local time

Please contact Teena Stewart via email at [teena.stewart@fairfaxcounty.gov](mailto:teena.stewart@fairfaxcounty.gov) to confirm your firms' site visit, date(s) and time(s).
4. Refer to Attachment I of this Addendum, for questions and answers from the pre-proposal conference held on May 30, 2012 and from questions received via e-mail.

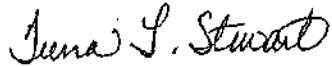
Department of Purchasing & Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpsmt](http://www.fairfaxcounty.gov/dpsmt)

Phone (703) 324-3201, TTY: 1800- 828-1140, Fax: (703) 324-3681

Addendum No. 1  
RFP 200000264  
Page 2

All other terms and conditions remain the same.



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Teena L. Stewart, CPPB  
Contract Specialist II

**THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT  
REQUEST FOR PROPOSAL:**

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Name of Firm

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(Signature)

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(Date)

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR  
RETURNED PRIOR TO DATE/TIME OF CLOSING.**

**Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON  
THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST  
BE SIGNED.**

Attachment I

- Q1. Para 5.1-pg 21, the county leases 500 machines under a single co-terminus agreement
- Please indicate when this lease will expire.
  - Also, when will the lease expire for FCPS?
- A1. The current U.S. Communities contract for multifunction devices with Ricoh expires on March 31, 2013. The County's current co-terminus lease expires June 30, 2014, however the County reserves the right to cancel for convenience or continue leasing to the end of the lease period. FCPS leases its machines for 48 month terms. The expiration dates vary and FCPS does not have a single co-terminus agreement.
- Q2. Is the RFQ going to be a true multiple award contracts?
- If this is a multiple award can a vendor decide to opt out of the contract without penalty?
- A2. Please reference Special Provisions, paragraph 1.5 regarding multiple awards and General Conditions and Instructions to Bidders, paragraph 5 regarding withdrawal of bids.
- Q3. Is it a requirement to have all products; wide format, printers, high production, fax and MFD's in order to be considered?
- A3. No, please reference Special Provisions, paragraph 1.5.
- Q4. Is it a requirement to provide managed print services or does a manufacturer have the ability to only bid the MFD's?
- A4. Supplier has the ability to submit a proposal by section or aggregate. Please reference Special Provisions, paragraph 1.5.
- Q5. Are there a minimum quantities required to be purchased under this RFQ?
- A5. No.
- Q6. The bid pricing requirement conflicts with GSA in that it requires the lowest overall available pricing on products and services to public agencies; how will this be addressed? Lowest price offered to public agencies not affected by GSA prices.
- A6. The lowest price to eligible local and state entities is not affected by pricing offered to the United States Government.
- Q7. Is it a requirement to be able to provide maintenance to other manufacturer's equipment per Item 7 on page 16?
- A7. Supplier is to propose its capability. It is a preference and is anticipated that each Supplier provide with their response a list of manufacturers for which it is or is not authorized to perform service.
- Q8. Is it requirement to provide production printers, if so what is your definition of production printing?
- A8. Please reference Special Provisions Paragraph 1.5. Production printing equipment would be equipment able to handle the amount and type of print jobs as identified in Special Provisions paragraph 5.2 titled "Printing Services".
- Q9. Is there an actual requirement for coin-op equipment and if so is there a number or specific products?
- A9. Supplier may submit coin-op equipment as part of its equipment offering. There is no number or specific product as each Participating Public Agency has its own requirements regarding utilization of coin-op equipment. County and FCPS anticipate a need for coin-op equipment in its libraries.
- Q10. Is GBC and Coil Bound a requirement per page 21 5.2 second bullet?
- A10. Currently the Fairfax County Print Shop has this capability and it is a requirement for Fairfax County.
- Q11. Would you please clarify why compensation under the US Communities Contract must be higher or equal to other public agency contracts compensation?
- A11. This is a requirement to eliminate any potential barrier of the Supplier's sales force commitment to lead with U.S. Communities as their primary offering to Public Agencies.

Attachment I

- Q12. Attachment A price sheet- how many grayscale and color copies/ prints need to be included in maintenance and lease payments for each of the segments?  
A12. Price the following: all copies, no copies, 2,000, 5,000, 10,000, 25,000, 50,000, 100,000, 500,000, 1,000,000, and 5,000,000 copies.
- Q13. Duplicators are mentioned as a part of original RFP and as per the inventory listed on page 26, the FCPS currently has 180-duplicators. However, we did not see any technical specifications regarding Duplicators, neither see them listed in the Attachment A-price sheet. Can the County please provide specifications on what kind of duplicators would meet the needs? Should we include duplicators in our pricing response on attachment A?  
A13. FCPS currently has RISO Duplicators RZ220, EZ220. FCPS prefers network and print capability. Supplier should provide specifications of its products in Attachment A-1. Duplicator pricing should be included in Attachment A.
- Q14. Under FAIRFAX COUNTY PUBLIC SCHOOLS REQUIREMENTS. Section 6.2.1, it says 'School employees require the ability to walk up to an MFD to release secured print jobs, perform copy, scan (to email and/or file server) and fax functions (where applicable)'. Does the FCPS require the School employees to release the secure print job from any MFD on the network i.e. the 'follow you/me print solution'?  
A14. FCPS does not require this currently. It is something FCPS would consider in the future.
- Q15. Do the FCPS currently have NSi AutoStore/SMARTicket/AutoCapture solution? Can you please provide information on back-end document management solutions in place currently at FCPS, which when integrated with new scanning workflows, would result in better access to records and cost savings?  
A15. FCPS has AutoStore in the legal department, not division wide.
- Q16. Do the FCPS currently have the RightFax solution?  
A16. No.
- Q17. Page 46, Special Provision #6, asks to 'identify the key personnel who are to work on the project'. Please define who would be considered as 'key personnel'. Would they be Technical personnel, IT personnel or Account Managers?  
A17. Key personnel would include anyone the County or FCPS would interact with on at least a monthly basis.
- Q18. Please state in which specific section should the vendor describe their 'Managed Print Services' program.  
A18. Reference page 16, Managed Print Services, of the RFP. The description of your Managed Print Services program should be provided in the Supplier Information section of your response under the section titled "Managed Print Services".
- Q19. Would the County consider extending the RFP due date?  
A19. The RFP due date has been extended to June 28, 2012 at 2:00 pm local time.
- Q20. P8- D - Sales Commitment - The requirements regarding sales force compensation and incentives seem to extend beyond the normal and legal bounds of a supplier agreement. This information should be considered proprietary and at the discretion of the vendor, not a contract with Fairfax County or U.S. Communities. We respectfully ask that it be removed.  
A20. See Answer to Q11.
- Q21. P12- Supplier Work Sheet - What level of EDI billing is the vendor expected to provide?  
A21. The intent of the Supplier Worksheet, item E, is to ensure Suppliers are able to provide ordering and billing in multiple formats to meet the various needs of Participating Public Agencies. No level of EDI billing is specified. It is up to the Supplier to understand each Participating Public Agency's needs and address those needs.

Attachment I

- Q22. P14- Supplier Information #6 - Based on existing non-disclosure agreements with our customers we cannot release customer information based on sales volumes purchased or rank them in order of revenue. In conjunction with the above, we consider lost opportunities confidential company information. We respectfully request that this requirement be removed.
- A22. Public Agencies do not consider this information to be proprietary and this requirement will not be removed. If Supplier has information it deems as proprietary, this information should be marked as "proprietary and confidential" in its response. Reference Special Provisions, paragraph 13.
- Q23. P.17- 1 – Administration - How often will Fairfax County or other contract users pay using a credit card or P-Card? Will the card be used for lease payments, supplies and/or services? Since there is a fee to the vendor for such transactions, can the vendor pass the fee to the user of the card?
- A23. This information is not available/unknown. Supplier is responsible for any credit card processing fees.
- Q24. P20 –Contract Period and Renewal - Please clarify that this is a 4 year initial agreement with 6 option years to follow.
- A24. Yes.
- Q25. P24 – 6.1.2.3 – Scan - Lower segment MFD's typically do not have 100 sheet document feeders. As such, many manufacturers provide features which allow for unlimited scanning. Is it acceptable for a MFD to have <100 sheet document feeder if it can batch scan 100 sheets or more?
- A25. County would like to see a minimum of at least 50 sheets. Floor standing models should be able to easily do 100+ sheets.
- Q26. P27 – 6.1.9 – Response and Restoration of Service - While the County may establish its own requirements of 2 hours (on-site response) and 4 hours (restoration of service), these are not the typical nation standards. Average variances of 4-8 hour response times, depending on urban/rural makeup, are more customary. Extreme rural regions, such as AK and HI may have unique circumstances and needs broader terms. We respectfully ask for further consideration in the RFP.
- A26. Alternatives will be considered.
- Q27. P28 – 6.1.10 – Support Staff - The County is requesting that the servicing organization manage equipment moves for the life of the contract. Equipment moves are not referenced in this solicitation. There are varying cost associated with moving equipment, whether between floors, buildings or across a city/county. Other considerations include buildings without elevators that require moving up stairs or on the outside of the building. Therefore, may the successful vendor provide quotes, which will be assessed based on these circumstances?
- A27. Please provide a detailed list of all related moving fees. Note that County does not currently pay for moves and FCPS currently pays a nominal fee for moves.
- Q28. P29 – 6.1.13 – Defective Equipment - All manufacturers offer a repair or replace guarantee for defective equipment. Before replacing any identified unit, we ask that any lack of performance be based on manufacturer's published standards and specifications with a reasonable cure period granted. End-user caused issues or misuse should also be included in the discussions, if applicable.
- A28. It is the Supplier's responsibility to restore functionality on published or non-published manufacturer defects.
- Q29. P30 – 6.1.14 – Technology Refresh - Please clarify what constitutes a "Technology Refresh" by the manufacturer? If a new model is introduced that utilizes the same main frame, basic user operation, accessories, print driver layout, but simply adds new firmware and feature sets is this considered 100% new by the County? Manufacturers typically replace most MFDs on an 18 to 36 month refresh cycle. The launch of new equipment does not necessarily render models that have been installed up to 5 years earlier obsolete or incapable of providing the functions for which they were acquired. Please explain the intention of this clause and what you are seeking to achieve. If the refresh means that the fleet can be replaced at any time at the request of the County, this would result in higher bid prices to hedge against future costs.
- A29. County requires a technology refresh if it purchased devices within the first 12 months of the new technology. FCPS does not have this requirement.



Attachment I

- Q30. P31-6.1.17.B – Security - The County is requesting a certificate of destruction for devices removed from the County. If an installed device is equipped with hard drive/memory security features, such as data overwrite systems, would this negate the need for certificate?
- A30. County requires a certificate of destruction for each unit that leaves the County, regardless of the reason it leaves. FCPS uses Data Overwrite Security on all current leases, but it requires the hard drives be returned to FCPS for shredding on all machines not loaded with DOS.
- Q31. P31- 6.1.1.18 - This paragraph cuts off at the bottom of the page with, "...automate this process with the County's current" and is not continued on P32. Could you please provide the rest of the working in this section?
- A31. Highlighted in yellow below is the remainder of the paragraph.
- Q32. P32 – 6.1.19 – FOB - Geographic and transportation logistics can increase delivery costs in both Alaska and Hawaii. For the national program, will the County allow the successful vendor to assess these costs in areas, such as Alaska and Hawaii?
- A32. Exceptions for Alaska and Hawaii may be identified in your proposal. County and FCPS do not pay shipping.
- Q33. P36 – 6.2.7 –Technology Refresh - Please refer to question earlier in 6.1.14.
- A33. See answer to Q29.
- Q34. P37-6.2.10.B – Maintenance - Many smaller MFD's, printers and all faxes do not have finishers and therefore do not require staples. Additionally there are many products (duplicators, printers, wide format plotters and faxes) maintenance agreements that historically do not include supplies. Are we able to simply note on these types of products where supplies and/or staples are not included in our pricing?
- A34. County expects staples to be included and does not currently pay for staples.
- Q35. P37 – 6.2.10.D – Equipment Leasing – Automatic Renewals
- A. While automatic renewals are not acceptable, will you consider month-to-month. Month-to-month extensions offer flexibility for situations, such as...
- Migrating to a co-terminus agreement
  - Aligning agreements to a fiscal year
- B. The bid states that delivery and installation is included in the initial price. Does this clause also include removal at no charge to the customer at the end of the lease?
- A35. A. Please reference Special Provisions, paragraph 4.1. At the discretion and if authorized by County or FCPS, a month-to-month extension would be acceptable. Automatic renewals are prohibited.  
B. County requires that there is no additional charge for removal should there be a technology refresh of the equipment or at the end of the lease term.
- Q36. P37 – 6.2.10 – Equipment Leasing - Nationally, many organizations would like to be able to take advantage of new technology/solutions or cost-savings that arise from new leases. Is it acceptable to the County, FCPS and U.S. Communities that the Master Agreement allow for remaining lease obligations from the current vendor or another vendor to be rolled into new agreements?
- A36. No.
- Q37. P38-6.2.13.F- Service and Maintenance Support – Repairs - Is the position that if a single unit is down for 12 business hours is the entire month service charge to be credited? We respectfully request that changes are made to take into account a ratio of the length of downtime to the entire month.
- A37. Both the County and FCPS have high priority sites with high visibility by county and school officials. An alternative option would be for Supplier to send a replacement unit or loaner.
- Q38. P42 – 7.1 – Gap Analysis - What resources will the customer be required to provide to the vendor in order to complete these tasks? Nationally, is there a minimum number of units that are required in order for the vendor to provide these services?
- A38. County will provide all Supplier required resources it feels is reasonable to complete the tasks. Nationally, Supplier should propose its capability in the RFP response.

Attachment I

- Q39. P44 – 7.7 – Warranty - The County states that warranty periods and maintenance agreements should not overlap. Warranties typically cover only defective materials, workmanship and retrofits for 90 days, but not misuse or abuse, routine cleaning, preventive maintenance or supplies. As the County is requesting supply-inclusive agreements, it is industry practice that maintenance agreements take effect upon installation.
- A39. Please include your proposal in the RFP response.
- Q40. P45 – 9.2 – Tab 3- Offeror Profile - Is the County requiring profiles for just Fairfax County vendors or for the manufacturer's national distribution? Are a manufacturer's authorized dealers considered sub-contractors for the purposes of this solicitation?
- A40. While the County is more focused on its needs, those responding to this RFP should be as comprehensive as possible as this is an indication of the Suppliers' relationship with its sub-contractors who provide products and services on the Suppliers' behalf.
- Q41. P54– 24.2– Changes / Cancellation for convenience - This solicitation already addresses the cancellation for documented non-performance or non-appropriation of funds. We respectfully request that any cancellation for convenience clause include, "All money due the lessor for the remainder of the lease agreement period will be due and payable upon completion of the equipment removal."
- A41. The County will not have further obligations, monetary or otherwise, for goods or services not received.
- Q42. P47- Tab 6- Financial Statements - Is it acceptable to simply provide basic financials in hard copy and the full annual reports as electronic versions?
- A42. Yes.
- Q43. P63- 33. Termination for cause - We respectfully propose a 30-day cure period from time of notification.
- A43. Please submit in RFP response.
- Q44. P77- Subcontractor Notification Form - Are authorized dealers to be considered sub contractors or sales and servicing arms of the manufacturer? If so, can we provide the information on in an Excel format rather than the form provided?
- A44. Yes, please include.
- Q45. P84- Master Vendor Employee Name List - Does this form need to be filled out with the response, or a requirement when awarded?
- A45. Upon award is acceptable.
- Q46. Attachment A-Pricing Sheet - In addition to providing lease pricing for the terms requested on this document, will the County also accept additional lease periods (e.g. 33 months) and capital (\$1 Buyout) lease rates? These will accommodate other agencies nationally that either request capital leasing and/or agreement periods that are not covered in the solicitation.
- A46. No jurisdiction in the Commonwealth of Virginia can agree to a \$1 buyout. Other Public Agencies, where legally appropriate, may agree to this type of arrangement. Alternative pricing structures may be proposed. County is looking for an apples-to-apples comparison amongst Suppliers.
- Q47. Attachment A-Pricing Sheet - Will the County and U.S. Communities allow vendors to list an increase in service rates in instances where geography and travel are an issue? This would include tiered percentage increases to the CPC for those customers (a) over 30, and (b) over 60 miles away from the servicing vendor.
- A47. Any labor rates must be fully loaded. There will be no added fees for travel for the County or FCPS. Supplier may propose tiered rates for other Public Agencies.

Attachment I

- Q48. Attachment A-Pricing Sheet – Maintenance - For the box titled "Monthly Labor, Service and Support" - does this refer to full-time, on-site labor? The standard price proposal for on- site full-time support for a managed print engagement would be a monthly price for a fleet of equipment, not per unit. Please advise your expectations for this cell.
- A48. The box titled "Monthly Labor, Service and Support" can refer to but is not limited to full-time, on-site labor. The standard price proposal is a separate line item should a Participating Public Agency wish to purchase stand-alone monthly labor, service, and support relating to the MFD solution it selects. Please propose Supplier's best approach.
- Q49. U.S. Communities / National Agreement - Please clarify the order of precedence between terms and conditions contract requirements that differ between Fairfax County and FCPS for transactions outside Fairfax County. USC are separate from Fairfax. Fairfax terms and conditions apply to all transactions between Fairfax County and FCPS.
- A49. Any awarded Supplier(s) will sign a Master Agreement with Fairfax County. Participating Public Agencies are able to utilize this Master Agreement. The Master Intergovernmental Cooperative Purchasing Agreement, Exhibit 4 of the RFP, permits a Participating Public Agency and Supplier to agree upon certain different or alternative terms and conditions. Each Supplier has discretion as to whether such terms and conditions are acceptable.
- Q50. Due Date - The U.S. Communities RFP is complex and will require a significant time and resource commitment in order to provide a comprehensive response and produce the 16 hard copies organized according to directions. Will the committee consider extending the due date?
- A50. See answer to Q19.
- Q51. Page 1 item 2B – Is it the intent of Fairfax County to award an exclusive contract to a single manufacturer?
- A51. See answer to Q2.
- Q52. Page 1 item 2B – If more than one vendor will be awarded this contract, how will orders be divided amongst the approved vendors?
- A52. It is up to each Participating Public Agency to determine what best meets its needs.
- Q53. Page 1 item 2B – Will there be mandated purchasing by the Participating Public Agencies?
- A53. No.
- Q54. Page 1 item 2B – Please provide the volume Participating Public Agencies will be required to commit to purchasing through this contract award?
- A54. There is no requirement.
- Q55. Page 3 Advisory Board – Are Advisory Board Members mandated to purchase from this contract award?
- A55. No.
- Q56. Page 3 Advisory Board – Please provide the volume Advisory Board Members will be required to commit to purchasing through this contract award?
- A56. There is no requirement.
- Q57. Page 15 Marketing item 6 – Will U.S. Communities and Fairfax County accept short biographies of the dedicated account team members instead of resumes?
- A57. Resumes are required.
- Q58. Page 16 Products, Services and Solutions item 3 – What is your current delivery time expectation?
- A58. It is up to the Supplier to provide its guaranteed delivery time.
- Q59. Page 16 Managed Print Services item 5 / Attachment B - SERVICE/HELP DESK INTEGRATION - Please clarify your expectations and requirements for Help Desk Integration.
- A59. County requires onsite personnel and the ability to support backend software.

Attachment I

- Q60. Page 31 item 6.1.18. BILLING/INVOICE –Will each Participating Public Agency sign a lease agreement that will stand alone on its own terms?  
A60. For leases, each Participating Public Agency will sign a lease agreement. The intent is to incorporate standard terms into the Master Agreement. For a sample of a County Master Equipment Lease Agreement, go to <http://www.fairfaxcounty.gov/cregister/ContractDetails.aspx?contractNumber=4400001197> and click on Amendments.
- Q61. Page 44 Acceptance Testing – How long is the testing period of the equipment? Will the County include this in its terms (i.e. acceptance testing for five days)?  
A61. The acceptance testing period will last a minimum of 10 business days.
- Q62. Section 3 of the Overview indicates that offeror's can provide lease or purchase. Is it either or both?  
A62. The RFP requires the option to do both.
- Q63. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES 3c, could you provide information regarding "general overflow."  
A63. General overflow is a large print job the MFD or print shop cannot handle where the job can be sent to an external source. For instance from an MFD standpoint, anything over 500-1000 pages could be submitted to the print shop's web store front. From a print shop standpoint, any jobs it cannot handle would be outsourced to an overflow printing service.
- Q64. U.S. Communities, page 4, Marketplace – this section indicates that members can purchase online via credit card. How is the credit card processing fee paid?  
A64. Supplier is responsible for any credit card processing fee.
- Q65. 5, Supplier Qualifications, Corporate Commitment – this section requires authorized dealers to lead with the U.S. Communities agreement. Vendor respectfully submits and agrees that as a manufacturer direct contract, its dealers can lead with the U.S. Communities Agreement. But, when dealers market direct to public entities, they are not obligated to use the manufacturer contract. Is it your intent to enforce this for indirect sales force marketing activities for all public business regardless?  
A65. Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) is required to present the Master Agreement when marketing Supplier's products, services and solutions to Public Agencies.
- Q66. 5, Supplier Qualifications, b, Pricing Commitment, (ii) – Vendor requests to add language stating, excluding volume-based promotions.  
A66. The Administration Agreement is required to be signed, unaltered.
- Q67. Supplier Information, Marketing, 4 – Because public entities are not required to transition to the U.S. Communities contract, Vendor requests to remove the supplier commitment amount of contracts to transition in years one, two and three. Alternatively, the language could state "best efforts to transition."  
A67. No.
- Q68. Special Provisions, 11 Consultation Services – is this an onsite requirement?  
A68. An onsite requirement would depend on the specific consultation services being provided.
- Q69. Special Provisions, 20.2, d, vendor requests to remove professional liability from the insurance requirements as this does not apply.  
A69. List any exceptions in Suppliers response. County Risk Management will make a final determination.
- Q70. Special Provisions, 21.5, what percentage of orders are through credit card?  
A70. This information is not available.
- Q71. Attachment A - In the example shown with the AX100, the Allotted Impressions Per Month column is 12,000. Please advise what volume should be used per segment?  
A71. It is up to each Supplier to provide the recommended limit versus theoretical limit by device.

Attachment I

- Q72. Attachment A - In the example shown with the AX100, the Allotted Impressions Per Month column is 12,000. On the color models, please provide a monthly volume that vendors should use to base pricing for both color and monochrome separately.
- A72. The County has pooled impressions and does approximately 52M annual gray scale impressions and 8M color impressions. FCPS pushes Supplier's recommended limits and currently does not pay overage. FCPS does not have pooled impressions.
- Q73. Attachment A - Instead of bidding with minimum monthly impressions, may a vendor bid Cost Per Copy with no minimum monthly copy allowance?
- A73. Supplier may propose alternative pricing options that it feels will best meet the needs of the County, FCPS and Participating Public Agencies.
- Q74. Attachment A - In the MAINTENANCE AND SUPPLIES INCLUDED section, is the cost of maintenance and supplies to be included?
- A74. Yes.
- Q75. Attachment A - In the MAINTENANCE AND SUPPLIES INCLUDED section, if the cost of maintenance and supplies is to be included, what volume is the maintenance to be based on?
- A75. County and FCPS have different requirements. Supplier should propose volumes based on the targeted monthly range that each machine is rated; examples: Ricoh MP4002SP – 10,000/month, Ricoh MP5002SP – 20,000/month, and Ricoh MP8001SP – 50,000/month. Additionally, Supplier should propose pricing for the following volumes: 2,000, 5, 000, 10,000, 25,000, 50,000, 100,000, 500,000, 1,000,000 and 5,000,000.
- Q76. Attachment A - How are the devices going to be configured in each segment? (Example: Doc Feeder, Staple Finisher, Hole Punch)
- A76. Supplier should provide pricing for each base unit and pricing for all available options for each unit to allow for an a la carte apples-to-apples pricing comparison.
- Q77. Attachment A – Does U.S. Communities and Fairfax County want vendors to bid the mainframe and list all of the available accessory options separately?
- A77. While not required, Supplier may propose an offering.
- Q78. Attachment A – Is our pricing to include End of Term Removal?
- A78. Yes for lease/rental.
- Q79. Attachment A – Is our pricing to include Personal Property Tax?
- A79. No, County and FCPS is tax exempt.
- Q80. Attachment A – Is our pricing to include staples?
- A80. That is preferred.
- Q81. Attachment A - Are vendors required to bid every segment? For example, what if a vendor does not have a model that fits in Segment 6 Color (91+ ppm)?
- A81. No, Supplier can submit what it offers. See answer to Q2.
- Q82. Attachment A, what is the intent of the Monthly Labor, Service, Support column? Is this for consulting?
- A82. This is a separate line item should a Participating Public Agency wish to purchase stand-alone monthly labor, service, and support relating to the MFD solution it selects.
- Q83. Attachment B - FLEET MANAGEMENT COST - Which sites will require on-site personnel (full-time or part-time)?
- A83. County currently has five solution provider personnel onsite; two IT staff at the Government Center and three technicians in the field covering all County locations. They are regionally divided.

Attachment I

- Q84. Attachment B - FLEET MANAGEMENT COST - What will the responsibilities and duties be for the required on-site personnel?  
A84. Please reference Special Provisions, paragraphs 6.1.5-6.1.12 for County requirements. Participating Public Agency requirements may differ.
- Q85. Attachment B - FLEET MANAGEMENT COST - What will be the business hours required for on-site personnel?  
A85. County hours 7:00 – 6:00 pm, currently with staggered shifts. After hour support is required on Election Day and other special occasions such as Board sessions. Additionally, please reference Special Provisions, paragraph 6.1.9.
- Q86. Attachment B - FLEET MANAGEMENT COST – U.S. Communities and Fairfax County is requesting a price to manage legacy devices. Please provide vendors with a copy of the existing fleet by location and the print volumes that each location produces.  
A86. Information is not available from Participating Public Agencies. County is not currently looking for Supplier(s) to manage legacy devices.
- Q87. Attachment B - MAINTENANCE (BREAK/FIX) - In order for us to provide pricing on break/fix service, please provide your existing fleet information by location and each locations volumes.  
A87. This information is not available. Please generalize and use theoretical limits.
- Q88. What is your level of satisfaction with your current vendors / program?  
A88. This is not relevant.
- Q89. Will vendors be given an opportunity for a site visit?  
A89. Site visits are scheduled as follows:  
a. Fairfax County Government Center  
12000 Government Center Parkway, Fairfax VA 22035  
June 12, 2012, from 10:00 am – 5:00 pm local time  
b. Fairfax County Government Center  
12000 Government Center Parkway, Fairfax VA 22035  
June 13, 2012, from 10:00 am – 5:00 pm local time  
c. FCPS Woodson High School;  
9525 Main Street, Fairfax, VA 22031  
June 20, 2012, from 9:00 am – 11:00 am local time  
d. FCPS Gatehouse Administrative Center  
8115 Gatehouse Road, Falls Church, VA 22042  
June 20, 2012, from 12:30 pm – 2:30 pm local time
- Q90. Will U.S. Communities and Fairfax County provide a hard copy of all vendor questions and your responses after the pre-proposal conference?  
A90. Yes, via addendum.
- Q91. May we please have another Q&A submission round to clarify any questions that may result from the first round of responses to vendor questions?  
A91. Yes, please reference Special Provisions, paragraph 16.2.
- Q92. To provide Prudential with a comprehensive response that considers all of your valued feedback, we respectfully request a one week extension for RFP due date.  
A92. See answer to Q19.



# County of Fairfax, Virginia

## ADDENDUM

Date: June 26, 2012

### ADDENDUM NO. 2

**TO:** ALL PROSPECTIVE OFFERORS  
**REFERENCE:** RFP 2000000264  
**TITLE:** Multi-Function Devices and Related Services  
**DUE DATE/TIME:** July 3, 2012 / 11:00 A.M. (Revised)

The referenced request for proposal is amended as follows:

1. The closing date and time have been changed to July 3, 2012 @ 11:00 A.M.
2. Refer to Attachment I of this Addendum No. 2, for questions and answers received via e-mail.

All other terms and conditions remain the same.

Teena L. Stewart, CPPB  
Contract Specialist II

**THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DATE/TIME OF CLOSING.**

**Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.**

Department of Purchasing & Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)

Phone (703) 324-3201, TTY: 1800- 828-1140, Fax: (703) 324-3681

Attachment I

Q1. Question pertaining to the Answer to question 31 in previous addendum. The response to question 31 states 'Highlighted in yellow below is the remainder of the paragraph'. However the remainder of the paragraph was not provided. Can you please confirm answer to question Q31 again i.e.- P31 of RFP section- 6.1.18 - This paragraph cuts off at the bottom of the page with, "...automate this process with the County's current" and is not continued on P32. Could you please provide the rest of the wording in this section?

A1. The last sentence of section 6.1.18 is highlighted in yellow below:

**6.1.18 BILLING/INVOICE – Billing will not begin until the last unit is in place, working satisfactorily, and approved via signature by an authorized Fairfax County representative. Invoices are to be sent monthly, clearly marked, easy to read, and include separate detailed line items for: hardware, software, labor/support, services, summarized, and supplies. Hardware line items for each model should include the following columns: unit description, number of units, price per unit, and total price. Similarly; software, labor/support, services, and supplies should be broken out into detailed columns. The invoice should also include a grand total of all solutions purchased. It should be clear and easy to determine what is being paid for. An itemized amortization schedule should be supplied at lease inception then annually on May 1st and as equipment is added or removed. Continued efforts should be made to automate this process with the County's current and future systems. Failure to comply could mean delay of or non-payment of invoice without recourse to the offeror.**

Q2. Will there be an extension of the closing date and time of June 28, 2012@ 2:00pm for the Multi-Function Devices and Related Services (RFP2000000264)?

A2. Yes, the closing date has been extended to July 3, 2012 @ 11:00 A.M.

Q3. Current RFP states that 'Supplier Information' is on pages 19-23.

A3. Supplier Information is located on pages 14-18.

Q4. Is this contract going to be a true multiple award contract and if so can a vendor decide to opt out of the contract should it be a multiple award?

A4. Please reference Special Provisions, Section 19, titled "BASIS FOR AWARD".

Q5. At the pre-proposal conference, I believe it was stated that there would be no fees collected but on page 93 5.1 Administrative Fees it states that a 2% fee of aggregate purchases made during each calendar month that the suppliers will pay a 2% fee on all purchases shipped and billed pursuant to the master agreement. Does this mean that we will have to add 2% to all pricing submitted in order to recoup the fees?

A5. The U.S. Communities Administrative fee is used to fund the day-to-day operations of the program including nine (9) Program Managers whose job function is to promote the program on a daily basis. In addition, the fee is distributed to its five (5) National Sponsors and seventy (70) state sponsors who help market the program nationally. Supplier should submit pricing that is inclusive of all costs in its proposal and recognize that pricing is a large consideration in the overall evaluation process.





# County of Fairfax, Virginia

## NOTICE OF AWARD

Date: FEB 11 2013

**CONTRACT TITLE:** Multi-Function Devices and Related Services  
**Rfx NUMBER:** RFP2000000264  
**CONTRACT NUMBER:** 4400003732  
**COMMODITY CODE:** 98559, 96661, 92031, 92037, 6044, 60072, 20880, 92045, 83885  
**CONTRACT PERIOD:** Date of award through June 30, 2016  
**RENEWALS:** Six (6) One-Year or Any Combination Thereof  
**SUPERSEDES:** 4400002543

**CONTRACTOR:** Ricoh Americas Corporation  
5 Dedrick Place  
West Caldwell, NJ 07006

**VENDOR CODE:** 1000011520

Contact: Stu Parker  
Telephone: 720-344-5566  
Fax: 973-882-2000  
E-mail: [Stuart.Parker@ricoh-usa.com](mailto:Stuart.Parker@ricoh-usa.com)

**TERMS:** Net 30 Days  
**FOB:** Destination  
**PRICES:** Reference Attached Pricing Schedule

**DPSM CONTACT:** Teena L. Stewart, CPPB, Contract Specialist II  
Telephone: 703-324-3227  
Fax: 703-324-3228  
E-mail: [teena.stewart@fairfaxcounty.gov](mailto:teena.stewart@fairfaxcounty.gov)

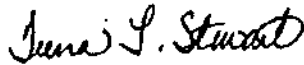
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Notice of Award  
440003732  
Page 2

**ORDERING INSTRUCTIONS:**

Any county department may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPSM and a purchase order will be executed.



---

Teena L Stewart, CPPB  
Contract Specialist II

**DISTRIBUTION:**

Dept. of Finance -- Accounts Payable/e  
DIT -- Afsaneh Tibbs/e  
DIT -- David Foechterle/e  
DIT -- Tom Rose/e  
FCPS -- Kim Dickinson/e

Contract Specialist -- T. Stewart  
AGS, Team 1 -- J. Waysome-Tomlin  
DIT -- Mike Dally/e  
FCPS OPS -- Michelle Holman/e  
FCPS -- Jean Welsh/e



## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Ricoh Americas Corporation  
5 Dedrick Place  
West Caldwell, NJ 07006

Attention: Vince A. Roma, Vice President, Business Development

Reference: RFP2000000264; Multi-Function Devices and Related Services

Dear Mr. Roma:

### Acceptance Agreement

**Contract Number: 4400003732**

This acceptance agreement signifies a contract award to Ricoh Americas Corporation for Multi-Function Devices and Related Services. The period of the contract shall be from date of award through June 30, 2016, with six (6) one-year renewal periods or any combination thereof.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of RFP2000000264 and all Addenda;
- 3) The signed Memorandum of Negotiation.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provision Section 20, as negotiated, within 10 days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

---

Department of Purchasing & Supply Management  
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# County of Fairfax, Virginia

## AMENDMENT

Date: **APR 15 2014**

### AMENDMENT NO. 3

CONTRACT TITLE: Multi-Function Devices and Related Services

CONTRACTOR  
Ricoh Americas Corporation  
5 Dedrick Place  
West Caldwell, NJ 07006

VENDOR CODE  
1000011520

CONTRACT NO.  
4400003732

By mutual agreement, Contract 4400003732 is hereby amended to incorporate Ricoh's pricing schedule titled "U.S. Communities 2013 Purchase / Lease / Full Maintenance", Ricoh Master Pricing Agreement April 2014, and the Ricoh subcontractor list titled "Subcontractor form – 2012 Fairfax RFP updated 2.1.2014, the documents may be found at <http://www.uscommunities.org/>.

All other prices, terms and conditions remain the same.

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

#### DISTRIBUTION:

Finance – Accounts Payable/e  
DIT – Hilde Kjersgard/e  
DIT – Afsaneh Tibbs/e  
DIT – David Foechterle/e  
FCPS – Jean Welsh/e

Contractor  
Contract Specialist – T. Stewart  
ACS, Team 1 – J. Waysome-Tomlin  
FCPS – Kim Dickinson/e  
FCPS – Jim Wise/e

Department of Purchasing & Supply Management

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# County of Fairfax, Virginia

## AMENDMENT

Date: **NOV 25 2013**

### AMENDMENT NO. 2

CONTRACT TITLE: Multi-Function Devices and Related Services


CONTRACTOR  
Ricoh Americas Corporation  
5 Dedrick Place  
West Caldwell, NJ 07006

VENDOR CODE  
1000011520

CONTRACT NO.  
4400003732

By mutual agreement, Contract 4400003732 is hereby amended to incorporate the attached pricing schedule titled "U.S. Communities 2013 Purchase / Lease / Full maintenance Schedule B".

All other prices, terms and conditions remain the same.

  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

Steve Pierson, CPPB, VCO  
Contracts Manager

### DISTRIBUTION:

Finance – Accounts Payable/e  
DIT – Hilde Kjersgard/e  
DIT – Afsaneh Tibbs/e  
DIT – David Fochterle/e  
FCPS – Jean Welsh/e

Contractor  
Contract Specialist – T. Stewart  
ACS, Team 1 – J. Waysome-Tomlin  
FCPS – Kim Dickinson/e  
FCPS – Jim Wise/e

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# County of Fairfax, Virginia

## AMENDMENT

Date: SEP 18 2013

### AMENDMENT NO. 1

CONTRACT TITLE: Multi-Function Devices and Related Services

CONTRACTOR

Ricoh Americas Corporation  
5 Dedrick Place  
West Caldwell, NJ 07006

VENDOR CODE


1000011520

CONTRACT NO.

4400003732

By mutual agreement, Contract 4400003732 is hereby amended to incorporate the attached pricing schedule titled "U.S. Communities #4400003732 Contract Changes", which replaces select Ricoh models, allows for the addition of select Ricoh products, and lowers the pricing for other select Ricoh machines.

All other prices, terms and conditions remain the same.

  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

Steve Pierson, CPPB, VCO  
Contracts Manager

DISTRIBUTION:

Finance – Accounts Payable/e  
DIT – Hilde Kjersgard/e  
DIT – Afsaneh Tibbs/e  
DIT – David Foechterle/e  
FCPS – Jean Welsh/e

Contractor  
Contract Specialist – T. Stewart  
ACS, Team 1 – J. Waysome-Tomlin  
FCPS – Kim Dickinson/e  
FCPS – Jim Wise/e

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## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 11 2013

Ricoh Americas Corporation  
5 Dedrick Place  
West Caldwell, NJ 07006

Attention: Vince A. Roma, Vice President, Business Development

Reference: RFP2000000264; Multi-Function Devices and Related Services

Dear Mr. Roma:

### Acceptance Agreement

**Contract Number: 440003732**


This acceptance agreement signifies a contract award to Ricoh Americas Corporation for Multi-Function Devices and Related Services. The period of the contract shall be from date of award through June 30, 2016, with six (6) one-year renewal periods or any combination thereof.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of RFP2000000264 and all Addenda;
- 3) The signed Memorandum of Negotiation.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provision Section 20, as negotiated, within 10 days after receipt of this letter.

Sincerely,

  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

---

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# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

**MEMORANDUM OF NEGOTIATION  
RFP200000264  
Multi-Function Devices and Related Services  
US Communities (National Award)**

The County of Fairfax (hereinafter called the "County") and Ricoh Americas Corporation (hereinafter called the "Contractor") hereby agree to the following in the execution of Contract 4400003732 (hereinafter called the "Contract") for the provision of Multi-Function Devices and Related Services as specified in RFP200000264. The Contract contains the following items:

- a. County's Request for Proposal, RFP200000264 and all Addenda;
- b. Contractor's Technical and Business Proposals as amended by this Memorandum of Negotiation;
- c. Contractor's revised Pricing Schedule dated October 5, 2012, (any reference to pricing term(s) being valid other than at minimum the first 365 days of the contract award date, are hereby removed (Ref. email dated February 6, 2013 from Stu Parker of Ricoh));
- d. Contractor's response to Clarification Questions dated July 24, 2012;
- e. Contractor's response to Clarification Questions dated July 25, 2012;
- f. Contractor's response to e-commerce Clarification dated July 27, 2012;
- g. Contractor's response to Clarification Questions dated August 10, 2012;
- h. Contractor's follow up to Negotiations dated August 30, 2012;
- i. Contractor's follow up to Negotiations dated September 20, 2012;
- j. Contractor's Negotiation Items Fairfax Final dated February 6, 2013 (proprietary and confidential);
- k. Contractor's Clarification Table (USC);
- l. RICOH Master Lease Agreement (USC Sample For all PPA's);
- m. RICOH Software Financing Agreement (USC Sample);
- n. RICOH Master Agreement (Services) (USC Sample)
- o. RICOH Service Order (USC Sample);
- p. RICOH Sale and Maintenance Agreement (USC Sample);
- q. RICOH Professional Services Statement of Work (USC Sample);
- r. This Memorandum of Negotiation;
- s. County's Purchase Order;
- t. Any subsequent amendments to the Contract;

The following provisions were negotiated and are incorporated into the Contract:

1. **Contract Clarification Table.** The Contractor's Clarification Table ("Clarification Table") shall take precedence over any other document in the Contract. Should there be a conflict of terms and conditions not identified in the Contractor's Clarification Table, then the terms and conditions of RFP 200000264, Addenda, and subsequent mutually agreed upon Contract Amendments shall govern.

**Department of Purchasing and Supply Management  
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Fairfax, VA 22035**

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**Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228**

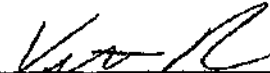


2. **Termination for Convenience (Ref. RFP200000264 Exhibit 1, Paragraph 32).** The Contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least thirty (30) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. Payment in full shall be made to the Contractor by the County for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Notwithstanding the foregoing, any termination of the Contract shall not affect any individual agreements the Contractor has in place with individual Participating Public Agencies prior to the effective date of the termination of the Contract.
  
3. **Pricing and Model Updates.** Ricoh's pricing is based on a discount from the MSRP of a device. When an existing product is being replaced with a new model, the discount established by the original product will be applied to the MSRP of the replacement model.

If new products are introduced that are not specifically replacing existing devices (i.e. additional products added into a segment) the discount percentages established for those products already in that segment will be applied to the MSRP of the additional product introductions.

Contractor will provide the County with a revised pricing schedule whenever products are changed or added. Once approved by the County, a Contract Amendment will be issued confirming acceptance of the revised price schedule.

ACCEPTED BY:

  
\_\_\_\_\_  
VENDOR'S REPRESENTATIVE VINCENT ROMA  
TITLE VICE PRESIDENT

2/7/13  
Date

  
\_\_\_\_\_  
Cathy A. Muse/ CPPO  
County Purchasing Agent

2/7/13  
Date



# U.S. Communities Master Lease Agreement

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

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 Americas Corporation ("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.

- Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of [INSERT] and the contract period is from [INSERT] to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any 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."
- 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 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 Agreement.
- Term: Payments.**
  - 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.

- 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 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), Customer shall have the option of terminating the particular Product under a Schedule to this Lease Agreement to which such service failure relates upon thirty (30) days prior written notice to Ricoh. In the event of such termination, Customer shall pay all fees and charges incurred through the termination date of the applicable Product, including any late fee charges (to the extent such late fee charges may be charged pursuant to Section 3(a) of this Lease Agreement).
- 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).
- You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions", (b) for documented cases of non-performance as set forth in Section 3(b) and (c) for the best interest of the Customer as set forth in Section 3(c), 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 approved by us will remit payments to us.

4. **Product Location, Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party, provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title, Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies

Customer Initials

available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may 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

Customer Initials

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 THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
  - (b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product

covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

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

<p><b>CUSTOMER</b></p> <p>By: <b>X</b> _____  <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: <b>RICOH AMERICAS CORPORATION</b></p> <p>By: _____  <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

### U.S. Communities Software Financing Agreement

Number: \_\_\_\_\_

This U.S. COMMUNITIES SOFTWARE FINANCING AGREEMENT (this "Agreement") is between Ricoh Americas Corporation ("Ricoh"; together with its successors and assignees, "we," "us" or "our") and the customer identified below ("Customer," "you" or "your").

#### CUSTOMER INFORMATION

Full Legal Name				Billing Contact Name			
Principal Place of Business Address				Billing Address (if different from principal place of business)			
City	County	State	Zip	City	County	State	Zip
Federal Tax ID No. <small>(Do Not Insert Social Security No.)</small>	Billing Contact Telephone No.	Billing Contact Facsimile No.	Billing Contact E-Mail Address				
Jurisdiction of Organization			Form of Organization				

#### LICENSED SOFTWARE DESCRIPTION

Qty	Description of Licensed Software

Qty	Description of Licensed Software

#### SOFTWARE SUPPLIER (If not Ricoh Americas Corporation)

\_\_\_\_\_

#### PRINCIPAL AMOUNT & PAYMENT SCHEDULE

Principal Amount <small>(Before Adjustment for Tax)</small>
\$

Term <small>(months)</small>

Payment <small>(Before Adjustment for Tax)</small>
\$

Interest Rate
_____ % <small>per annum</small>

Addendum Attached:  Yes (Check if yes and indicate total number of pages: \_\_\_\_\_)

Customer Billing Reference Number (P.O.#, etc.) \_\_\_\_\_

#### TERMS AND CONDITIONS:

1. **Funding Authorization.** This Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of [INSERT] and the contract period is from [INSERT] to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Agreement entered into during the Contract Period shall continue in full force and effect for the entire term set forth in such Agreement. This Agreement shall consist of the terms and conditions of the Contract and this Agreement. As it pertains to this Agreement, the order of precedence of the component parts of the Agreement shall be as follows: (a) the terms and conditions of this Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Agreement in cases of conflict or inconsistency therein. You direct us or our Assignee to disburse to the software supplier who is either identified above or, if not identified above, Ricoh Americas Corporation (the "Software Supplier"), the principal amount shown above, as such amount may be adjusted in accordance with this

Agreement and as shown on the Software Supplier's invoice (such amount, the "Principal Amount") in payment for your acquisition and use of the licensed software described above and as further described on the Software Supplier's invoice, together with services, maintenance, installation and training charges incurred prior to the Acceptance Date (as defined below) in connection with such licensed software (collectively, the "Licensed Software") after the delivery and your acceptance of such Licensed Software. You agree to sign and return to us a certificate of acceptance (which, at our option, may be returned electronically) within five (5) business days after the installation of the Licensed Software confirming that the Licensed Software has been delivered, installed, and is in good condition and accepted for all purposes under the Agreement.

2. **Promise to Pay: Interest Rate.** Except as set forth in Section 16 below entitled "State and Local Government Provisions", you promise to pay to the order of us or our assignee, if applicable, the Principal Amount plus interest on the unpaid balance in consecutive monthly payments in the amount set forth above (each such payment, as adjusted pursuant to this Section, a "Payment") over the term identified above (the "Term"). Payments will begin on or after the

delivery and acceptance date of the Licensed Software (the date of such delivery and acceptance, the "Acceptance Date"). The remaining payments are due on the same date of each subsequent month. Unless and to the extent you are exempt and provide a valid exemption certificate to us, you authorize us to adjust the Principal Amount and the Payment amount by up to fifteen percent (15%) to reflect any sales, use or similar taxes charged on the Software Supplier's invoice for the Licensed Software. You shall pay the unpaid balance of the Principal Amount and all accrued interest and any other charges due hereunder on the expiration of the Term.

EXCEPT AS SET FORTH IN SECTION 16 BELOW ENTITLED "STATE AND LOCAL GOVERNMENT PROVISIONS", YOUR OBLIGATIONS TO REMIT PAYMENTS TO US UNDER THIS AGREEMENT SHALL BE ABSOLUTE, UNCONDITIONAL AND COMPLETELY INDEPENDENT OF ANY DEFECT IN OR DAMAGE TO THE LICENSED SOFTWARE, CUSTOMER'S LOSS OF POSSESSION OR USE OF THE LICENSED SOFTWARE, OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY SERVICES RELATED TO THE LICENSED SOFTWARE. PAYMENTS UNDER THIS AGREEMENT ARE NOT SUBJECT TO SET-OFFS, CLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER, ALL OF WHICH YOU HEREBY WAIVE TO THE EXTENT PERMITTED BY APPLICABLE LAW. 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. Cash and cash equivalents are not acceptable forms of payment under this Agreement, and you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you.

3. **Prepayment.** You may not partially prepay the Principal Amount prior to the end of the Term without our written consent, which may be conditioned upon the payment of fees, the adjustment of the monthly Payment amount, and other terms and conditions. At any time, Customer may prepay all, but not less than all, of the Principal Amount, together with any and all accrued and unpaid interest thereon, any and all other amounts payable by Customer under this Agreement and, if such prepayment is made prior to the last twelve (12) months of the Term, a prepayment fee equal to the lesser of (i) one percent (1%) of the Principal Amount outstanding on the date of prepayment (without giving effect to any prior prepayments) multiplied by the number of full twelve-month periods remaining until the end of the Term and (ii) the maximum prepayment charge allowed by applicable law, or as otherwise mutually agreed to by the parties.
4. **Late Payments.** If any Payment or any other sum due under this Agreement is not received within ten (10) days after the applicable due date for such Payment or other amount, in addition to the amount of each such Payment or other amount, to the extent not prohibited by applicable law, you shall pay a late payment charge of five (5%) of such past due amount or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you also agree to pay \$25 for each check returned for insufficient funds or any other reason.
5. **Ownership, Security Interest.** Unless we are the licensor of the Licensed Software, we have no ownership interest in the Licensed Software and shall not be shown as the owner of the Licensed Software on any tax reports or returns. To secure all of your obligations under this Agreement, you grant to us a security interest in your rights under and interests in each software license agreement relating to the Licensed Software, including any amendments thereto (each, a "License") and each maintenance, support or other service agreement relating to any License, together with all of your rights and interest in any general intangibles which any of the foregoing may represent, and all products and proceeds of such rights and interest (collectively, the "Collateral"). You irrevocably grant to us the power to prepare, sign on your behalf (if applicable), and file Uniform Commercial Code ("UCC") financing statements identifying the Collateral and any related amendments or continuations.
6. **Representations, Warranties and Covenants.** You hereby represent, warrant and covenant as follows: (i) you have the power and authority to enter into this Agreement and to grant the security interest described in this Agreement; (ii) the Collateral is, and will remain, free and clear of all liens and encumbrances of every kind, except for the security interest granted in this Agreement and the rights of the software licensor in the Licensed Software; (iii) you will maintain each License in full force and effect and will do all acts deemed necessary by

us to continue our perfected, first priority security interest in the Collateral; (iv) you shall remain solely responsible under any License for the observance and performance of all conditions and obligations of you under such License; (v) you shall pay promptly when due all taxes, fees, assessments and other charges levied or assessed on any of the Collateral or on the use of the Collateral or on this Agreement to the extent permitted by applicable law; (vi) you will use the Licensed Software only in the lawful conduct of your business, and not for personal, household or family purposes; (vii) your address, legal name, and form and jurisdiction of organization are set forth above or referenced above, and you will not change your address, legal name or form or jurisdiction of organization without thirty (30) days prior written notice to us; and (viii) this Agreement has been duly executed and delivered by your authorized officer or agent and constitutes your legal and binding obligations, enforceable against you in accordance with its terms.

7. **Default and Remedies.** Each of the following is a "Default" under this Agreement: (i) you fail to make payment of any amount due under this Agreement within thirty (30) days after its due date; (ii) you default or fail to perform any of your obligations under this Agreement; (iii) any License is terminated for any reason; (iv) any representation or warranty contained under this Agreement proves to be false in any material respect; or (v) the appointment of a receiver for all or of any part of your property, the assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against you. Upon the occurrence of a Default, we may (A) declare all of the Principal Amount immediately due and payable, without demand or notice to you, and such amount shall bear interest at the lower of one and one-half percent (1-1/2%) per month or the maximum rate allowed by applicable law; (B) terminate or cause to be terminated your rights under each License and withhold or cause to be withheld any maintenance, support or other service relating to each License; and (C) exercise any and all rights of a secured party under the UCC, and to the extent permitted by applicable law, we may charge you for expenses incurred in connection with the enforcement of such rights and remedies, including, without limitation, collection costs, attorneys' fees and court costs. You irrevocably grant to us the power to terminate or suspend any maintenance, support or other service relating to each License for and on your behalf. Our remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. We shall not be required to first foreclose, proceed against or exhaust any Collateral before enforcing your obligations under this Agreement. To the extent permitted by applicable law, you hereby waive presentment, demand for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, and all other notices in connection herewith.

8. **DISCLAIMER OF WARRANTIES.** YOU ACKNOWLEDGE AND AGREE THAT: WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF YOU; YOU HAVE SELECTED THE LICENSED SOFTWARE, THE SOFTWARE SUPPLIER AND, IF APPLICABLE, THE SOFTWARE LICENSOR BASED UPON YOUR OWN JUDGMENT; YOU AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL STATEMENTS OR REPRESENTATIONS CONCERNING THE LICENSED SOFTWARE MADE TO YOU; THE LICENSED SOFTWARE IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU AND THAT THE SAME IS SUITABLE AND FIT FOR YOUR PURPOSES; WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT OR THE LICENSED SOFTWARE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO, AND MAKE YOUR OWN DETERMINATION OF THE PROPER ACCOUNTING TREATMENT OF, THIS AGREEMENT AND THE AGREEMENT. WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE LICENSED SOFTWARE OR THIS AGREEMENT.

9. **Limitation on Charges.** Both parties intend to comply with all applicable laws. In no event will you be charged nor will we collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Agreement or refunded to you.
10. **Notices.** All required notices will be considered to have been given if sent by registered or certified mail or overnight courier service to the other party (as the case may be) at its address stated herein, or at such other place as such addressee may have designated in writing. Notices shall be effective upon receipt, as reflected on the proof of delivery.
11. **Assignment, Successors and Assigns.** You shall not assign this Agreement or any of your obligations under this Agreement, without our prior written consent. We may sell or assign all or a portion of our interests in this Agreement without notice to you even if less than all the Payments have been assigned. 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. In the event the remit to address for Payments is changed during the term of this Agreement, then Ricoh or the Assignee will provide notice to you. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. This Agreement shall be binding upon you and your representatives, successors and assigns, and shall inure to the benefit of us, our successors and assigns. You acknowledge that the Assignee is not the owner, developer or designer of the Licensed Software.
12. **Indemnification.** To the extent permitted by applicable law, you are responsible for all losses, claims, liens, suits, damages, liabilities, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to this Agreement or the Licensed Software. You agree to indemnify and defend us against, and hold us harmless from, any and all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement. You shall pay to us all reasonable costs and expenses, including reasonable attorneys' and collection fees, incurred by us in enforcing the terms and conditions under, or in protecting our rights and interests in, this Agreement.
13. **GOVERNING LAW, JURY TRIAL WAIVER, SEVERABILITY, EFFECT OF AGREEMENT.** YOU AGREE THAT THIS AGREEMENT 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 AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. If any provision of this Agreement is in conflict with any applicable statute, rule or regulation, then such provision shall be deemed null and void to the extent of such conflict, but without invalidating any other provision of this Agreement. This Agreement constitutes the full and complete agreement between you and us in connection with the Licensed Software. This Agreement cannot be modified except by mutual, signed written agreement between you and us. This Agreement shall continue in full force and effect for so long as any amount shall remain outstanding under this Agreement.
14. **Miscellaneous.** You authorize us to insert or correct missing information on this Agreement, limited to the following: (1) the agreement and/or applicable contract number(s), (2) your proper legal name, jurisdiction and form of organization and (3) any information describing the Licensed Software to include the quantity thereof. If applicable and to the fullest extent permitted by applicable law, you authorize us, our agent and/or our Assignee 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 Agreement. Each of our respective rights and indemnities will survive the termination of this Agreement.
15. **Electronic Transmission of Documents.** This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Agreement, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of this Agreement containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Agreement containing your manual signature.
16. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, as indicated on the first page of this Agreement, the following additional terms and conditions shall apply:
- Essentiality.** During the term of this Agreement, the Licensed Software will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Licensed Software is essential to performing such governmental or proprietary functions.
  - Non-Appropriation.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under this Agreement in the next succeeding fiscal period, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, and (B) this Agreement shall terminate, on the last day of the fiscal period for which funds were appropriated for the amounts due under this Agreement, without penalty or expense to you and you shall not be obligated to pay amounts due under this Agreement beyond such fiscal year, provided that you shall pay any and all amounts due up through the end of the last day of the fiscal year for which appropriations were made. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
  - Funding Intent.** You represent and warrant to us that you presently intend to continue this Agreement for the entire term of this Agreement and to pay all amounts due under this Agreement and to do all things lawfully within your power to obtain and maintain funds from which such amounts may be paid. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of this Agreement the amounts due under this Agreement to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all amounts under this Agreement coming due during such fiscal year.
  - Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Agreement; (C) this Agreement has been duly authorized, executed and delivered by you and constitute a



valid, legal and binding agreement enforceable against you in accordance with its terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) If applicable, you agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC,

as applicable, to preserve the tax exempt status of this Agreement. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Agreement.

(e) Assignment. If applicable, you agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Agreement, as of the date written below.

**CUSTOMER**

By: **X** \_\_\_\_\_  
*Authorized Signer Signature*

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

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

**RICOH AMERICAS CORPORATION**

By: \_\_\_\_\_  
*Authorized Signer Signature*

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

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

# RICOH

**U.S. COMMUNITIES  
MASTER AGREEMENT  
(MANAGED DOCUMENT SERVICES AND/OR LABOR)**

**Customer:**

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**THIS MASTER AGREEMENT** ("Agreement") is made by and between Ricoh Americas Corporation ("Ricoh") with its principal place of business at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355 and the customer listed above ("Customer"). This Agreement shall be effective from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall remain in effect for so long as any current or renewal term of any Order Form (as defined below) executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Order Form entered into by the parties, which shall remain in effect in accordance with its terms. This Agreement is executed pursuant to the Contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of [INSERT] and the Contract Period is from [INSERT] to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Order Form entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order Form. This Agreement shall consist of the terms and conditions of the Contract and this Agreement and any Order Form issued pursuant thereto. As it pertains to this Agreement for Services (as defined below), the order of precedence of the component parts of this Agreement shall be as follows: (a) the terms and conditions of the Order Form (b) the terms and conditions of this Agreement, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Agreement in cases of conflict or inconsistency therein.

**1. Services.** Ricoh and/or its affiliate companies will provide Customer and/or its subsidiary and affiliated companies with the services more particularly described in an ordering document (the "Services"). In order to obtain Services from Ricoh, Customer shall submit to Ricoh an ordering document in the form of a Service Order, Statement of Work or other written instrument accepted and approved by Ricoh (an "Order Form"). In order to expedite the ordering and delivery process, and for the convenience of the Customer, this 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 Agreement, will not modify or affect this 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 Agreement.

**2. Service Warranties.** Ricoh warrants that the Services performed under an Order Form will be performed in a good and workmanlike manner. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed; provided, however, resolution of any applicable service levels shall be made in accordance with the terms of the Order Form.

**3. Fees and Charges.** Customer payment for Services shall be net thirty (30) days. All rates and other charges provided for in any Order Form or owing under this Agreement are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes, which taxes (other than taxes relating to Ricoh's income) will be billed to Customer if required to be collected and remitted by Ricoh. Except as expressly set forth in writing, Ricoh may, increase fees and any rate expressly stated in any Order Form with respect to on-site Personnel in accordance with the pricing changes in the Contract. To the extent not prohibited by applicable law and unless and to the extent Customer is exempt and provides a

valid exemption certificate to Ricoh, in addition to the payments under the Order Form, Customer agrees to pay all taxes, assessments, fees and charges governmentally imposed upon Ricoh's provision of the Services under an Order Form.

**4. Invoicing.** All invoiced amounts shall be due to Ricoh by the date indicated on the invoice and will be considered past due thereafter. To the extent not prohibited by applicable law, if any invoiced amount is not paid within ten (10) days of its due date, Customer will pay, in addition to the invoiced amount, a late charge of five percent (5%) of the overdue payment (but in no event greater than the maximum amount allowed by applicable law). To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Agreement or an Order Form, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred. If Customer is in arrears on any invoice, Ricoh may, on giving notice, withhold or cancel further performance of Order Forms for such Services until all overdue amounts are paid in full. Ricoh may suspend or terminate this Agreement or any Order Form entered into hereunder for non-payment. If Customer disputes a charge or charges on a given invoice, Customer shall pay all non-disputed charges and protest the disputed charges in writing to Ricoh. Customer will not be charged a late fee on any charges disputed by Customer in accordance with this Agreement.

**5. Term Termination of Services.** This Agreement is effective as of the date set forth above and will remain in effect for so long as any initial or renewal term of any Order Form remains in effect. Any earlier termination of this Agreement for any reason shall not be deemed to terminate, alter or otherwise modify the term of any Order Form, which shall remain in effect in accordance with its terms and subject to this Agreement. Except as otherwise set forth in an Order Form, either party may terminate any of the Services specified in an Order Form upon thirty (30) days' prior written notice, subject to any termination fee as may be set forth in the applicable Order Form. In the event Ricoh terminates any Services procured hereunder or this Agreement without cause, Ricoh shall reimburse Customer for all prepaid fees related to Services not

rendered prior to termination. Upon termination of this Agreement by Customer, Customer shall be responsible for payment for all Services completed by Ricoh and accepted by Customer through the effective date of termination.

6. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) 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 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; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding.

#### 7. **Confidentiality.**

7.1 Ricoh recognizes that it must perform the Services in a manner that protects any information of Customer or its clients that Customer has clearly identified to Ricoh as being confidential (such information hereafter referred to collectively as "Customer Confidential Information") that may be disclosed to Ricoh hereunder from improper use or disclosure. Ricoh agrees to treat Customer Confidential Information on a confidential basis. Ricoh further agrees that it will not disclose any Customer Confidential Information without Customer's prior written consent to any third party except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Customer Confidential Information to perform the Services contemplated hereunder. Customer Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Ricoh, or (iii) information which can be established to have been independently developed and so documented by Ricoh or obtained by Ricoh from any person not in breach of any confidential obligations to Customer. The terms of this Agreement shall not be considered to be Customer Confidential Information. Customer acknowledges and agrees that any information provided by Customer to Ricoh pursuant to this Agreement that constitutes Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA") and the Health Information Technology for Economical and Clinical Health Act, Public Law 111-005 (the "HITECH Act") or "nonpublic personal information" as defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder ("Gramm-Leach-Bliley") shall be specifically identified as such to Ricoh in writing.

7.2 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, in or on any item of Customer owned, Customer leased or Ricoh provided equipment, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at then-current Contract rates. The selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, data information or documentation, as well as any loss of data resulting therefrom, shall be the sole 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.

7.3 Notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws. **RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.**

7.4 Ricoh recommends encryption related to the transmission of data for the provision of Services. If data is required to be encrypted by law (including but not limited to HIPAA, the HITECH Act, or Gramm-Leach-Bliley), and should Customer not encrypt such data, Customer is responsible for such failure to encrypt under the law.

8. **Insurance.** At all times during the term of this Agreement, Ricoh shall comply with the following insurance requirements:

8.1 Ricoh shall maintain workers' compensation insurance for all such party's employees, including coverage under the applicable law of the jurisdiction where the work will be performed. Ricoh shall also require that all of its subcontractors maintain similar workers' compensation coverage. For the purpose of this Section, self-insurance approved by the appropriate state agency or regulatory body is deemed to satisfy these requirements.

8.2 Ricoh shall maintain employer's liability insurance (in the United States typically Coverage B of a workers' compensation policy) with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident; (ii) \$1,000,000 for bodily injury by disease; and (iii) \$1,000,000 for each employee for bodily injury by disease. Ricoh shall also require that all of its subcontractors maintain similar employer's liability coverage.

8.3 Ricoh shall maintain general liability insurance and include the other party as an additional insured. Limits shall be a minimum of: (i) \$1,000,000 per occurrence for bodily injury or property damage; (ii) \$1,000,000 per occurrence for products or completed operations; and (iii) \$2,000,000 annual aggregate for products or completed operations' claims. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Ricoh shall also require that all of its subcontractors maintain similar general liability insurance.

8.4 Ricoh shall maintain automobile liability insurance that includes the other party as an additional insured. Limits shall be a minimum of: (i) \$1,000,000 per accident combined single limit or (ii) \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Coverage shall include liability assumed under the Agreement.

8.5 Ricoh shall maintain professional liability insurance to the extent applicable to any contracted professional services for any negligent acts, errors or omissions in the performance of such professional services. Policy limits shall be a minimum of \$1,000,000 per occurrence.

8.6 Customer shall maintain insurance, through self-insurance or otherwise, that is necessary for Customer to perform its obligations hereunder and shall be appropriate under applicable law, including commercial general liability and workers' compensation policies.

8.7 With regard to the above, Ricoh's insurance shall: (i) be underwritten by a licensed insurer reasonably acceptable to the other party; (ii) be primary for Ricoh's exposure relative to any insurance purchased or maintained by the other party; (iii) be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled, non-renewed or materially altered without thirty (30) days written notice by certified mail to the other party. With regard to the general liability insurance and automobile liability insurance, Ricoh's insurance shall be endorsed so the insurer will waive subrogation rights against the other party.

#### 9. Indemnification.

9.1 Ricoh shall indemnify, keep and save harmless the Customer, its agents, officials, employees and volunteers against claims of bodily injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Customer in consequence of the performance of this Agreement or which may otherwise result therefrom, to the extent the act was caused through the negligent acts or omissions or willful misconduct of Ricoh or its employees, or that of any Ricoh subcontractor or its employees, if any; and Ricoh shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Customer in any such action, Ricoh shall, at its own expense, satisfy and discharge the same. Ricoh expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Ricoh, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Customer as herein provided.

9.2 Customer shall be responsible for its acts or omissions and the acts or omissions of its agents, officials, employees and volunteers.

9.3 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to give Ricoh any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. Customer represents that it violates no intellectual property rights or confidentiality agreements of third parties by having Ricoh perform Services under this Agreement.

9.4 Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

10. Limitations. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN AN ORDER FORM, RICOH MAKES

NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Ricoh shall be excused from any delay or failure in performance of the Services under this Agreement for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF RICOH TO CUSTOMER OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Professional Services. In the event that Customer desires to order professional services (including but not limited to, document output analysis, back-file conversion services, hosting, coding, data discovery, imaging services, or forensic collection services), or engage Ricoh for certain project-based work ("Professional Services"), it must do so by entering into an Order Form accepted and approved by Ricoh for such purpose. Each Order Form will be governed by this Agreement and the Contract and the following terms:

11.1 Changes to the scope of the Professional Services described in any such Order Form shall be made only in a written change order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide any such Professional Services at the Customer location set forth in the Order Form, as applicable, or on a remote basis as mutually agreed upon. In consideration of the services set forth in the Order Form, Customer shall pay Ricoh the fees in the amounts and at the rates set forth therein per the Contract prices. Ricoh may suspend or terminate such services for non-payment of Services should Customer be in violation of payment provisions of this Agreement.

11.2 Customer acknowledges that Ricoh's performance of any such Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order Form. Estimated delivery and/or service schedules contained in any Order Form are non-binding estimates.

11.3 Intellectual property rights arising from the Professional Services (but not the data, materials or content provided by Customer) shall remain the property of Ricoh, and nothing contained in any Order Form shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Order Form or that may be independently developed by Ricoh outside the scope of the Order Form and without use of any confidential or otherwise restricted material or information thereunder. Customer shall not use any Professional Services provided pursuant to an

Order Form for any unlawful purpose. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in the applicable Order Form or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by Ricoh for Customer in connection with the Professional Services ("Contract Property"), unless otherwise agreed upon in the Statement of Work. Ricoh shall retain all ownership rights to the Contract Property. For purposes of clarity any Order Form and the foregoing license relates to the Professional Services only, and software programs shall not be deemed to be deliverables or "Services" or "Professional Services." All licensing for Ricoh or third-party software shall be as provided in subsection 11.4 below.

11.4 All Ricoh and/or third-party software provided by Ricoh as part of or in connection with the Professional Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements. Upon Customer's request, Ricoh shall provide the applicable End User License Agreements to Customer. If such software is manufactured by a party other than Ricoh, then Customer acknowledges that Ricoh is not the manufacturer or copyright owner of such third party software and that Ricoh makes no representations and provides no warranties with respect thereto. Ricoh shall make available to Customer any warranties made to Ricoh by the manufacturer of the software and/or products utilized by Ricoh in connection with the Professional Services hereunder, to the extent transferable and without recourse.

12. **Export Laws.** Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable laws or regulations relating to export and re-export control (collectively, "Export Laws") and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage third-party subcontractors, both foreign and domestic, to perform any portion of the Services on Ricoh's behalf. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Export Law.

13. **Personnel.** If an Order Form provides for the provision by Ricoh of on-site personnel ("Personnel") to perform the Services, such Personnel shall at all times be the employees of Ricoh, and Ricoh shall be solely responsible for the supervision, daily direction and control of such Personnel. Ricoh shall have the right to remove, reassign, or take any other employment-related action with respect to any of its Personnel furnished pursuant to this Agreement. In the event of such removal or reassignment, Ricoh will furnish a replacement. In addition, Ricoh shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers' compensation and disability). Ricoh reserves the right to hire temporary employees or subcontractors, if the circumstances require, in order to perform the Services or to accommodate special requests from Customer. The parties do not hereby intend to enter into a partnership or joint venture, to become agents of one another or to have their respective personnel become agents of the other, and the relationship between Ricoh and Customer shall at all times be that of independent contractors, whether under the HITECH Act or otherwise. Should Customer determine that any Personnel are not performing in accordance with

the requirements of this Agreement, Customer shall provide Ricoh with written notice of such failure. Within five (5) business days of Ricoh's receipt of such notice, and in accordance with Ricoh policy and procedure, Ricoh shall remedy the deficiency with the Personnel in question. Notwithstanding, if Customer believes that an action of Personnel warrants immediate action by Ricoh, Customer shall contact Ricoh and provide Ricoh in writing with the reason for requesting such immediate action. Customer may not request that Ricoh take action because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.

14. **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.

15. **Assignment.** Neither party shall assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

16. **Governing Law.** This Agreement and any Services procured hereunder 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 Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

17. **Non-Appropriation of Funds.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions in this Section 17 shall apply. Customer's obligation to pay compensation due to us under this Agreement and any Order Form is subject to appropriations by Customer's governing board to satisfy payment of such obligations. Customer's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the Order Form to this Agreement shall terminate effective at the end of the fiscal year for which funds were appropriated and Customer will not be obligated to make any payments under such

Order Form to this Agreement beyond the amount appropriated for payment obligations under the Order Form to this Agreement. Customer will provide Ricoh with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by Customer's governing board. However, Customer's failure to provide such notice shall not extend the Order Form to this Agreement into a fiscal year in which sufficient funds have not been appropriated, provided that (x) Customer shall pay any and all payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) Customer shall pay for Services set forth under any such Order Form for each month or part thereof that Customer utilizes the Services.

18. **Miscellaneous.** The parties agree that the terms and conditions contained in this Agreement, the Contract and any document to procure Services make up the entire agreement between them regarding the Services 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. All equipment purchased or leased by Customer pursuant to a separate agreement will be separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this Agreement or any document to procure Services hereunder must be in writing and signed by both parties.

The parties hereby acknowledge that this Agreement or any Order Form may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices shall be given in writing and sent 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 Agreement. Either party may change its address by giving written notice of such change to the other party. Notices shall be effective on the date received. If more than one affiliate or subsidiary of Customer has signed this Agreement, each such Customer agrees that its liability is joint and several. If Customer has signed this Agreement on behalf of any of its subsidiaries or affiliates, or for the benefit of any third party, Customer shall remain liable for the obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the effective date specified above.

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH AMERICAS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# RICOH

## Managed Document Services

MPS and Beyond

### U.S. COMMUNITIES SERVICE ORDER # \_\_\_\_\_

(MANAGED DOCUMENT SERVICES AND/OR ON-SITE LABOR)

This Service Order is made pursuant to the U.S. Communities Master Agreement ("Agreement") by and between Ricoh Americas Corporation ("RicoH") and \_\_\_\_\_ ("Customer") dated as of \_\_\_\_\_, 20\_\_\_\_. This Service Order shall be effective as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ("Service Order Effective Date") and have a (\_\_\_\_) month term ("Initial Term") for performance unless earlier terminated as expressly provided herein. Thereafter, this Service Order shall be renewed on a month-to-month basis (each a "Renewal Term"), at the rates specified herein, unless terminated by either party upon thirty (30) days prior written notice before the end of the Initial Term or Renewal Term, as applicable.

This Service Order is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of [INSERT] and the contract period is from [INSERT] to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Order Form entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order Form. All terms and conditions of the Agreement and Contract are incorporated into this Service Order and made a part hereof. All capitalized words used but not defined in this Service Order will have the meanings given to them in the Agreement. This Service Order shall consist of the terms and conditions of the Contract, the Agreement and this Service Order issued pursuant thereto. As it pertains to this Service Order, the order of precedence of the component parts of the Service Order shall be as follows: (a) the terms and conditions of this Service Order, (b) the terms and conditions of the Agreement, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Service Order in cases of conflict or inconsistency therein. It is the intent of the parties that this Service Order be separately enforceable as a complete and independent agreement, independent of all other Service Orders made as part of the Agreement. This Service Order consists of this page, together with the following selected Exhibits and Schedules, which shall apply only to the engagement contemplated by this Service Order.

#### EXHIBITS

- Exhibit A – Fees, Locations, Services and Personnel
- Exhibit B – Scope of Work and Service Levels
- Exhibit C – Equipment Definitions and Terms

#### SCHEDULES

- Schedule 1 – Ricoh-Provided Equipment
- Schedule 2 – Customer-Provided Equipment
- Schedule 3 – Third Party Equipment
- Schedule 4 – Monitored Equipment

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

#### CUSTOMER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### RICOH AMERICAS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A TO SERVICE ORDER  
 MASTER AGREEMENT - FEES, LOCATIONS, SERVICES AND PERSONNEL**

**FEES**

As of the Service Order Effective Date:

**Minimum Service Fee:** Customer shall pay the [monthly/quarterly] minimum service fee ("Minimum Service Fee") for the Services set forth below and subject to the terms of the Scope of Work attached hereto as Exhibit B. The Minimum Service Fee will be increased by the mutually agreed amount set forth in the Agreement or any Additional Service Addenda in a form to be agreed upon by the parties.

- Minimum Service Fee shall be \$ \_\_\_\_\_ per [month/quarter]

**[If Impressions are included:]**

As part of the Minimum Service Fee listed above, Ricoh will provide Customer with the base black and white and base color images as set forth below. Customer will be charged for black and white and color images [monthly/quarterly] over the base images indicated in the table below.

Option A:

		Base Images	Overage Rate
Copy Center & Convenience	Black & White		
	Color		
Copy Center	Black & White		
	Color		
Convenience	Black & White		
	Color		
Printers	Black & White		
	Color		

Option B:

		Base Images	Overage Rate
Ricoh-Provided Equipment	Black & White		
	Color		
Customer-Provided Equipment	Black & White		
	Color		
Third-Party Equipment	Black & White		
	Color		

Option C:

	Base Images	Overage Rate
Black & White		
Color		

Ricoh shall invoice Customer for the Minimum Service Fee and any other base recurring charges that may be agreed to by Ricoh and Customer in the form of an amendment to this Service Order. Additional charges incurred by Customer during the billing period in excess of the Minimum Service Fee (i.e., image charges and overtime charges as set forth herein) will be billed in arrears.

Separate from the Minimum Service Fee listed above, Customer will be charged:



- **Overtime:** When Customer workload requires the Services to be provided beyond Normal Operating Hours (defined below), Ricoh will provide overtime Services and will invoice Customer for such overtime. Overtime will be charged at [\$25.00] per hour per Personnel for week nights and [\$30.00] per hour per Personnel for weekends and holidays, with a four (4) hour per Personnel minimum overtime shift when the overtime is not directly adjacent to Normal Operating Hours. [RicoH shall require prior Customer approval for all overtime Services.]
- **Equipment Moves:** Charges to move equipment [for distances greater than \_\_\_\_\_ ( ) miles] - \$ \_\_\_\_\_
- **Freight, Delivery, and Mailing Costs:** If Customer contracts for Ricoh to perform mail and courier services, Customer shall pay all postage/ mailing expenses (meter rentals), any reasonable fuel surcharges assessed from time to time, courier and/or carrier fees directly as deemed necessary to provide the Services. Ricoh shall not bear or be responsible for any costs related to Customer's freight, delivery and/or mail costs and, to the extent Ricoh pays such costs, Customer shall reimburse Ricoh.

**Transition Billing:**

**Option A (Long form):**

During the [first [three (3)] months of the term of this Service Order] or [time period beginning on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_] (the "Transition Period"), Customer will pay a monthly service fee of \$ \_\_\_\_\_ per month ("Transition Fee") for the Services, which is based on the Customer's historical monthly image volume of \_\_\_\_\_ black and white images and \_\_\_\_\_ color images. During the Transition Period, Ricoh will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by this Service Order and will update the TRAC Asset Management Database to reflect any additional equipment ("Additional Equipment") located during such inventory. Any Additional Equipment will be Covered Equipment (as defined in Exhibit C hereto) under this Service Order, except as expressly set forth in writing by Customer. If Ricoh determines that any Additional Equipment effects the Minimum Service Fee and/or the Cost Per Image rates set forth above, Ricoh will provide Customer, in the form of an Amendment to this Service Order, with the revised Minimum Service Fee and/or the Cost Per Image rates necessary to provide Services on the Additional Equipment and Customer shall have thirty (30) days to agree to such revised Minimum Service Fee and/or Cost Per Image rates. In the event Customer does not agree to such revised Minimum Service Fee and/or Cost Per Image rates, Ricoh shall have no obligation to provide any Services on the Additional Equipment and Ricoh will charge Customer, on a time and materials basis at Ricoh's then current rates, for any Services previously provided on the Additional Equipment during the Transition Period. Ricoh will obtain initial meter reads for all Covered Equipment during the Transition Period and Customer agrees to provide access to Ricoh on a timely basis for such purpose. If Customer's actual average monthly image volume during the first [three (3)] months after the Transition Period is greater than or less than [ten percent (10%)] of the historical monthly image volumes set forth above, Ricoh will invoice or credit, as applicable, the difference between the actual average monthly image volume and the historical monthly image volume on Customer's next invoice.

**Option B (Implementation Billing)**

During the [first [three (3)] months of the term of this Service Order] or [time period beginning on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_] (the "Transition Period"), Customer will pay a monthly service fee ("Transition Fee") for the Services, as set forth in the Implementation Plan attached hereto as Schedule 5. As set forth in the Implementation Plan, the Transition Fee will be increased as the Services are implemented and any Ricoh Provided Equipment is installed at the Customer's location(s). During the Transition Period, Ricoh will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by this Service Order and will update the TRAC Asset Management Database to reflect any additional equipment ("Additional Equipment") located during such inventory. Any Additional Equipment will be Covered Equipment (as defined in Exhibit C hereto) under this Service Order, except as expressly set forth in writing by Customer. If Ricoh determines that any Additional Equipment effects the Minimum Service Fee and/or Cost Per Image rates set forth above, Ricoh will provide Customer with the revised Minimum Service Fee and/or Cost Per Image rates necessary to provide Services on the Additional Equipment and Customer shall have thirty (30) days to agree to such revised Minimum Service Fee and/or Cost Per Image rates. In the event Customer does not agree to such revised Minimum Service Fee and/or Cost Per Image rates, Ricoh shall have no obligation to provide any Services on the Additional Equipment and Ricoh will charge Customer, on a time and materials basis at Ricoh's then current rates, for any Services previously provided on the Additional Equipment during the Transition Period. Ricoh will obtain initial meter reads for all Covered Equipment during the Transition Period and Customer agrees to provide access to Ricoh on a timely basis for such purpose.

**Termination of Services:** To the fullest extent permitted by applicable law, in the event (i) Customer terminates this Service Order for its convenience pursuant to Section 5 of the Agreement or (ii) Ricoh terminates this Service Order pursuant to a Customer default under Section 6 of the Agreement, the parties agree that Customer will pay the "Service Termination Fee" to Ricoh. The Service Termination Fee shall be equal to: (a) Ricoh's unamortized costs in implementing the Services including, but not limited to, costs relating to vehicles, computers, mail/copy equipment, printers, scanners, etc., (b) amounts paid with respect to any software and/or services fees that Ricoh has paid in advance and which are non-reimbursable, and (c) amounts paid to Personnel as severance as a result of any termination of Services. With respect to the Service Termination Fee, Ricoh will submit

an invoice to Customer with supporting detail to Customer representing the foregoing costs, which Customer shall pay to Ricoh within thirty (30) business days of receipt of invoice. The parties acknowledge and agree that such payment will be due and payable to Ricoh in respect of unamortized costs incurred by Ricoh associated with the implementation of the Services, as more fully described in the Service Order. If Customer terminates this Service Order pursuant to a Ricoh default under Section 6 of the Agreement, Customer shall not be obligated to pay the Service Termination Fee.

**LOCATIONS**

Ricoh will perform the Services at the following Customer location(s):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Customer and Ricoh may agree to add Customer locations over the term of this Service Order, and any such additional locations will be documented by an "Additional Service Locations Addendum" to this Service Order signed by both parties.

**SERVICES**

Ricoh will provide the following Services to Customer pursuant to this Service Order:

**Managed Document Services**

- [Onsite] or [Remote] Fleet Management Services
- [Onsite] or [Remote] Transformation Services
- Consumables Management Services
- Multi-vendor Management
- TRAC Solution®
- Intelligent Device Monitoring
- @Remote Enterprise Pro

**Equipment Repair and Maintenance; Supplies; Software Support**

- Equipment Repair and Maintenance Services
- Supplies
- Software Support

**Onsite Services**

- |                          |                             |                           |
|--------------------------|-----------------------------|---------------------------|
| <input type="checkbox"/> | Copy Services               | Hours of Operation: _____ |
| <input type="checkbox"/> | Facsimile Services          | Hours of Operation: _____ |
| <input type="checkbox"/> | Mail Services               | Hours of Operation: _____ |
| <input type="checkbox"/> | Courier Services            | Hours of Operation: _____ |
| <input type="checkbox"/> | Receptionist Services       | Hours of Operation: _____ |
| <input type="checkbox"/> | Imaging Services            | Hours of Operation: _____ |
| <input type="checkbox"/> | Records Management Services | Hours of Operation: _____ |
| <input type="checkbox"/> | [Other Services]            | Hours of Operation: _____ |

[If Ricoh is including the costs of Services to be provided under a Statement of Work in the Minimum Service Fee, then include the following:]

**Professional Services**

Ricoh will provide the following Services to Customer pursuant to a Ricoh Statement of Work:

- Project Management
- Change Management Consulting
- Document Workflow Consulting
- Professional Services Engineering Block of Hours
- \_\_\_\_\_

All other Services shall be agreed upon from time-to-time by Customer and Ricoh in writing.

**PERSONNEL**

Ricoh, in its sole discretion, shall provide such Personnel as Ricoh determines necessary to perform the Services [and to meet the Service Levels set forth in Exhibit B].

OR

Ricoh will provide the following Personnel to perform the Services specified above:

- Full-time (Onsite)
- Full-time (Offsite)
  
- Part-time (Onsite)
- Part-time (Offsite)

Either during any Ricoh Personnel's assignment to Customer or within one (1) year after the completion of such an assignment, should Customer directly or indirectly solicit, hire or otherwise employ any Personnel in any manner whatsoever to perform services similar to those Services provided to Customer hereunder or have any Personnel provide such services through a third party, then Customer shall pay Ricoh, as a one-time placement fee as compensation for the screening, hiring and training costs incurred by Ricoh with respect to the replacement of each such Personnel, a sum equal to one (1) years' salary for each such Personnel Customer hires, engages or otherwise employs (but in no event more than \$20,000 for each such Personnel). The foregoing shall not apply provided that the Customer: (a) posts the employment advertisement to the general public; and (b) the employee or independent contractor of the other party independently finds and responds to such employment advertisement, which in turn is the basis for the hiring.

Hours of Operation and Holidays: Ricoh will provide the Services during "Normal Operating Hours." The Normal Operating Hours, unless otherwise specified herein, will be 8:00 a.m. to 5:00 p.m., local time, Monday through Friday except holidays recognized by Customer (which shall not be less than the seven (7) annual holidays specified below). Customer Nationally Recognized Holidays: [(i) New Year's Day; (ii) Memorial Day; (iii) Independence Day; (iv) Labor Day; (v) Thanksgiving; (vi) day after Thanksgiving; and (vii) Christmas Day.]

Additional Staffing: Additional staffing may be requested when scheduled forty-eight (48) hours in advance. Such additional staffing is provided on an as-available basis for weekday shifts. There is a four- (4-) hour minimum required for this service. Rates for such additional staffing will be as set forth in the Contract. Longer-term full-time and part-time staffing may be added via an amendment to this Service Order. Additional rates for longer-term additional staffing will be agreed upon in advance of commencement of such service by way of an amendment to this Service Order and such pricing shall be in accordance with the Contract. [Full-time headcount is considered forty (40) hours per week for an assignment in excess of a month; part-time headcount is considered twenty (20) hours per week for assignments in excess of a month.]

Onsite Services: If any Personnel are to be located onsite at Customer's location(s) in order to perform the Services ("Onsite Services"), Customer will provide adequate space for operation of all of the Onsite Services selected hereunder and will provide for the preparation of the designated space in its facility for the provision of the Services by Ricoh, including any electrical work required for installation or operation of all equipment required under this Service Order to perform such Onsite Services. Unless otherwise agreed herein, for Ricoh to perform the Onsite Services, Customer shall provide: (i) the office supplies (such as paper clips, staples, staplers, tape, etc.); and (ii) the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that Customer and Ricoh mutually agree are necessary.

**EXHIBIT B TO SERVICE ORDER  
MASTER AGREEMENT - SCOPE OF WORK AND SERVICE LEVELS**

The following terms shall apply to any Services provided by Ricoh:

Customer will maintain the designated space at the locations for the Services free from any unsafe conditions and will make available to the Personnel and subcontractors any safety equipment or materials provided by Customer to Customer's own employees and subcontractors. Customer shall provide adequate security for equipment (including Ricoh-Provided Equipment), supplies, and other items of value utilized by Ricoh in the performance of the Services at Customer locations. Customer shall bear all losses resulting from the theft or loss of such equipment (including Ricoh-Provided Equipment), supplies and/or items of value, except those negligently or willfully caused by Ricoh or Ricoh's employees.

Ricoh's inability to fulfill its obligations under this Agreement or Service Order because of any failure of Customer to meet its obligations under this Service Order shall not constitute a breach of this Service Order or other default by Ricoh.

**I. MANAGED DOCUMENT SERVICES ("MDS")**

**A. Fleet Management Services.** As part of its Services set forth below, Ricoh will manage the Covered Equipment [and Monitored Equipment] at Customer locations to help Customer maximize the Covered Equipment's [and Monitored Equipment's] performance, uptime, utilization, and user satisfaction while helping Customer reduce costs.

**1. Equipment Installation Management.** For any Ricoh-Provided Equipment (as defined in Exhibit C attached hereto) that is to be installed at Customer locations during the term of this Service Order, Ricoh will work with Customer to mutually develop an Implementation Plan, which may be set forth in a Statement of Work and attached hereto. The Implementation Plan will set forth the objectives, metrics, requirements and expected timeline of the Ricoh-Provided Equipment Delivery, Installation and Configuration Services, along with the implementation and commencement of any other Services under this Service Order. Ricoh will provide a Single Point of Contact ("SPOC") to meet with Customer on a regular basis (as mutually determined by Ricoh and Customer) to report of the progress of the Implementation Plan along with any necessary changes or support requirements.

**2. Equipment Asset Management Services.** Ricoh will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by this Service Order and will update the Schedules to this Service Order to reflect any Additional Equipment located during such inventory. Any equipment located during such inventory will be Covered Equipment under this Service Order, except as expressly set forth in writing by Customer. After the initial equipment inventory, Ricoh will continue to maintain and update the TRAC Asset Management Database to include the asset tag and agreed upon equipment information (including model, serial number and equipment location) for all Covered Equipment [and Monitored Equipment]. Ricoh will obtain meter reads for all Covered Equipment [and Monitored Equipment]; provided that Customer agrees to provide access to Ricoh on a timely basis. If Customer does not provide such access on a timely basis for any given item of Covered Equipment [or Monitored Equipment], Ricoh reserves the right to estimate the meter readings from previous meter readings for such Covered Equipment [or Monitored Equipment]. Appropriate adjustments will be made to subsequent billing cycles following Ricoh's receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that Ricoh may place automatic meter reading units on the Covered Equipment [and Monitored Equipment] in order to facilitate the timely and efficient collection of accurate meter read data on a regular basis. Ricoh agrees that such units will be used by Ricoh solely for such limited purpose.

**3. Install, Move, Add, Change and Dispose ("IMAC-D") Services.** Ricoh will record Covered Equipment [and Monitored Equipment] IMAC-D data for any such actions with respect to the Covered Equipment [and Monitored Equipment] taken by Ricoh as part of the Services. For any IMAC-D actions with respect to the Covered Equipment [or Monitored Equipment] taken by Customer or any third-party vendor, Customer will provide such data to Ricoh as is reasonably requested by Ricoh, and Ricoh will record such data to the extent such data is provided to Ricoh by Customer or such third-party vendor, as applicable. Ricoh will provide access to such IMAC-D data to Customer in periodic reports and upon Customer's request. Except as otherwise agreed in writing, the removal and disposal of any Customer-Provided Equipment or Third-Party Equipment will be at Customer's sole expense and Ricoh shall have no obligation to remove or dispose of any such Equipment.

**4. Service Level Management.** Ricoh will monitor and record any service calls on the Covered Equipment [and Monitored Equipment], along with the Covered Equipment's [and Monitored Equipment's] uptime and service call response times, to help ensure that Ricoh and any third-party vendors are performing the Services in a manner that is designed to meet or exceed the agreed upon Service Levels as set forth in this Service Order or in any service contract with such third-party vendors. Ricoh will make Service Level compliance data available to Customer in periodic reports and upon Customer's request.

**5. Management Information Reporting.** On a regularly scheduled basis, as mutually determined by Ricoh and Customer, Ricoh will provide reports to Customer. Ricoh and Customer will mutually determine what information is to be included in the reports, the format of the reports, and who will require access to such reports.

**6. Equipment Training Services.** Ricoh will provide basic operator training on the Ricoh-Provided Equipment and the Ricoh MDS tools and processes provided under this Service Order as mutually determined by Ricoh and Customer. Such training will be delivered through various methods, which may include in-person training, webinar training and recorded video or screencast sessions.

**B. Transformation Services.** If Ricoh is engaged to provide Transformation Services, then a Ricoh [Service Delivery Manager] will work with Customer in good faith to develop a "Continuous Improvement Action Plan" which shall be intended to work towards a reduction in Customer's total cost of ownership of Covered Equipment, improved productivity of the Covered Equipment and/or increased efficiency in Customer's document based business processes. The Continuous Improvement Action Plan may include print policy guidance and monitoring, device rationalization, change management monitoring and execution, and business process optimization recommendations. The Continuous Improvement Action Plan will be reviewed on a [monthly/quarterly] basis and provided as part of Ricoh's regular reports to Customer. Both parties acknowledge and agree that the realization of any cost savings is subject to numerous conditions and assumptions that may be beyond the reasonable control of the parties as well as Customer's willingness to implement such proposed cost savings opportunities. Accordingly, neither party makes any representations or warranties relating to the amount, nature or timing of any savings or objectives that may be achieved.

**C. Consumables Management Services.** Ricoh will monitor the inventory of supplies for the Covered Equipment and will order such supplies, from either Ricoh or the applicable Customer third-party vendor, for delivery on a "just in time basis" at all Customer locations. Customer shall provide the necessary business terms and ordering information for any applicable Customer third-party vendors to allow Ricoh to order such supplies. It is Customer's obligation to comply with any Customer third-party vendor contractor or supply contracts. Ricoh shall not assume any liability or obligations under any third-party vendor service or supply contracts.

**D. Multi-Vendor Management.** As part of the Services, Ricoh will manage the third-party vendor relationship with any vendors of Third Party Equipment (as defined in Exhibit C attached hereto) as further described in a Statement of Work attached hereto. Customer shall provide the necessary contract and contact information for any applicable third-party vendors to allow Ricoh to manage such relationships. Ricoh shall not assume any liability or obligations under any third-party vendor contracts, including those for service or supplies.

**E. TRAC Solution®.** The TRAC (Trend, Reporting, Analysis and Communication) Solution is a web-based application and repository hosted by a third party application service provider (ASP) that is designed to enable centralized monitoring, tracking and management of the Covered Equipment and Services provided under this Service Order. During the term of this Service Order and provided Customer is not in default, Customer shall be entitled to receive access to the Basic Services as described under this Service Order and, at its election, may elect to subscribe for Enhanced Services at additional costs. To access and use the TRAC Solution, Customer shall be entitled to receive a confidential password, for which Customer shall assume responsibility to secure. Customer acknowledges that the information or data contained in any report or other document generated through the TRAC Solution that utilizes or incorporates Customer provided information is dependent upon the accuracy and completeness of such information. Ricoh shall not be responsible for any such inaccuracies, error or omissions resulting therefrom. Customer further acknowledges that the TRAC Solution is a proprietary solution to Ricoh and/or its third party ASP and that use and access shall be limited to internal business purposes only. Ricoh acknowledges that Customer shall be entitled to retain any proprietary rights it may have in the information provided to the TRAC Solution and the content of any reports generated therefrom, provided, however, that Ricoh may access the data contained in TRAC Solution and/or the reports generated from the TRAC Solution so that Ricoh can provide the Services required hereunder. If Customer terminates the Services provided by Personnel under this Service Order, Customer's access to any TRAC Services shall also be terminated. Customer must comply with the TRAC Solution subscription agreement, which subscription agreement Ricoh will provide upon Customer request.

**G. @Remote Enterprise Pro.** @Remote Enterprise Pro is a locally installed server-based software for monitoring and managing networked Ricoh manufactured equipment. @Remote Enterprise Pro may allow Ricoh to remotely collect meter reads, install print drivers, and receive real-time Ricoh manufactured equipment status including paper, toner, configuration and early warnings such as "Low Toner" or "Almost out of Paper" and to automatically direct those alerts to Personnel, depending on what options are selected by Ricoh and Customer. @Remote Enterprise Pro cannot and does not collect Customer document content or user information. Customer must comply with the @Remote Enterprise Pro license agreement that ships with the product which Ricoh will provide upon Customer request.

**F. Intelligent Device Monitoring.** Intelligent Device Monitoring (IDM) is Ricoh's technology-enabled process for the management of remote, networked print devices, including: device administration and reporting; supply and service management; meter collection; and, control utilization.

## **II. EQUIPMENT REPAIR AND MAINTENANCE, SUPPLIES AND SOFTWARE SUPPORT**

### **A. Equipment Repair and Maintenance Services.**

**1. Description of Services.** If Ricoh is engaged to provide Equipment Repair and Maintenance Services, Ricoh will, during Normal Operating Hours, repair or replace in accordance with the terms and conditions of this Service Order any part of the Covered Equipment which does not perform according to manufacturer specifications ("Equipment Repair and Maintenance Services"). Ricoh will perform Preventative Maintenance ("PM") in accordance with the manufacturer's suggested schedule. Ricoh will make commercially reasonable efforts to perform all PM visits during Normal Operating Hours and in a manner not to interrupt the normal operations for Customer. Replacement parts will be furnished 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 Covered 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 Covered Equipment. All parts removed due to replacement will become the property of Ricoh, except hard drives on Customer-Provided Equipment (as defined in Exhibit C attached hereto) and Third-Party Equipment. Ricoh labor for service calls outside of Normal Operating Hours will be charged at the overtime rate set forth in the Contract. Ricoh will not be obligated to provide any reconditioning or similar major overhauls on Customer-Provided Equipment or Third-Party Equipment.

**2. Equipment Eligibility.** All Customer-Provided Equipment and Third-Party Equipment is subject to inspection and evaluation by Ricoh to determine whether such Equipment is eligible for Equipment Repair and Maintenance Services under this Service Order. Any Service necessary to bring such Customer-Provided Equipment or Third-Party Equipment into compliance with the manufacturer's specifications shall be at Customer's expense and in addition to the Minimum Service Fee. If Customer elects not to perform any such necessary Service, and/or Ricoh determines that any such Customer-Provided Equipment or Third-Party Equipment effects the Minimum Service Fee set forth above, Ricoh will provide Customer with the revised Minimum Service Fee necessary to provide Services on such Customer-Provided Equipment or Third-Party Equipment and Customer shall have thirty (30) days to agree to such revised Minimum Service Fee. In the event Customer does not agree to such revised Minimum Service Fee, Ricoh shall have no obligation to provide any Services on such Customer-Provided Equipment or Third-Party Equipment and Ricoh will charge Customer, on a time and materials basis at Ricoh's then current rates, for any Services previously provided on such Customer-Provided Equipment or Third-Party Equipment.

**3. Space Requirements.** Customer will provide adequate electrical service, telephone service, custodial service, air ventilation, heating and cooling systems for any Covered Equipment and will provide the access needed for equipment maintenance, repair, installation and removal. Customer will designate a key operator for the Covered Equipment who will be primarily responsible for the use and care of the Covered Equipment on behalf of Customer, and will be the primary point of contact for Personnel on Covered Equipment-related matters. Customer will make key operators available for instruction in use and care of the Covered Equipment. Unless otherwise agreed upon by Ricoh herein, all supplies for use with the Covered Equipment will be provided by Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

**4. Limitations.** The Equipment Repair and Maintenance Services provided by Ricoh under this Service Order will not include the following: (i) repairs or Software Support (defined below) resulting from misuse (including without limitation failure to maintain a proper environment for the Covered Equipment or software); (ii) repairs made necessary by service or relocation of the Covered Equipment performed by persons other than Ricoh representatives; (iii) parts no longer available from the applicable manufacturer for the Third-Party Equipment or Customer-Provided Equipment; and (iv) electrical work external to the Covered Equipment, including problems resulting from overloaded or improper circuits. Damage to Covered Equipment or parts, except to the extent damaged by Ricoh, are not covered by this Service Order. In the event that any Customer-Provided Equipment or Third-Party Equipment requires ( ) or more service calls within ( ) consecutive calendar days for the same hardware defect, then Customer shall be responsible for the replacement of such Customer-Provided Equipment or Third-Party Equipment within thirty (30) days notice from Ricoh, if Ricoh is to continue to provide Service on such Customer-Provided Equipment or Third-Party Equipment pursuant to this Service Order. If Customer elects not to replace such Customer-Provided Equipment or Third-Party Equipment, and Ricoh determines that any such Customer-Provided Equipment or Third-Party Equipment effects the Minimum Service Fee set forth above, Ricoh will provide Customer with the revised Minimum Service Fee necessary to provide Services on such Customer-Provided Equipment or Third-Party Equipment and Customer shall have thirty (30) days to agree to such revised Minimum Service Fee. In the event Customer does not agree to such revised Minimum Service Fee, Ricoh shall have no obligation to provide any Services on such Customer-Provided Equipment or Third-Party Equipment.

5. **Service Levels.** If Ricoh is engaged to provide Equipment Repair and Maintenance Services, Ricoh agrees to meet the following Service Levels:

**Quarterly Average 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) 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 Service Order.

**Uptime**

Ricoh-Provided Equipment will operate in accordance with the applicable manufacturer's specifications and will be serviced in a manner designed to meet a minimum quarterly uptime average of ninety-five percent (95%), which shall be calculated based upon an eight-hour day and exclude normal preventive maintenance time and downtime attributable to Customer's negligence.

In the case of an element of the Service Levels under this Section II (A) (5) of this Exhibit B to Service Order not being achieved a resolution or remedy process is to be engaged. A resolution or remedy will be documented by a corrective action plan tied to an agreed upon timeline to bring the services within targeted standards. The primary indicator of a problem unit of Ricoh Equipment is consistent failure to achieve the minimum required 95% uptime. Should the uptime of a specific piece of Ricoh Equipment fall below the ninety-five percent (95%) target, Ricoh will perform an in-depth evaluation and repair the problem unit to remedy the situation. The unit will then be closely monitored by Ricoh and if, over the next forty-five (45) day period the ninety-five percent (95%) target is not achieved and the Customer requests a replacement, Ricoh will replace the Ricoh Equipment at no expense.

**B. Parts and Supplies.** Ricoh will provide certain supplies in connection with its Equipment Repair and Maintenance Services in accordance with the following Service Coverage plans:

	Maintenance		Consumables		Additional Supplies	
	Parts	Labor	Toner, Ink	Preventative Maintenance Kits	Staples	Paper
Gold	YES	YES	YES	YES	YES	No
Silver	YES	YES	YES	YES	No	No
Bronze	YES	YES	No	No	No	No

The corresponding Service Coverage plan applicable to each unit of Covered Equipment will be identified, as appropriate, on Schedules I-4. Any supplies provided by Ricoh in connection with its Equipment Repair and Maintenance Services for Equipment covered under this Service Order will be provided in accordance with manufacturer's specifications. If Ricoh determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse additional supply shipments. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

**C. Software Support.** Ricoh will, during Normal Operating Hours, provide support for software supplied by Ricoh ("Software Support") in accordance with the terms and conditions of this Service Order. Software Support is advice by telephone, email or via Ricoh's or the software developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults (remotely or by attendance on site as determined by Ricoh). The limitations set forth above in Section II (A) (4) of this Exhibit B to Service Order apply to this Software Support section.

**III. ONSITE SERVICES**

**A. Copy Services.** If Ricoh is engaged to provide onsite Copy Services hereunder, Ricoh will provide reprographic/copying services with various finishing options, including binding, hole punching, stapling, lamination, and other special finishing services mutually agreed upon, at the Customer location(s) identified and at the prices set forth herein. Copy jobs will be completed in accordance with the following Service Levels:

**Job Accuracy**

Copy Center completes [\_\_\_\_\_] jobs per month with an average job size of [\_\_\_\_\_] impressions. Copy all jobs as stated in the specifications agreed to by both Ricoh and Customer and specified by the job ticket with 95% of jobs completed with no error. Measured by calculating the jobs delivered with no error as recorded on the Ricoh Onsite Copy Services Log divided the total completed jobs for the period. The measurement is based on an average for a 90-day calendar period.

**On Time Job Completion**

Copy Center completes [\_\_\_\_\_] jobs per month with an average job size of [\_\_\_\_\_] impressions. Copy all jobs as stated in the specifications agreed to by both Ricoh and Customer and specified by the job ticket with 95% of jobs completed on time as measured by calculating the jobs completed on time as recorded on the Log divided by the total completed jobs for the period. The measurement is based on an average for a 90-day calendar period.

**B. Facsimile Services.** If Ricoh is engaged to provide onsite Facsimile Services hereunder, Ricoh will send, receive and distribute facsimiles on behalf of Customer.

**C. Mail Services.** If Ricoh is engaged to provide Mail Services, hereunder, Ricoh will manage Customer's inbound and outbound mail operations at the Customer locations identified ("Mail Centers") and at the prices set forth herein. This includes processing all mail pieces and parcels received at the Mail Centers, coordinating pickup and drop-off services with the United States Postal Service, maintaining a tracking system for accountable, express, special and/or overnight mail and parcels, and picking up outbound mail from Customer's offices and departments, as mutually agreed upon by the parties. Mail Services will be completed in accordance with the following Service Levels:

**Mailroom Services**

Mailroom delivers [\_\_\_\_\_] (tubs/trays) of items per day. Delivery of 98% of all Mail within same day measured by calculating the delivered mail (\_\_\_\_\_) divided by total mail (\_\_\_\_\_) for the day. This does not include mail to be researched (no name, unknown name, etc). The measurement is based on an average for a 90-day period.

**D. Courier Services.** If Ricoh is engaged to provide Courier Services hereunder, Ricoh will pick-up and deliver mail pieces and parcels within the Customer location(s) identified and at the prices set forth herein. Routine courier routes and delivery timeframes will be mutually determined by the parties. Ricoh Personnel will also be available upon Customer's reasonable request for pick-ups or deliveries. Courier services do not include, unless otherwise agreed upon in writing by the parties, courier runs to and from any locations outside of the Customer location(s) identified in Exhibit A.

**E. Receptionist Services.** If Ricoh is engaged to provide Receptionist Services hereunder, Ricoh will provide Personnel to answer telephone calls, operate Customer's switchboard, and direct Customer visitors, as appropriate, at the Customer location(s) identified and at the prices set forth herein.

**F. Imaging Services.** If Ricoh is engaged to provide Imaging Services, Ricoh will convert hard copy documents provided by Customer into electronic images of such documents as further set forth in a Statement of Work attached hereto.

**G. Records Management Services.** If Ricoh is engaged to provide Record Management Services, Ricoh will maintain the Customer's files and records as further set forth in a Statement of Work attached hereto.



**EXHIBIT C TO SERVICE ORDER  
MASTER AGREEMENT – EQUIPMENT DEFINITIONS AND TERMS**

- A. Covered Equipment.** “Covered Equipment” shall mean all Ricoh-Provided Equipment, Customer-Provided Equipment and Third-Party Equipment, as set forth below.
- 1. Ricoh-Provided Equipment.** “RicoH-Provided Equipment” shall mean all equipment leased by Customer (“Leased Equipment”) from Ricoh or a Ricoh leasing partner pursuant to a lease agreement, along with any equipment provided by Ricoh (“Included Equipment”) as part of the Services and set forth on Schedule 1 attached hereto, or, in the event Ricoh is providing the TRAC Solution to Customer, as set forth in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 1 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control. Unless otherwise provided in writing by Customer at the time of order, any additional equipment leased by the Customer pursuant to a Master Lease Agreement made pursuant to the Contract during the term of this Service Order shall be considered Leased Equipment and added to this Service Order as Covered Equipment. All Included Equipment shall remain the property of Ricoh or Ricoh’s assignee, and Customer shall have no right, title or interest in or to the Included Equipment other than as expressly set forth herein. The Master Lease Agreement shall be separately enforceable as a complete and independent agreement, separate and distinct from the Agreement and all Service Orders to the Agreement. Ricoh may sell or assign all or a portion of its interests in the Included Equipment without notice to Customer. Upon expiration of this Service Order or cancellation for any reason, Customer shall permit Ricoh to remove from Customer’s location(s) the Ricoh-Provided Equipment and any unused Ricoh-provided supplies.
  - 2. Customer-Provided Equipment.** “Customer-Provided Equipment” shall mean all equipment owned by Customer and set forth on Schedule 2 attached hereto that will be covered by the Services or, in the event Ricoh is providing the TRAC Solution to Customer, as set forth in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 2 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control. All Customer-Provided Equipment shall remain the property of Customer, and Ricoh shall have no right, title or interest in or to the Customer-Provided Equipment.
  - 3. Third-Party Equipment.** “Third-Party Equipment” shall mean any equipment which is leased or rented by Customer from a third party pursuant to a lease or rental agreement (a “Third-Party Lease”) and set forth on Schedule 3 attached hereto that will be covered by the Services or, in the event Ricoh is providing the TRAC Solution to Customer, as set forth in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 3 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control. Ricoh shall have no obligation, and does not assume any obligation, under the Third-Party Lease between Customer and the third-party.
- B. [Monitored Equipment.** “Monitored Equipment” shall mean any equipment owned by Customer or leased or rented by Customer from a third-party pursuant to a Third-Party Lease that is only covered by Fleet Management Services. Any Monitored Equipment shall be set forth on Schedule 4 attached hereto or, in the event Ricoh is providing the TRAC Solution to Customer, in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 4 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control.]

**SCHEDULE 1 TO SERVICE ORDER  
MASTER AGREEMENT -- RICOH-PROVIDED EQUIPMENT**

Included Equipment:

<b>MAKE</b>	<b>MODEL</b>	<b>START METER</b>	<b>SERIAL NUMBER</b>	<b>SERVICE LEVEL</b>	<b>TONER CARTS INCLUDED FOR TERM</b>	<b>MAINT KITS INCLUDED FOR TERM</b>
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**SCHEDULE 2 TO SERVICE ORDER  
MASTER AGREEMENT – CUSTOMER-PROVIDED EQUIPMENT**

Customer-Provided Equipment:

<b>MAKE</b>	<b>MODEL</b>	<b>START METER</b>	<b>SERIAL NUMBER</b>	<b>SERVICE LEVEL</b>	<b>TONER CARTS INCLUDED FOR TERM</b>	<b>MAINT KITS INCLUDED FOR TERM</b>
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**SCHEDULE 3 TO SERVICE ORDER  
MASTER AGREEMENT – THIRD-PARTY EQUIPMENT**

Third-Party Equipment:

<b>MAKE</b>	<b>MODEL</b>	<b>START METER</b>	<b>SERIAL NUMBER</b>	<b>SERVICE LEVEL</b>	<b>TONER CARTS INCLUDED FOR TERM</b>	<b>MAINT KITS INCLUDED FOR TERM</b>
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**SCHEDULE 4 TO SERVICE ORDER  
MASTER AGREEMENT – MONITORED EQUIPMENT**

Monitored Equipment:

<b>MAKE</b>	<b>MODEL</b>	<b>START METER</b>	<b>SERIAL NUMBER</b>
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# RICOH

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

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

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

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

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

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper, staples or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the

Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

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

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by this Maintenance Agreement and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate this Maintenance Agreement 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 this Maintenance Agreement 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 this Maintenance Agreement.

**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 this Maintenance Agreement. 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 this Maintenance Agreement and refund any unused portion of the Maintenance Charges, or (b) refuse to renew this Maintenance Agreement 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.** This Maintenance Agreement 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, this Maintenance Agreement 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. Except as expressly set forth in writing, Ricoh may increase Maintenance Charges on an annual basis by an amount not to exceed the year-to-year increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, for All Items as published by the Department of Labor.

(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 this Maintenance Agreement; (ii) if this Maintenance Agreement 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 this Maintenance Agreement. 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 this Maintenance Agreement 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.

**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.
- **Data Overwrite Security 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.

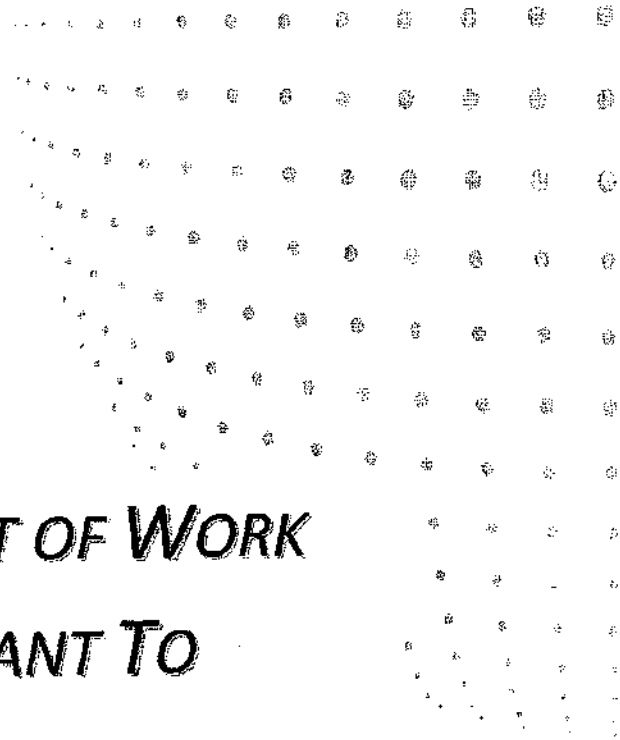
IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH AMERICAS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**STATEMENT OF WORK**  
**PURSUANT TO**  
**U.S. COMMUNITIES**

<Large SOW Template>

[NOTE: TO BE COMPLETED ACCORDING  
TO SPECIFIC OPPORTUNITY]

---

Created for  
<Client Name>

---

John Doe  
1/1/2012

**RICOH**

v3.0

SOW Log Number: 5555

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## Introduction

Ricoh Americas Corporation ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the **XXX Implementation** project (the "Project") at XXXXXXXXXXXXXXXXXXXX ("Customer").

Ricoh has outlined the Project scope and costs for the Project. The service costs outlined in this document are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

## Project Objective

The main objective of this project is to \_\_\_\_\_ . Systems and procedures will be set up to allow the Customer to:

- (Enter Project Objectives here)
- (Enter Project Objectives here)

## Project Scope

### Services included in the project scope

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the project. See below under "Services Detail" for a complete description of these tasks.

1. (Enter functions and deliverables here)
2. (Enter functions and deliverables here)

### Services Excluded from the Project Scope

This Project does not cover the following functions or deliverables.

- (Enter out-of-scope functions and deliverables here)
- (Enter out-of-scope functions and deliverables here)

## Customer Location

The following Customer location is included in the scope of this Project.

123 Main Street  
Anywhere, USA 12345

## Services Detail/Project Scope

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the "Services") of this project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates. *Customer acknowledges and agrees that all or a portion of the Services may be provided by Ricoh's subsidiary, Ricoh USA, Inc.*

### 1. Project Management

- (If Project management is included, insert description here)
- (If Project management is included, insert description here)

**Deliverables:**

**Checkpoints:**

### 2. Discovery

(If applicable, insert description of what discovery may be required)

**We will identify:**

- (Insert description of what is to be identified)
- (Insert description of what is to be identified)

**Deliverable:**

**Checkpoint:**

### 3. Design

(If applicable, insert description of design phase)

**Topics for Design Phase:**

- (Insert description of design items)
- (Insert description of design items)

**The Design documents will include the following:**

**Deliverables:** (Add documentation commitments here)

**Checkpoint:**

#### **4. Planning**

(If applicable, insert description of planning stage)

**Deliverables:**

**Checkpoint:**

#### **5. Implementation**

(If applicable, insert description of implementation stage)

In this phase, Ricoh will install, configure, and test the solution as defined in the Design documents and approved by Customer, as follows:

- (Describe implementation tasks)

**Deliverables:**

**Checkpoint:**

#### **Training and Documentation**

(If applicable, describe training and any documentation to be provided)

**Deliverables:**

**Checkpoint:**

#### **User Acceptance Testing**

(If applicable, describe UAT stage)

Testing should include:

- (Describe any testing)
- (Describe any testing)

Ricoh will assist UAT as follows:



- (Describe any UAT assistance)

**Deliverable:**

**Checkpoint:**

### **Production Rollout**

(If applicable, describe rollout)

**Deliverable:**

**Checkpoint:**

## **6. Support**

(If applicable, insert description of support)

**Deliverable:**

**Checkpoint:**

### **[Option 1 - IF SOFTWARE SUPPORT IS INCLUDED AND SUPPORTED BY Ricoh:]**

#### **Support Services**

(Depending on the solution, describe any Ricoh software support obligations)

#### **Software Maintenance Coverage**

- (Describe what is included)

#### **Not Covered by Annual Software Maintenance**

- (Describe what is not included)

## **Customer Roles and Responsibilities**

### **Customer Roles**

(Describe Customer participation and specific individuals involved and roles)

**Project Manager**

**End User Representative**

**System Administrator**

**Technical Support**

**Facility availability**

### **Customer General Responsibilities**

(Describe Customer participation necessary for project)

### **Customer Technical Responsibilities**

If the <XXX Implementation> is to be successful, Customer must make the following technical commitments:

- (Describe Customer technical commitments)

### **Other Customer Responsibilities**

- ADD ANY ADDITIONAL ITEMS AS NECESSARY

### **Completion Criteria**

(Describe Completion Criteria)

### **Acceptance Criteria**

(Describe Acceptance Criteria)

### **Change Control**

(Describe Change Control procedures)

### **Project Assumptions**

(Describe Project Assumptions)

### **Professional Services Fees [FOR FIXED FEE ENGAGEMENTS]**

This is a Fixed Fee engagement. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth as follows:

**Payment Schedule**

(Insert description)

**Budget Notes**

- (Insert description)

**Professional Services Fees [FOR TIME AND MATERIALS ENGAGEMENTS]**

(Insert description of time and materials billing)

**Payment Schedule**

**Budget Notes**

- (Insert description)

## Terms & Conditions:

This SOW is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of [INSERT] and the contract period is from [INSERT] to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any SOW entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the SOW. This SOW shall consist of the terms and conditions of the Contract and this SOW. As it pertains to this SOW, the order of precedence of the component parts of the SOW shall be as follows: (a) the terms and conditions of this SOW, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this SOW in cases of conflict or inconsistency therein.

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.
3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within sixty (60) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN

UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. IP Matters; Software Licenses; Export Compliance.

a. Ownership of IP Rights. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, RICOH hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by RICOH for Customer in connection with the Services ("Contract Property"), unless otherwise agreed upon in this SOW. RICOH shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or "Services". All licensing for RICOH or third party software shall be as provided in subsection (b), below.

b. Software Licenses. All RICOH and/or third party software provided by RICOH as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements, with which Customer agrees to comply. If such software is manufactured by a party other than RICOH, then Customer acknowledges that RICOH is not the manufacturer or copyright owner of such third party software and that RICOH makes no representations and provides no warranties with respect thereto. RICOH shall make available to Customer any warranties made to RICOH by the manufacturer of the software and/or products utilized by RICOH in connection with the Services hereunder, to the extent transferable and without recourse.

c. Export Compliance. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws which arise from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this SOW. Customer acknowledges and agrees that RICOH may from time to time, in its sole discretion, engage non-U.S. subcontractors to perform any portion of the Services on RICOH's behalf. Customer represents and warrants to RICOH that it, its employees and agents shall not provide RICOH with or otherwise use in connection with the Services any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this SOW, RICOH and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

5. Confidentiality and Non-Solicitation.

a. Confidentiality. Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any

reference to any information from which the identity of Customer may be reasonably ascertained. 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, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current Contract rates. 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.

Notwithstanding anything in this SOW to the contrary, in the event that Customer engages Ricoh to perform any Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer.

b. **Non-Solicitation.** Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The foregoing shall not apply provided that the Customer: (a) posts the employment advertisement to the general public; and (b) the employee or independent contractor of the other party independently finds and responds to such employment advertisement, which in turn is the basis for the hiring.

6. **General.** This SOW and the Contract represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh.

This SOW shall be interpreted in accordance with the substantive laws of the state where the Customer's principal place of business or residence is located, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

**RICOH AMERICAS CORPORATION**

By:		
Ricoh Internal Review Signature	Name and Title	Date

By:		
Ricoh Authorized Signature	Name and Title	Date

**CUSTOMER**

Name (Print)	Location

Authorized Signature	Title	Date



**Appendix** (If applicable)

ADD SOFTWARE INFORMATION / SPECIFICATIONS / BROCHURES

ADD HARDWARE INFORMATION / SPECIFICATIONS / BROCHURES

To access supporting contract documents and pricing information, please use your login at [www.uscommunities.org](http://www.uscommunities.org).

**Exhibit 2**

**to Products and Services Agreement  
between Board of Education of City of Chicago  
and Ricoh USA, Inc.**

**(District-Wide MPS Program and Sale/Lease of Devices)**

**Enterprises Services Order for CPS Managed Print Services**

## **Enterprise Services Order for CPS Managed Print Services**

This Enterprise Service Order for CPS Managed Print Services (“Service Order”) is made pursuant to the Products and Services Agreement (“Agreement”), entered into by Ricoh USA, Inc. (“Ricoh”) and the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (“Board” or “CPS”) effective as of July 1, 2015. This Service Order shall remain in effect for the Term of the Agreement, including any Renewal Terms, as may be amended in accordance with the Change Management Process set forth in the Agreement.

All terms and conditions of the Agreement are incorporated into this Service Order and made a part hereof. All capitalized words used but not defined in this Service Order will have the meanings given to them in the Agreement. In the event of a conflict between this Service Order and the Agreement, the Agreement shall control. This Service Order consists of this page, together with the following selected Exhibits and Schedules, which shall apply only to the engagement contemplated by this Service Order.

### **EXHIBITS**

- Exhibit A – Fees, Locations, Services and Personnel
- Exhibit B – Scope of Work and Service Levels
- Exhibit C -- ROI Print Manager SOW
- Exhibit D –Enterprise-wide Managed Print Services SOW
- Exhibit E – Sample Project Implementation Plan
- Exhibit F – DMNX SOW

### **SCHEDULES**

Schedule 1 – Ricoh-Provided Equipment

Schedule 2 – Sample Product Schedule

**As more fully described below, this Service Order applies to Managed Print Services provided to the Board’s Central Office, Remote-Regional Office and those schools that agree to receive Managed Print Services from Ricoh. Ricoh and those schools opting for a maintenance and support program for leased or purchased devices shall not be bound by the terms of this Service Order but, instead, by the terms of the Equipment Maintenance Agreement.**

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

**BOARD OF EDUCATION OF CITY OF CHICAGO** *ju*

By: *Frank M. Clark*  
Name: Frank M. Clark  
Title: President

By: *Estela B. Beltran 9/10/15*  
Name: Estela Beltran  
Title: Secretary  
Date: *9/10/15*

Approved as to legal form: *ju*  
By: *James Bebley*  
James Bebley  
General Counsel

**RICOH USA, INC.**

By: *Christian Erickson*  
Name: *CHRISTIAN ERICKSON*  
Title: *MARKET VICE PRESIDENT*  
Date: *SEPT 03, 2015*

Board Report No. 15-0527-PR8  
15-0826-AR2-35

**EXHIBIT A TO SERVICE ORDER  
SERVICES AGREEMENT - FEES, LOCATIONS, SERVICES AND PERSONNEL**

**FEES**

[REDACTED]

Segment/Model*	Annual Base B/W Image Commitment	Annual Base Color Image Commitment	Annual Minimum B/W Guaranteed Payment	Total Annual Minimum Color Guaranteed Payment	Total Annual Minimum Guaranteed Payment	Black and White Per ClickRate	Color Per ClickRate	Annual B/W Anticipated Volume Commitment	Annual Color Anticipated Volume Commitment
<b>5</b> (70 to 90 ppm)	210,000	N/A	\$3,129.00	N/A	\$3,129.00	0.0149	N/A	420,000	N/A
<b>4</b> (41 to 69 ppm)	150,000	N/A	\$2,235.00	N/A	\$2,235.00	0.0149	N/A	300,000	N/A
<b>4 Color</b> (41 to 69 ppm)	72,000	19,800	\$1,072.80	\$990.00	\$2,062.80	0.0149	0.05	144,000	39,600
<b>3</b> (31 to 40 ppm)	48,000	N/A	\$715.20	N/A	\$715.20	0.0149	N/A	96,000	N/A
<b>3 Color</b> (31 to 40 ppm)	48,000	3,000	\$715.20	\$150.00	\$865.20	0.0149	0.05	96,000	6,000
<b>2</b> (21 to 30 ppm)	24,000	N/A	\$357.60	N/A	\$357.60	0.0149	N/A	48,000	N/A

\* **Segmentation Definition:** The device segment represents the size and speed of the multifunctional devices. Ricoh determines the correct device segment based on the following:

- Run rate
- Average monthly volume
- Features and functionality

Ricoh shall provide written updates to the Board on a regular basis, but no less frequently than quarterly, identifying the products and the segments into which they can be categorized. Ricoh shall also provide a written update to the Board at any time upon two (2) business days notice.

**Office Black and White Devices**

	Segment No.	Print/Copy Per Minute	Equipment Type	
<b>D1</b>	Segment 1	1 to 20 CPM	BW Only Digital Process	B&W Office
<b>D2</b>	Segment 2	21 to 30 CPM	BW Only Digital Process	B&W Office
<b>D3</b>	Segment 3	31 to 44 CPM	BW Only Digital Process	B&W Office
<b>D4</b>	Segment 4	45 to 69 CPM	BW Only Digital Process	B&W Office
<b>D5</b>	Segment 5	70 to 90 CPM	BW Only Digital Process	B&W Production

Managed Print Services Order – Exhibit A

Office Color

	Segment No.	Equipment Type	Print/Copy per Minute	
<b>BC3</b>	Segment 3	Business Color 3	31 to 44 BW CPM	Color Capable Office or Workgroup environment
<b>BC4</b>	Segment 4	Business Color 4	45 to 69 BW CPM	Color Capable Office or Workgroup environment

The Annual Minimum Payment per model or any other fee payable under this Service Order will be increased only by mutually agreed amounts set forth in a written Amendment to the Agreement agreed to by the authorized representative(s) of Ricoh and the Board President and Secretary with the approval of the Board’s General Counsel. The Fees set forth above includes standard configuration for the hardware: the mainframe, the finisher, DOSS, Postscript, and a minimum of two (2) paper drawers. The Fees also include the applicable Managed Document Services, Equipment Repair and Maintenance (Silver Level), and Professional Services as more fully described in this Service Order. The impression rates applies to standard images up to 8 ½ X 14. Ricoh reserves the right to assess additional image charges for non-standard images, including for images larger than 8 ½ X 14.

Equipment and Maintenance Service included in the Annual Minimum Payment - Silver Level: Includes all supplies except for paper and staples.

Please note: Ricoh, with the assistance of the CPS Project Manager, will review the historic use of the devices in the potential schools to determine an anticipated monthly volume of copies. In the event that an individual school chooses to receive Managed Print Services but does not agree to the recommended volumes and best practices from Ricoh, the school must submit a request for deviation from that plan and commit to volumes associated with that device in order to pay for that capacity variance.

In addition to the Annual Minimum Payment listed above, Board will be charged:

- **Overtime:** When Board workload requires the Services to be provided beyond Normal Operating Hours (defined below), upon written advanced approval from the Board’s Project Manager or his/her designee, Ricoh will provide overtime Services and will invoice the Board for such overtime. Overtime will be charged at \$45.00 per hour per Personnel for week nights and \$67.50 per hour per Personnel for weekends and holidays, with a four (4) hour per Personnel minimum overtime shift when the overtime is not directly adjacent to Normal Operating Hours. Ricoh shall require prior the Board written approval for all overtime Services.
- **Equipment Moves:** Charges to Move Equipment - \$75 per segment moving machines within Cook County. \$600 for ALL color machines within Cook County. 50% discount if multiple machines moving or if under 10 miles. All out of Cook County moves will be quoted upon request. No charge for moves within a site of Ricoh manufactured equipment and/or during fleet optimization.
- **Additional Equipment**– The Board may lease or purchase additional Single Function and Desktop Copiers subject to the Agreement or an agreement for the sale of equipment.

If additional devices (in excess of agreed upon device placement ratio set forth below in Table A-1) are requested after the Ricoh assessment, the participating school shall request an exception from CPS Central Office for final approval. The school shall execute product schedules and issue purchase orders in accordance with the on-boarding process set forth in the Agreement.

**Table A-1**  
**Agreed Best Practices for Device Placement in schools**

School Enrollment	Large MFD's	Digital Duplicator	Mid Size MFD's	Desktop Printers
<600	1	Not Included	1	Exception Purchase only
>600	2	Not Included	2	Exception Purchase only
>1400	3	Not Included	3	Exception Purchase only
>2100	4	Not Included	4	Exception Purchase only
>2800	5	Not Included	5	Exception Purchase only

Additional MFP Accessories for purchase:

**FAX CARD – (One-time Accessory Charge - In the event of device replacement, no charge)**  
 Unit Cost            \$200.00

**Annual Pricing Review**

Annually, within ninety days of the anniversary of contract initiation date, Ricoh and CPS shall review the pricing model and volume for the prior year. If CPS's cumulative enterprise-wide volume exceeds the prior year's tier volume, Ricoh will evaluate and, with CPS approval, make an adjustment to reflect the next tier of impression rates and the associated rates. Such adjustment shall be reflected in a Change Order signed by the authorized representatives of both parties in accordance with the Change Management Process Section of the Agreement. Under no circumstance will the click rate for the volume range of <= 375,000,000 be adjusted to less than \$0.0149/impression B&W and \$0.05/impression Color during the Term of the Agreement. Similarly, the maximum rate that CPS shall have to pay under this Agreement is \$0.0149/impression B&W and \$0.05/impression Color. The table below will be honored for the initial Term and any subsequent renewals thereof. In addition, Ricoh will reduce the rates for the overages to reflect the rates for the next tier. For example, if CPS's required tier volume for year 1 is 375,000,000 and at the end of year 1, CPS's volume is 400,000,000 impressions, Ricoh will charge the lower impression rate for the 25,000,000 impressions. Ricoh will utilize the 375,000,000 volume band with impression rates of \$0.0149 B&W and \$0.05 Color as the starting tier of the MPS program. The following table illustrates the tiered structure and the associated price discounts for volumes in excess of the 375,000,000 volume band:

Volume Ranges	B/W Rate	Color Rate
<=375,000,000	0.0149	0.05
400,000,000	0.0147	0.05
450,000,000	0.0143	0.05
500,000,000	0.0141	0.05
550,000,000	0.0139	0.05
600,000,000	0.0137	0.05



## Managed Print Services Order – Exhibit A

If the annual volume should exceed 600,000,000 during the Term of the Agreement or any Renewal Term, then the parties will mutually agree on the applicable click rate.

### **Service Performance Management Components**

Ricoh shall provide managed print service components that are essential for internal and external engagement, and fulfilling Ricoh obligations associated with this agreement's SLA's. The Ricoh agreement primarily consists of meetings, reporting communications and key performance indicators (KPI's). Required joint Ricoh and customer meetings:

Daily/Weekly Customer Site IT Meetings (Full Time Dedicated Site Leads)

Weekly Change Advisory Board Meeting (Change & Release)

Weekly Operations Status (Support, Requests & Projects)

Monthly Operations Review (Support, Requests & Projects)

Quarterly Account Management Review (All in Scope Services plus budget)

Ad-hoc meetings as required at a mutually agreed upon time by both parties.

### **LOCATIONS**

Ricoh will perform the Services at the following location(s) Central Office locations, Remote-Regional Office locations, and participating schools that have signed a Product Schedule consistent with the Sample Product Schedule attached and incorporated into this Service Order as Schedule 2 (collectively "Board locations"). For purposes of clarity, the on-site services will only be provided by Ricoh at the 42 W Madison location. All other locations will be serviced remotely, except for standard on-site maintenance service.

- **Central Office locations include:**
  - 42 W Madison/1 N Dearborn (same building with two addresses)
  - 501 W. 35<sup>th</sup> Street
  - 4655 S. Dearborn Street
  - 2651 W. Washington Blvd.
- **Remote-Regional locations include (includes Network Office locations):**
  - 54 W. Hermitage Avenue
  - 2935 W. Polk Street
  - 3235 W. 47<sup>th</sup> Place
  - 4638 W. Diversey Place
  - 2622 W. Jackson Blvd.
  - 567 W. Lake Street
  - 5101 West Harrison Street
  - 2245 W. Jackson Blvd.
  - 1201 W. 115<sup>th</sup> Street
  - 4720 S. St. Louis Avenue
  - 11424 S Western Ave, 60643
  - 6533 S Stewart, 60621
  - 6323 Avondale, 60631

Managed Print Services Order – Exhibit A

The Board and Ricoh may agree to add/remove Central Office and Remote-Regional Office locations over the Term of the Agreement, and any such location change will be documented by an addendum or change order to this Services Order signed by the authorized representatives of both parties in accordance with the Change Management Process Section of this Agreement.

**SERVICES**

Ricoh will provide the following Services to the Board pursuant to this Service Order:

**Managed Document Services**

- X Offsite/Remote Fleet Management Services
- [Remote] Transformation Services
- X Consumables Management Services
- Multi-vendor Management
- X TRAC Solution®
- Intelligent Device Monitoring
- X ADD DMNX
  
- @Remote Enterprise Pro

**Equipment Repair and Maintenance; Supplies; Software Support**

- X Equipment Repair and Maintenance Services
- X Supplies
- Software Support

**Onsite Services**

- |  |                           |
|--|---------------------------|
| <input type="checkbox"/> Copy Services               | Hours of Operation: _____ |
| <input type="checkbox"/> Facsimile Services          | Hours of Operation: _____ |
| <input type="checkbox"/> Mail Services               | Hours of Operation: _____ |
| <input type="checkbox"/> Courier Services            | Hours of Operation: _____ |
| <input type="checkbox"/> Receptionist Services       | Hours of Operation: _____ |
| <input type="checkbox"/> Imaging Services            | Hours of Operation: _____ |
| <input type="checkbox"/> Records Management Services | Hours of Operation: _____ |
| <input type="checkbox"/> [Other Services]            | Hours of Operation: _____ |

**Professional Services**

Ricoh will provide the following Services to the Board pursuant to a Ricoh Statement of Work:

- X Project Management
- X Change Management Consulting
- Document Workflow Consulting
- Professional Services Engineering Block of Hours
- X ROI Print Manager

All other Services shall be agreed upon from time-to-time by the Board and Ricoh in written Change Orders or amendments in compliance with the Change Management Process set forth in the Agreement.

**PERSONNEL**

Ricoh will provide the following Personnel to perform the Services specified above:

One (1) Full-time (Onsite) – Print Support Specialist 2 (assigned to the Board’s Central Office located at 42 W Madison only). The onsite personnel will also support remotely the other Central Office locations, the Remote-Regional locations and the schools that are a part of the district wide initiative.. Additional staff may be added at a mutually agreed upon time based upon devices and services.

**Hours of Operation and Holidays:** Ricoh will provide the Services during “Normal Operating Hours.” The Normal Operating Hours, unless otherwise specified herein, will be 8:00 a.m. to 5:00 p.m., local time, Monday through Friday except holidays recognized by the Board (which shall not be less than the seven (7) annual holidays specified below). Board Nationally Recognized Holidays: [(i) New Year’s Day; (ii) Memorial Day; (iii) Independence Day; (iv) Labor Day; (v) Thanksgiving; (vi) day after Thanksgiving; and (vii) Christmas Day.]

**Additional Staffing.** Additional staffing may be requested when scheduled forty-eight (48) hours in advance. Such additional staffing is provided on an as-available basis for weekday shifts. There is a four (4) hour minimum required for this service. Rates for such additional staffing will be mutually agreed upon by the parties in advance of the services being provided. Longer-term full-time and part-time staffing may be added via an amendment to this Service Order. Additional rates for longer-term additional staffing will be agreed upon in advance of commencement of such service by way of an amendment to this Service Order and will be based upon current labor market conditions at the time.

**Onsite Services.** If any Personnel are to be located onsite at the Board’s location(s) in order to perform the Services (“Onsite Services”), the Board will provide adequate space for operation of all of the Onsite Services selected hereunder and will provide for the preparation of the designated space in its facility for the provision of the Services by Ricoh, including any electrical work required for installation or operation of all equipment required under this Service Order to perform such Onsite Services. Unless otherwise agreed herein, for Ricoh to perform the Onsite Services, the Board shall provide at the Central Office location where the on-site resource will be located (i) the office supplies (such as paper clips, staples, staplers, tape, etc.); and (ii) the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that the Board and Ricoh mutually agree are necessary.

**EXHIBIT B TO SERVICE ORDER  
SERVICES AGREEMENT - SCOPE OF WORK AND SERVICE LEVELS  
FOR MANAGEMENT PRINT SERVICES**

The following terms shall apply to any Services provided by Ricoh:

The Board will maintain the designated space at the locations for the Services free from any unsafe conditions and will make available to the Personnel and subcontractors any safety equipment or materials provided by the Board to the Board's own employees and subcontractors. The Board shall provide adequate security for equipment (including Ricoh-Provided Equipment), supplies, and other items of value utilized by Ricoh in the performance of the Services at the Board locations. The Board shall bear all losses resulting from the theft or loss of such equipment (including Ricoh-Provided Equipment), supplies and/or items of value, except those negligently or willfully caused by Ricoh or Ricoh's employees.

Ricoh's inability to fulfill its obligations under this Agreement or Service Order because of any failure of the Board to meet its obligations under this Service Order shall not constitute a breach of this Service Order or other default by Ricoh.

**Covered Equipment.** For the purposes of this Service Order, "Covered Equipment" shall mean all Ricoh-Provided Equipment for which a Product Schedule has been executed. Any replacement of Equipment shall be documented on the Ricoh Service Request form, which will identify the replaced equipment and the replacement Equipment.

**Ricoh-Provided Equipment.** "Ricoh-Provided Equipment" shall mean all equipment leased by the Board ("Leased Equipment") from Ricoh or a Ricoh leasing partner pursuant to a CPS Lease Agreement in a form consistent with the CPS Lease Agreement, attached to and incorporated into the Agreement as Exhibit 3, along with any equipment provided by Ricoh as part of the Services and set forth on Schedule 1 attached hereto, for which a Product Schedule is executed indicating that the participating school or other CPS location is agreeing to receive Managed Print Services ("Included Equipment"). In the absence of a clear designation of participation in the Managed Print Services program, the parties shall assume that any Ricoh-Provided Equipment is not Included Equipment but instead will be maintained and serviced according to the terms of the Equipment Maintenance Agreement. All Included Equipment shall remain the property of Ricoh or Ricoh's assignee, and the Board shall have no right, title or interest in or to the Included Equipment other than as expressly set forth herein. The CPS Lease Agreement shall be separately enforceable as a complete and independent agreement, separate and distinct from the Agreement and all Service Orders to the Agreement. Upon expiration of the Agreement and/or the Service Order or as otherwise mutually agreed between the two parties, the Board shall permit Ricoh to remove from the Board's location(s) the Included Equipment and any unused Ricoh-provided supplies.

## **I. MANAGED PRINT SERVICES ("MPS")**

**A. Fleet Management Services.** As part of its Services set forth below, Ricoh will manage the Covered Equipment at the Board locations to help the Board maximize the Covered Equipment's performance, uptime, utilization, and user satisfaction while helping the Board reduce costs.

### **1. Current State Analysis**

Ricoh will provide assessment services, which describe in detail the state of the Board's current document output environment. This assessment is performed by the Ricoh MPS Team.

#### **Ricoh Responsibilities**

Ricoh will:

- With the Board assistance, validate assessment schedule and scope including locations, device types, and data elements to gather in the assessment.
- Assist the Board to develop a communication program to help users understand and accommodate the assessment project.
- Conduct an on-site survey during normal business hours to determine locations and usage patterns of the existing output devices. The survey will include, at a minimum, physical inspection of devices and location (ports, phone jacks, power).
- Where possible, make use of network data gathering tools to assist in the data collection process.
- Assess current fleet of all color and mono document-based output devices (including Copiers, Network Printers, Facsimiles, Personal output devices, and Digital Duplicators) owned, leased or rented by the Board. This will be conducted by means of asset mapping, networked-fleet data capture, and analysis of the environments.
- Develop a floor map diagram of the Board's current state environment.

#### **The Board Responsibilities**

The Board will:

## Managed Print Services Order – Exhibit B

- The Board will provide an executive letter stating the purpose and value of the program to the district for use by Ricoh during the course of the assessment and implementation
- The Board will provide current cost estimates of toner and ink spend.
- The Board will designate an individual (called “Point of Contact”), to whom all Ricoh communication will be addressed and who has the authority to act on the Board’s behalf in all aspects of this project prior to the commencement of Services or who will be able to obtain such direction. This Point of Contact will:
  - Serve as the interface between Ricoh’s project team and all the Board areas participating in this project.
  - Obtain and provide information, data, decisions and approvals within ten (10) business days of Ricoh’s request, unless there is a mutual agreement of an extended response time.
  - Provide acceptance on any deliverables within ten (10) business days of Ricoh’s request, unless there is a mutual agreement of an extended response time.
  - Ensure that communications are issued to user communities at all locations as agreed by the project team and in accordance with the Board policies and procedures.
  - Ensure the appropriate Board personnel for all activities are made available when required.
  - Participate, as required, in status meetings with the Ricoh project team and help resolve and escalate any project issues should they occur.
- Provide, where available:
  - Floor plans for all locations preferably in electronic format (Visio .vxc, AutoCAD .dwg, JPG, PDF).
  - Current list of all output devices (printers, copiers, faxes and scanners), including asset tags, serial numbers and configuration information.
  - Print server information such as queue names, device IP addresses, queue and driver configurations, forms setup, and default print settings.
  - Pricing for all output-related consumables by item number: i.e. toner, ink, fusers, imaging drums, maintenance kits, pre-printed forms, specialized stock purchased annually, by building and/or by department.
  - Monthly/annual paper purchases by building and paper type including pre-printed forms, if possible.
  - Number of staff and workstations including desktop and laptop computers by building.
- Provide escorts for all locations to be assessed, if required: All escorts should have knowledge of output device locations and have access to locked rooms if required to identify asset information.
- Provide access to required customer locations and existing output devices during normal business hours.
- Ensure customer personnel are available to Ricoh consultants for interviews.
- Provide timely approvals as requested by Ricoh.

### Completion Criteria

This phase will be complete when the following occurs:

- Ricoh delivers the Current State Presentation.

## 2. Technology Solution Design

Using the results of the current state analysis as baseline data, Ricoh will develop a recommended future state report for the Board.

### Ricoh Responsibilities

Ricoh will:

- Design a future state environment according to information gathered.
- Map future state devices on electronic floor plans.

### The Board Responsibilities

The Board will:

- Assist Ricoh to develop and approve the final device deployment.
- Obtain any internal approvals for the Ricoh strategy as required to proceed to Implementation.

### Completion Criteria

This phase will be complete when the following occurs:

- Ricoh delivers the Technology Solution Presentation to the Board.

## Managed Print Services Order – Exhibit B

### 3. Implementation Project Management

#### Ricoh Responsibilities

##### Ricoh will:

- Appoint an Implementation Project Manager who will:
  - Work with the Board Project Manager to draft, review and approve the Implementation Plan.
  - Provide Implementation Plan to the Board for acceptance no later than thirty (30) days following the effective date of this Service Order.
  - Work with the Board Project Manager and other designated contacts to address issues and troubleshoot problems.
  - Maintain regular communications
  - Establish documentation and procedures.
  - Provide a generic Communication Plan to assist the Board in preparing a Communication Plan between the Board and the users.
  - Measure and evaluate progress against the Implementation Plan.
  - Administer Project Change Control procedures during the Implementation Period.
  - Transition ongoing account support to a Ricoh Fleet Manager on completion of Implementation.

#### The Board Responsibilities

##### The Board will:

- Assign the Board Project Manager who will:
  - Work with the Ricoh Implementation Manager to draft, review and approve the Implementation Plan.
  - Develop and implement a Communication Plan based on the draft supplied by Ricoh.
  - Obtain and provide information, data, decisions and necessary approvals that are appropriate to review utilization of devices within school to provide recommendations of options to schools considering participation.
  - Participate in status meetings.
  - Help resolve and escalate issues within the Board organization(s), as necessary.
  - Assign the Board employees who are focal points for each school.
  - Provide IT Installation Assistance for which the Board IT Representative is present and accessible during the Implementation Phase to provide any required security access, physical and logon authentications, and general network information.
  - Provide a virtual private network (“VPN”) connection, or equivalent secure network connectivity.
  - Provide Ricoh access to the Board locations, including the Board dedicated servers within the Board’s data center facility, as reasonably required.
  - Provide suitable workspace for Ricoh employees to perform Implementation Services at specified administration office location.
  - During the Implementation Period, provide on-site support staff to assist Ricoh with device network installation and de-installation tasks as needed.
  - Administer Project Change Control Procedures during the Implementation Period.

#### Completion Criteria

This phase will be complete when the following occurs:

- Ricoh provides a project plan.

### 4. Education and Training

Ricoh will provide basic operator training on the Ricoh-Provided Equipment and the Ricoh MDS tools and processes, including TRAC provided under this Service Order as mutually determined by Ricoh and the Board. Such training will be delivered through various methods, which may include in-person training, webinar training and recorded video or screen cast.

#### Ricoh Responsibilities

##### Ricoh will:

- Develop a training plan with CPS based on the Managed Print Services training provided at Central Office.
- Conduct a 1 onsite training session for the Board technical staff on Ricoh TRAC software. Additional remote training will be available enterprise wide
- Make available a single reproducible copy of standard user documentation for all Ricoh-provided Products listed in Appendix B.
- On each floor within a location, provide the following training during the implementation period for location service contacts and users. The training consists of:
  - Basic operational functionality of all applicable devices,

## Managed Print Services Order – Exhibit B

- o Paper replenishment,
- o Walk-up fax and copy,
- o Scan to email/file,
- o Print test/setup page,
- o Quick Reference Guide
- o Toner replacement and cartridge return,
- o Paper jam, basic troubleshooting and
- o Driver differences (between Ricoh device models, if applicable).
- Provide supplemental on-site training for the Board Help Desk and Site/Device:
- o Device operation,
- o Problem diagnosis and resolution and
- o Web-based training for end-users.

### The Board Responsibilities

#### The Board will:

- Ensure compliance of Ricoh-developed training plan.
- Provide an appropriate training environment for the type of training to be delivered.
- Distribute user documentation for Ricoh devices to the Board personnel as needed.
- Provide additional training sessions as needed for the Board personnel that did not attend the Ricoh scheduled sessions.

## 5. Management Information Reporting

On a regularly scheduled basis, as mutually determined by Ricoh and the Board, Ricoh will provide detailed reports to the Board, which will include a summary of services, analysis of equipment and performance data.

### ON-Site Managed Services

On-site Services will be provided at the CPS Central Office location at 42 W. Madison, Chicago, IL. by the Print Support Specialist.

#### Ricoh Responsibilities:

- Monitor networked devices in Central Office locations
- Co-monitor networked devices in Remote-Regional locations
- Respond to Board help desk tickets
- Troubleshoot issues involving all contracted devices
- Gather data for Monthly Operations Review
- Weekly utilization reports
- Retrieve meter readings (or any Trac report) when requested
- Answer any questions with discrepancy with billing or service
- Order supplies
- Recycle used supplies
- Maintain key-ops log
  - o Clean devices at Corporate Office
  - o Make test copies upon request
- Maintain Loop office maps
- Monitor Trac
  - o Enter proactive tickets
  - o Service calls to techs
  - o Monthly asset reconciliation

### Off-Site Remote Services

#### Ricoh Responsibilities:

- Pro-Active Device Monitoring
- Place service calls for incoming Board help desk tickets
- Proactive supply ordering
- Supply ordering
- Monitor device status and service history

## Managed Print Services Order – Exhibit B

- Place calls to service techs when needed
- Review and share quarterly utilization reports upon request
- Retrieve meter readings (or any Trac report) when requested
- Maintain Network Office and School maps
- Monitor TRAC:
  - Enter proactive tickets
  - Service calls to techs
- Monthly asset reconciliation

### Ricoh Responsibilities

#### Ricoh will:

- Support, maintain and operate the required fleet monitoring tools: Ricoh TRAC and other required software.
- Conduct an infrastructure assessment developed with the input of the Board of Education (Infrastructure Assessment checklist)

### The Board Responsibilities

#### The Board will:

- Provide any additional information that Ricoh may reasonably require in order to produce the Reports in a timely manner.

### Completion Criteria

This phase will be complete when the following occurs:

- Contract Specified Reporting (ROI standard reports mutually agreed upon by both parties)

**6. Service Level Management.** This service provides a process for ensuring that service levels are met, ensuring that any adverse impact on service quality is kept to a minimum, and instigating corrective action for under performance.

### Ricoh Responsibilities

#### Ricoh will:

- Assign a Ricoh Site Manager who will:
  - Prior to the commencement date, develop with the assistance of the Board the Ricoh MDS Site Procedures Guide that describes:
    - Contact lists and overall roles and responsibilities
    - Technology standards
    - Change Management processes for:
      - Technology
      - Services
    - Each of the Managed Services components including:
      - On-Site Services and locations
      - Remote Services and locations
      - Narrative
      - Roles and responsibilities of individuals
      - Related documentation
    - Escalation and dispute resolution processes
    - Forms, templates and checklists to be used in service delivery
  - Begin day-to-day management activities at the end of the Implementation phase.

### The Board Responsibilities

#### The Board will:

- Assist the Ricoh Fleet Manager to customize the Ricoh MDS Site Procedures Guide.
- Provide Ricoh with a list of Location Service Contacts with their contact information (telephone, e-mail), who will be the single point of contact for all Ricoh staff regarding local service delivery at each school.
- Notify Ricoh of any changes to Location Service Contacts.
- Assign a Board Program Manager who will perform all the Board Program Management tasks and obligations defined in project plan.

### 7. Continuous Optimization

Continuous Optimization provides a validation and optimization of the original solution design and an ongoing service improvement throughout the duration of the Agreement, to support changing customer requirements and technological advances, on both a location level and enterprise-wide.



## Managed Print Services Order – Exhibit B

Ricoh shall provide continuous support to assist all schools to reduce overall print spend by introducing more efficient workflow solutions to improve productivity and reduce overall spend.

### Ricoh Responsibilities

Ricoh will:

- Continuous Optimization review meetings (quarterly at minimum) for each school as needed.
  - Present an analysis of current device utilization and placement, and recommend IMAC-D transactions to optimize the fleet.
  - Compare current color printing component (color volume as % of total print volume) with the component measured as a baseline average during the first 3 months and recommend actions that the Board can take with Ricoh assistance to stabilize or reduce the color component of print volume.
  - Update the status of ongoing Continuous Improvement projects.
  - Present recommendations for additional services or solutions designed to further reduce operating costs.
- Execute approved IMAC-D transactions according to the Board approved IMAC-D process.
- At Continuous Improvement meetings:
  - Present a plan for the upcoming period with the objective of reducing the total cost of ownership and/or improving productivity for the end user community.
  - Information and recommendations that suit the Board's strategic direction.
  - Better utilizing the Board's existing infrastructure if, and where, possible
  - Recommendations on process and workflow improvements
  - Opportunities for the Board to have a positive environmental impact
  - Execute approved Continuous Optimization solutions following the change request policy of the Board.

## Managed Print Services Order – Exhibit B

### The Board Responsibilities

The Board will:

- Provide written approval, rejection or suggested modification of recommended IMAC-D transactions within ten (10) business days of Continuous Optimization review meetings.

### Completion Criteria

This phase will be complete when the following occurs:

- Ricoh provides the quarterly Service Improvement Plan

### 8. Lifecycle Management

Lifecycle Management provides a fleet-wide approach to output asset management, with individual devices being tracked through each phase of their lifecycle: Deployment, In-service, Removal, and Destruction. Ricoh and the Board will develop a refresh strategy for all devices (Ricoh-supplied and retained products), to include anticipated refresh date and replacement. Ricoh will attempt to place each unit into a suitable environment. If that is not possible, Ricoh will ensure secure and environmentally friendly removal of all outgoing devices. Ricoh will work with CPS to determine the financial status of the device being removed (Leased, rented or owned). CPS will determine the disposition of those devices that are not leased through Ricoh or owned by the school. In order for a school to participate in the Managed Print Services program, all devices on program must be provided by Ricoh. Upon the Board or a school's request, Ricoh will provide reasonable assistance in identifying a vendor to assist the school with its disposal or buyout of any Board asset to be replaced. Ricoh will assist the Board in engaging the vendor and identifying the current device make and models. CPS acknowledges and agrees that Ricoh assumes no responsibility or obligation with respect to this third party and any agreement will be between CPS and the third party. CPS acknowledges and agrees that Ricoh assumes no responsibility for any buy-out or satisfying any lease with respect to the equipment being replaced by Ricoh.

### Ricoh Responsibilities

Ricoh will:

- Meet with at least one authorized representative for each school to verify equipment size, type, usage, and needs prior to ordering any new equipment.
- With the Board assistance and agreement, develop a Refresh Strategy Road Map at the start of the Managed Services phase, which includes anticipated refresh and replacement dates of each device model installed at the Board
- Update the Refresh Strategy Road Map and present it to the Board throughout the term of this Service Order.
- Provide an end user training kit for any new device types/models introduced into the fleet.
- .

### The Board Responsibilities

The Board will:

- Obtain any required internal approvals and sign-offs for the Refresh Strategy Road Map and updates thereto, within 10 business days of receiving the updated Road Map.
- Completion Criteria

This phase will be complete when the following occurs:

- Ricoh provides the Refresh Strategy Road Map

### 9. Service Desk

In conjunction with the Board Help Desk, the Ricoh Help Desk will answer questions about the devices from authorized users. The Help Desks will also attempt to diagnose and resolve device issues remotely, or dispatch maintenance technicians to resolve the issues on-site as necessary, according to the agreed escalation process and service levels.

### Ricoh Responsibilities

Ricoh will:

- Receive service requests and problem tickets from the Board Help Desk to Ricoh's call management system, during normal business hours for all devices.
- Validate the Board's service entitlement, as required.
- Answer inquiries on the features, functions and usage of devices.
- Use Ricoh's trouble ticket system to document, manage, categorize and track all requests for service, Problem reports and inquiries.
- Identify, escalate, manage the resolution of and close device incidents.
- Maintain a knowledge database, ensuring that it is available and is up-to-date to provide information to the Board help desk.
- Attempt remote problem determination and resolution in support of the Services after a ticket has been opened in the Board Help Desk.

## Managed Print Services Order – Exhibit B

- Escalate problems related to the services in accordance with the escalation process described in the MPS Site Procedures Guide.
- Provide at least regular reports to the CPS Project Manager on Service Desk incidents and the resolution of those incidents.

### The Board Responsibilities

#### The Board will:

- Provide Ricoh with a SPOC help desk contact for the purpose of working through any help desk issues.
- Provide the following support through the Board Help Desk:
  - First (1<sup>st</sup>) tier (telephone, email, etc.) support to all end users,
  - Resolution of user-correctable problems,
  - Resolution of the Board infrastructure (e.g. network, firewall, operating system, application, print queue and print driver) problems. Ricoh will open a ticket as needed through the Boards ticketing system,
  - Set and reset device passwords,
  - Set, reset and validate IP information
  - Assistance on Ricoh device and software setup and configuration for all operating systems and applications used by the Board.
- Provide access to the web-based training materials provided by Ricoh.
- Designate Location Service Contacts and backup who will:
  - Serve as the single point of contact for each site regarding device status, support, and toner and maintenance,
  - Work with the Board Help Desk to resolve user correctable problems,
  - Install the consumables and paper when needed.
  - Perform standard diagnostics (problem determination) and identify suspected failing components.
- Initiate calls to Location Service Contacts when required to assist in problem determination or resolution.
- Provide all support for problems or requests not related to the Services in this SOW.
- Designate the Board Help Desk focal point(s) and provide contact information to Ricoh (in electronic format).
- Resolve problems caused by the action or inactions of the Board or the Board's subcontractors that may impact Ricoh's provision of the services and notify Ricoh of the resolution, as appropriate.
- Ensure the Board personnel are available during the normal service hours to assist with problem determination and resolution, as appropriate.

### **10. Consumables Management Services for only Ricoh installed equipment.**

Ricoh will monitor the inventory of supplies for the Ricoh Covered Equipment and will order such supplies for delivery on a "just in time basis" at all Board locations.

### Ricoh Responsibilities

#### Ricoh will:

- Install FM Audit Onsite Software: Ricoh TRAC specifications at customer location(s) for the purpose of monitoring networked devices for consumables replacement alerts.
- Determine maximum & minimum supply levels per device to determine ordering needs, with the objective of maintaining a minimum of one (1) week consumable inventory at each location.
- Upon receipt of low toner alerts by Ricoh TRAC, Ricoh will order and deliver toner to the Location Service Contact.
- For the 42 W Madison Central Office location, on-site personnel will maintain consumables inventory for all devices at or above pre-determined levels. When toner level falls below minimum level, on-site Ricoh staff will order additional supplies to ensure toner availability. For all remote locations, supplies can be ordered from either Ricoh's remote monitoring software tool or a request from CPS staff.
- Provide the Board a process for ordering consumables for non-networked devices.
- Assist with the return of all empty consumables, recycling or re-using returned materials in an environmentally responsible way.
- Respond to user requests for replacement of defective cartridges or cartridges damaged in shipping.

### The Board Responsibilities

#### The Board will:

- Provide adequate locked storage capacity at staffed locations, as determined by Ricoh to meet service levels.
- Be responsible for physical control and risk-of-loss of any consumables stocked at the Board locations.
- At un-staffed locations, the Location Service Contact will return all empty cartridges to Ricoh for recycling by means of the Ricoh return labels.
- Provide all paper.
- Provide a current list of Location Service Contacts (primary and backup).
- Install user-installable consumables.

### 11. Equipment Asset Management Services.

Ricoh will perform an initial equipment inventory of all Board equipment to determine what equipment is covered by this Service Order and will update the Schedules to this Service Order to reflect any Additional Equipment located during such inventory. Any equipment located during such inventory will be Covered Equipment (as defined in Exhibit C hereto) under this Service Order, except as expressly set forth in writing by the Board. After the initial equipment inventory, Ricoh will continue to maintain and update the TRAC Asset Management Database to include the asset tag and agreed upon equipment information (including model, serial number and equipment location) for all Covered Equipment. Ricoh will obtain meter reads on a regular basis for all Covered Equipment; provided that the Board agrees to provide access to Ricoh on a timely basis. If the Board does not provide such access on a timely basis for any given item of Covered Equipment, Ricoh reserves the right to estimate the meter readings from previous meter readings for such Covered Equipment after the following has been attempted;

- Ticket escalation to get device back on network
- 3 attempted (phone, email, visit) contact with school site contact

Appropriate adjustments will be made to subsequent billing cycles following Ricoh's receipt of actual and accurate meter readings. As part of its Services, the Board acknowledges and agrees that Ricoh may place automatic meter reading units on the Covered Equipment in order to facilitate the timely and efficient collection of accurate meter read data on a regular basis. Ricoh agrees that such units will be used by Ricoh solely for such limited purpose.

#### Ricoh Responsibilities

Ricoh will:

- Tag all installed devices during the Implementation phase and enter device information into Ricoh TRAC.
- Register all new devices installed through the IMAC-D process.
- Track all devices in Ricoh TRAC software.
- Notify the Board of any missed readings from the data collection server through the monthly Missed Meter Read report.
- Maintain floor diagrams for all devices that are moved or added through the IMAC-D process.
- Provide and install Ricoh TRAC software.
- Assist with any network access and IP diagnostics in support of installation and performance of the data collection server.

#### The Board Responsibilities

The Board will:

- Provide, install and support data collection server(s) including FM Audit Onsite and any other collection software pertaining to this Service Order.
- Provide adequate network access for the data collection server to all devices.
- Provide necessary IP addresses for Servers and devices.
- Give Ricoh access remotely to run the monitoring software.
- Provide logical and physical access to the monitoring hardware for Ricoh to perform device and account management functions.
- Assist in providing information on all non-visible Ricoh assets as necessary
- Conduct annual audits of Ricoh's TRAC system at the Board's discretion, and assist Ricoh to resolve any discrepancies found.
- Assist in resolving asset tracking issues when requested by Ricoh via telephone by physically providing asset tag number and/or serial number on a given Ricoh device.

**12. Install, Move, and Add, Change and Dispose ("IMAC-D") Services.** Ricoh will record Covered Equipment IMAC-D data for any such actions with respect to the Covered Equipment taken by Ricoh as part of the Services. For any IMAC-D actions with respect to the Covered Equipment taken by the Board or any third-party vendor, Ricoh will record such data to the extent such data is provided to Ricoh by the Board or such third-party vendor, as applicable. Ricoh will provide access to such IMAC-D data to the Board in periodic reports and upon the Board's request. Ricoh also acts as a liaison between the customer and third party vendors when necessary to move Board owned equipment.

#### Ricoh Responsibilities

Ricoh will:

## Managed Print Services Order – Exhibit B

- Develop an IMAC-D process, form and checklist in compliance with The Board's current IMAC-D or Change Control Process and include it as part of the MPS Site Procedure guide that will be used for each IMAC-D transaction, regardless of whether it is performed by Ricoh, the Board or authorized contractors of either party.
- Move Ricoh manufactured devices on request from the Board
- Redeploy equipment as appropriate for efficient use according to Continuous Improvement.
- For each newly-installed device, conduct User Training as described in Education and Training Services.
- Dispose of removed devices in a certified environmentally responsible way.
- Update asset database and floor plans to reflect changes.
- Maintain documentation for the delivery of new Ricoh Devices to include pre-installation, installation and post installation operational checklist verification with the Board.

### The Board Responsibilities

#### The Board will:

- Review and approve Ricoh's IMAC-D process document to ensure compliance with the Board's documented change control process.
- For each IMAC-D transaction, provide Ricoh with any updates for the in-scope devices so that changes can be accurately reflected in subsequent billing reports.
- Make necessary changes to the Board building and IT infrastructure to accommodate the new, moved, upgraded or changed device, including millwork, site preparation, power, network ports and TCP/IP addresses, print server queues and drivers, and telephony changes, in advance of the IMAC-D action.
- Follow the agreed IMAC-D process for all device installations, changes, moves, additions and deletions, including those conducted by the Board personnel or the Board contractors.
- Will be responsible for any associated costs of moving 3<sup>rd</sup> party devices not serviced by Ricoh.

### 13. Remote Device Management

This service provides device management from an on-site or off-site location. Remote Device Management increases speed, quality and reliability of print fleet administration. The service monitors select critical alerts and use them to create service calls. Toner alerts may be issued and depending on the ability of the manufacturers equipment and can activate a supply order. Utilizing FM Audit Onsite and Ricoh TRAC allows Ricoh to provide accurate data for detailed billing and reporting.

### Ricoh Responsibilities

#### Ricoh will:

- For Discovery/Design/Project Management
  - Identify requirements for Remote Device Management Module.
  - Determine configuration needed for all components and modules.
  - Determine and define implementation plan and training schedule.
  - Determine and define ongoing support requirements.
- For Implementation
  - Collect and validate necessary information and format data for upload.
  - Upload all collected information and validate upload.
  - Install and configure solution components.
  - Tag each individual asset with a specific number and required information to identify the asset
- Install FM Audit Onsite technology on the Board of Education's network for the purpose of remote monitoring of devices.
- Provide on-site training for Board personnel.

### The Board Responsibilities

#### The Board will:

- Review and analyze the workflow, logistic, environmental, and technical requirements for this project as listed in Ricoh TRAC specifications and/or Exhibit D: ROI Print Manager Statement of Work.
- Provide print server/PC hardware, software and associated licenses and maintenance, including provisioning of additional any new servers/PC's that may be required for Ricoh to deliver the overall solution.
- Provide adequate secured space with network connection for FM Audit Onsite and/or ROI Print Manager.
- Provide IT Installation Assistance for which the Board IT representative is present and accessible during the implementation of the approved solution.
- Provide VPN access, Administration Rights to any hardware associated with this solution, Passwords and Logins as necessary.

## Managed Print Services Order – Exhibit B

- Provide Ricoh with system access and participate in the software installation.
- Ensure appropriate virus protection is enabled throughout the project on the server/PC for FM Audit Onsite.
- Provide ongoing technical support for the various software components.

### 14. On-line Services

Ricoh will provide online services to the Board through the RICOHMyRicoch.com will allow a customer to:

- Place service calls
- Order supplies
- View device status and service history
- View order history
- Track a shipped supply package
- Integrated with Ricoh's Knowledge Base

For Ricoh TRAC Implementation:

This bundled solution includes FMAudit Onsite for automatic meter read collection.

- Automatically retrieve meter read data from all network connected copier/printer devices on a scheduled basis.
- Obtain real-time information on each device including contract information and meter reads.
- Maintain a centralized repository of printer/MFP data.
- Manage service call requests associated with the managed devices.
- Manage inventory of associated supplies.
- Run Reports on device utilization on demand.
- Ricoh will install the most current commercial version of the FMAudit software at the time of implementation. Ricoh is not obligated to provide upgrades to the FMAudit Software under this Service Order. While, updates and patches are covered under the maintenance support provided for the Software, upgrades requested by CPS are subject to additional charges.

Ricoh Responsibilities

Ricoh will:

- Provide secure web access to the RicohDirect.com portal to the list of users designated by the Board Program Manager, secured by user id and password as issued by Ricoh.
  - Provide on-site training for Board personnel including:
    - Managing printer/copier meter data and supply inventory.
    - Managing response to requests, closing tasks, running reports, etc.
    - Basic maintenance and troubleshooting aspects of the system for oversight of Ricoh staff and this SOW.

The Board Responsibilities

The Board will:

- Maintain and provide to the Ricoh Program Manager a list of authorized users for RicohDirect.com access, including their contact information and authorization restrictions, if any; and
- Immediately notify the Ricoh Program Manager of personnel changes that require changes to the MyRicoch.com authorization for ordering of service and supplies.

### 15. Change Management

Change Management provides a process that ensures that all changes are identified, documented, approved and implemented in a consistent manner to minimize the impact of change on service quality. Ricoh will work with the Board in developing a comprehensive Change Management program for its employees.

Ricoh Responsibilities

The Ricoh MPS team will develop the program. Elements of the Change Management Program may include but not be limited to:

- A Board-specific branded theme (i.e. – “Better, Faster, & Greener”) developed by Ricoh Marketing using the Printers+ Change Management developed as part of an earlier Service Order as a base.
- The development of official marketing communications materials:
  - Official branded e-mail announcements endorsed by top management,
  - “Did you know” pamphlets/desk drops for end users,
  - Lobby/break room posters

## Managed Print Services Order – Exhibit B

### The Board Responsibilities

#### The Board will:

- Engage Senior Management to provide Board sponsorship.
- Identify and engage Management to provide primary sponsor for each location.
- Assemble the Board project team with the authority to make the change and should include end-users.
- Deploy/Distribute marketing communications within the Board organization.
- Facilitate learning events.

### 16. Change Control Process

Throughout the project, additional areas of opportunity may be identified that are outside the current scope of the SOW. The work required to implement these opportunities can be scoped and presented to the Board as additional project areas, with an additional cost. Changes to the scope of this SOW should be documented in compliance with the terms of the Change Management Process described in the Agreement. A Change Order Form (CO) may be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the project. The designated project manager of the requesting party will review the proposed change and determine whether to submit the request to the other party. Both project managers will review the proposed change and approve it for further investigation. Supplier will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW. A written Change Order must be signed by the authorized representatives of both parties and may require the written approval of the Board's General Counsel to authorize the implementation of the changes.

- A. **TRAC Solution®.** The TRAC (Trend, Reporting, Analysis and Communication) Solution is a web-based application and repository hosted by a third party application service provider (ASP) that is designed to enable centralized monitoring, tracking and management of the Covered Equipment and Services provided under this Service Order. During the term of this Service Order and provided the Board is not in default, the Board shall be entitled to receive access to the Basic TRAC Solution. To access and use the TRAC Solution, the Board shall be entitled to receive a confidential password, for which the Board shall assume responsibility to secure. The Board acknowledges that the information or data contained in any report or other document generated through the TRAC Solution that utilizes or incorporates the Board provided information is dependent upon the accuracy and completeness of such information. Ricoh shall not be responsible for any such inaccuracies, error or omissions resulting there from. The Board further acknowledges that the TRAC Solution is a proprietary solution to Ricoh and/or its third party ASP and that use and access shall be limited to internal business purposes only. Ricoh acknowledges that the Board shall be entitled to retain any proprietary rights it may have in the information provided to the TRAC Solution and the content of any reports generated there from, provided, however, that Ricoh may access the device (print, scanning, copy, location, meter) data contained in TRAC Solution and/or the reports generated from the TRAC Solution so that Ricoh can provide the Services required hereunder. If the Board terminates the Services provided by Personnel under this Service Order, the Board's access to any TRAC Services shall also be terminated. The Board must comply with the TRAC Solution subscription agreement located at <http://downloads.iofficecorp.com/servlet/servlet.FileDownload?file=015A0000001hoVE> the terms of which are incorporated herein by reference.

### B. Ricoh Output Design Assessment Tasks

- **Description of Services.** Ricoh shall provide the sales staff required to work with the Project Management office to maintain control of the assessment timetables and manage through the associated tasks and groups that will be associated with supporting assessment activity.
- Sales staff required to work with the Implementation Group to be trained, and develop a cadence for assessment completion.
  - They will also need to assist in development of collection criteria data points while on-site. The Implementation team must also be engaged HERE to ensure correct data points for TRAC are gathered.
  - They will need to work in coordination of the Ricoh Project Manager and the data entry team to complete the assessment process according to the parameters defined in the Implementation Statement of work.
- Ricoh Sales will work with CPS's Project Manager or his/her designee to identify schools in a "ready" state to participate in the district wide initiative and to receive rationalization/optimization activity.
  - Readiness criteria will need to be identified, but could include:
    - Equipment with remaining leases
    - Budgetary constraints (considered)
    - Willingness to participate in program
    - Requirements around on-site assessment activity identified
- Sales staff will work with schools, Project Management Organization, and Implementation Group to determine assessment schedule for schools determined to be in a "ready" state
- Sales staff will perform the required on-site assessment activity (data collection) per the data points defined (PMO notified)

## Managed Print Services Order – Exhibit B

- Sales will provide the data to the Implementation Group to create a current state map and data set (PMO notified)
- Implementation Group will send the current state map and data set back to sales (some engagement--phone/email--between sales and the Implementation Group may be required to validate information) (PMO notified)
- Sales staff will perform a review and create a final future state per location. This future state will be provided back to the Implementation Group (PMO notified)
- Implementation Group will create a final future state data set and maps back to sales for presentation to the customer (this is the first time any information should be shared with the customer) (PMO notified)
- Implementation Group will only process one customer driven revision per site/location (PMO notified)
- Confirmation from the school to opt-in is received from the customer (PMO notified)
- Rep makes appointment to visit the school
- Rep collects data on all devices, makes, models, volumes
- Rep validates ages and determines if the school is ready
- Build and train the assessment methodology program for the 4 local reps and onsite personnel working in the field
- Develop the data collection toolset to be used by the field reps
- Establish a cadence for collection and turnaround times for each site in coordination with the assigned PMO staff
- Receive all the completed data collection forms and maps to a centralized email address
- Process the data (remotely cleanse and standardize, and then validate with the field reps over the phone) to build a current state for each site
- Build current state maps
- Send the completed current state back (data and maps) to the field reps *for their future state designs* (per site)
- Generate final future state deliverables (data and maps) for delivery to back to the field reps - customer ready
- Sales reps to complete infrastructure assessment document
- Sales reps to forward infrastructure assessment document to analysts as part of the future state maps
- Sales reps to validate future state according to infrastructure assessment
- Rep presents current vs. future state
- Principal validates and signs off
- Rep orders new equipment and hands off to fleet team for delivery, installation, training, and optimization activities

## II. EQUIPMENT REPAIR AND MAINTENANCE AND SUPPLIES

### A. Equipment Repair and Maintenance Services.

**1. Description of Services.** Ricoh will at no additional charge to the Board, during Normal Operating Hours, repair or replace in accordance with the terms and conditions of this Service Order any part of the Covered Equipment which does not perform according to manufacturer specifications (“Equipment Repair and Maintenance Services”). Ricoh will perform Preventative Maintenance (“PM”) in accordance with the manufacturer’s suggested schedule. Ricoh will make commercially reasonable efforts to perform all PM visits during Normal Operating Hours and in a manner not to interrupt the normal operations for the Board. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used as determined by Ricoh in its sole discretion. All parts removed due to replacement will become the property of Ricoh. Ricoh labor for service calls specifically requested in writing by an authorized representative of the Board outside of Normal Operating Hours will be charged at the overtime rate set forth in Exhibit A to this Service Order.

**2. Space Requirements.** The Board will provide adequate electrical service, telephone service, custodial service, air ventilation, heating and cooling systems for any Covered Equipment and will provide the access needed for equipment maintenance, repair, installation and removal. The Board will designate a key operator for the Covered Equipment who will be primarily responsible for the use and care of the Covered Equipment on behalf of the Board, and will be the primary point of contact for Personnel on Covered Equipment-related matters. The Board will make key operators available for instruction in use and care of the Covered Equipment. Unless otherwise agreed upon by Ricoh herein, all supplies for use with the Covered Equipment will be provided by the Board and will be available “on site” for servicing. The Board agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

**3. Limitations.** The Equipment Repair and Maintenance Services provided by Ricoh under this Service Order will not include the following: (i) repairs or Software Support (defined below) resulting from misuse (including without limitation failure to maintain a proper environment for the Covered Equipment or software); (ii) repairs made necessary by service or relocation of the Covered Equipment performed by persons other than Ricoh representatives; (iii) parts no longer available from the applicable manufacturer; and (iv) electrical work external to the Covered Equipment, including problems resulting from overloaded or improper circuits. Damage to Covered Equipment or parts, except to the extent damaged by Ricoh, are not covered by this Service Order. In no event shall Ricoh be liable for any damages resulting from or related to any failure of software, including, but not limited to, loss of data or delay of delivery of Services hereunder. Ricoh assumes no obligation to provide or install any antivirus or similar software and the scope of services contemplated hereby does not include any such Services.



Managed Print Services Order – Exhibit B

4. Service Levels. Ricoh agrees to meet the following Service Levels:

**Quarterly Average Response Time**

Ricoh service technicians will meet a quarterly average response time of one (1) hour for telephone support and four (4) hours for on-site service calls for all Board service calls located within thirty (30) miles of a Ricoh service center.

**Uptime**

Ricoh-Provided Equipment will operate in accordance with the applicable manufacturer’s specifications and will be serviced in a manner designed to meet a minimum quarterly uptime average of ninety-seven percent (97%), which shall be calculated based upon an eight-hour business day and exclude normal preventive maintenance time and downtime attributable to the Board’s negligence.

In the event that Ricoh does not meet the required 97% uptime for any quarter, Ricoh agrees to provide CPS a credit of 5% of the fees for the quarterly volume of the affected device that did not meet the required 97%. The credit will be applied against the fees payable on the next billing cycle.

In the case of an element of the Service Levels under this Section II (A) (4) of this Exhibit B to Service Order not being achieved a resolution or remedy process is to be engaged. A resolution or remedy will be documented by a corrective action plan tied to an agreed upon timeline to bring the services within targeted standards within thirty (30) day timeframe. The remedy may require Fleet Manager corrective actions, the addition of incremental capacity, modification to service process due to changes in Facilities Logistics and Environment. Damage to Covered Equipment or parts, except to the extent damaged by Ricoh, are not covered by this Service Order. In the event that any Ricoh-Provided Equipment requires (3) or more service calls within (30) consecutive calendar days for the same or similar hardware defect, then Ricoh shall be responsible for the replacement of such Equipment within thirty (30) days notice, if Ricoh is to continue to provide Service on such Equipment pursuant to this Service Order.

**B. Parts and Supplies.** Ricoh will provide certain supplies in connection with its Equipment Repair and Maintenance Services, in accordance with the following Service Coverage plans:

	Maintenance Parts	Labor	Consumables Toner, Ink	Preventative Maintenance Kits	Additional Supplies Staples	Paper
Silver	YES	YES	YES	YES	No	No

Any supplies provided by Ricoh in connection with its Equipment Repair and Maintenance Services will be provided in accordance with manufacturer’s specifications. If Ricoh determines that the Board has used more than the manufacturer’s recommended specifications for supplies provided by Ricoh, in addition to the Minimum Fees, Ricoh will bill the Board for the excess supplies at Ricoh's then current supply cost pricing and/or refuse additional supply shipments.

**EXHIBIT C -- ROI PRINT MANAGER SOW**

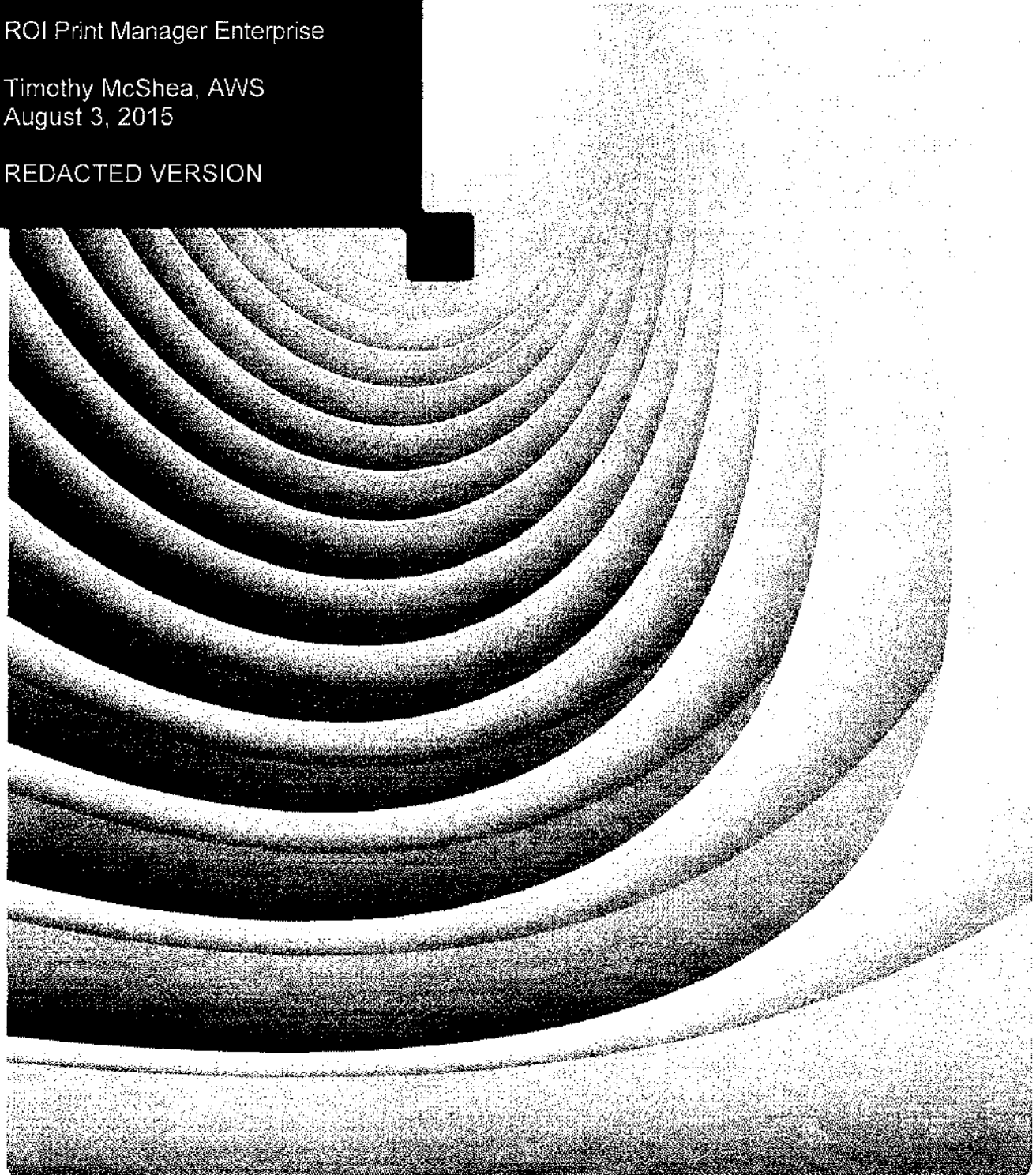
## Statement of Work

Created for Chicago Public  
Schools

ROI Print Manager Enterprise

Timothy McShea, AWS  
August 3, 2015

REDACTED VERSION



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<p>SOW Design Record #: 17069110</p>
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## Introduction

Ricoh USA, Inc. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the **ROI Print Manager Full Implementation** project (the "Project") at the Board of Education of City of Chicago, commonly known as Chicago Public Schools ("Customer", "CPS", and "Board"). This SOW is made pursuant to the Products and Services Agreement effective July 1, 2015 ("Agreement") by and between Ricoh and Customer. All terms and conditions of the Agreement are incorporated by reference into this SOW and made a part hereof. All capitalized words used but not defined in this SOW will have the meanings given to them in the Agreement.

Ricoh has outlined the Project scope and costs for the Project. The service costs outlined in this document are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

This SOW sets forth the terms and conditions under which Ricoh and or its subcontractors will provide certain services to the Board for the completion of the Project. The Board acknowledges and agrees that certain services will be performed by Print Control Software, Inc. ("PCS") and KBS, subcontractors for Ricoh, but the parties agree that Ricoh retains ultimate and final financial and legal liability and obligation for any services performed or failed to be performed under this SOW, whether directly by Ricoh or by one or more of its subcontractors.

## Project Objective

The **CUSTOMER** is looking for a solution to track print costs for administration, staff and faculty users and provide rule-based printing to drive print costs down across the enterprise. One objective of this project is to install and configure ROI Print Manager Software on Customer's network to provide long-term assessment data for business decisions and equipment utilization. In addition Customer has decided to implement the Rules Based Printing/Behavioral module for end user education and to formulate an enterprise print strategy utilizing actual print costs at the Customer. This will allow a method to guide end users into choosing the most cost effective print device available and drive print cost savings to the Customer. Customer will be able to statistically understand the true cost of print operation and the actual realized savings to their organization.

The users will consist of the existing Administrative Users at four (4) Central Office locations, thirteen (13) Remote-Regional Offices, and up to 578 Enterprise Schools that execute a Product Schedule as further described in the Service Order. Ricoh will maintain a list of schools that are participating in the program and record and track their "on board date" in a database maintained by Ricoh that will be shared with Customer. Schools will be designated as "participating" to reflect the pool of schools that have been on boarded (see On board Process). Schools may choose to use Ricoh devices and receive regular maintenance services instead of participating in the Managed Print Services Program ("MPS"). Schools choosing to receive maintenance services outside of the MPS shall not be included in the list of participating schools as described in this SOW.

This solution will provide reports on users, devices and department printing (Appendix B shows complete list of reports) to assess the print behaviors and to provide meaningful data to create print rules and best practices. A pop-up screen will appear when users have violated a print rule with a custom message and present the user with directions on desired printing. As part of this contract Ricoh will provide regularly scheduled reports and consulting services to CPS's ITS Project Manager and other individuals as designated by CPS to understand areas of print behavior that are outliers along with recommendations to reduce print cost through various print rules. These meetings and their frequency are detailed in this document

All Costs associated with ROI Print Manager are part of the Cost Per Copy price from the MPS billing. **CUSTOMER** will not be billed additionally for these products and services.

The software and services described in this statement of work are for the implementation of the following project items:

- Create a Design Document
- Design and perform implementation plan
- Install and configure ROI Print Assessment software on customer provided Print Server
- Gather and document Customer's actual print costs
- Define Rules and End User Behavior Message
- Test per the testing and acceptance criteria outlined in this proposal
- Provide regular and ongoing consulting to interpret print behavior reports and make recommendations to reduce overall print cost
- Input actual Customer Costs
- Receive final customer signoff

## **Project Scope**

The scope of this project will focus on installation, configuration, and successful implementation of the ROI Print Manager software and ongoing consulting services as defined in the Design Document from the Discovery and Design Phase.

## **Services included in the project scope**

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the project. See below under "Services Detail" for a complete description of these tasks.

- Design and perform solution implementation plan
- Install and configure ROI Print Manager Administrator software on Customer's Print Server in the IT Department
- Configure agent distribution file
- Assist customer with software configuration, Customer will provide Ricoh with cost models for black and white and color for each device type.
- KBS, on behalf of Ricoh, will perform Consulting Services to analyze and research the print reports looking for outliers and making recommendations for cost reduction through print rules.
- Develop ROI Print Manager agent on up to five (5) workstations for each Customer location. Customer will be responsible for pushing out the agents and installing all Mac desktops.
- Project Management

## **Services excluded from the project scope**

This project does not cover the following functions or deliverables.

- Desktop support and troubleshooting. This will be covered by a separate Time and Materials contract.
- Network sizing, capacity analysis and performance considerations
- Print Server Sizing, capacity analysis and performance considerations
- Workstation performance and Operating System identification
- Custom coding or programming (except where specified in this SOW)
- End-user training beyond the train-the-trainer sessions specified in this SOW

- Any student-related print or copy output tracking

## Client locations included in the project scope

The following Customer locations are included in the scope of this project. Any additional locations will require the execution of a Change Order.

- Central Office locations include:
  - 42 W Madison/1 N Dearborn (same building with two addresses)
  - 501 W. 35<sup>th</sup> Street
  - 4655 S. Dearborn Street
  - 2651 W. Washington Blvd.
- Remote-Regional locations include (includes Network Office locations):
  - 54 W. Hermitage Avenue
  - 2935 W. Polk Street
  - 3235 W. 47<sup>th</sup> Place
  - 4638 W. Diversey Place
  - 2622 W. Jackson Blvd.
  - 567 W. Lake Street
  - 5101 West Harrison Street
  - 2245 W. Jackson Blvd.
  - 1201 W. 115<sup>th</sup> Street
  - 4720 S. St. Louis Avenue
  - 11424 S Western Ave, 60643
  - 6533 S Stewart, 60621
  - 6323 Avondale, 60631
- Individual school locations that sign a Product Schedule, in the same form as that attached to and incorporated to the Service Order as Schedule 2, shall be added to this list.

The Board and Ricoh may agree to add/remove Central Office and Remote-Regional Office locations over the Term of the Agreement, and any such location change will be documented by an Addendum to the Enterprise-wide Managed Document Services signed by the authorized representatives of both parties in accordance with the Change Management Process Section of this Agreement. The removal of a site location and the associated decrease in devices used shall not relieve the Board of any payment obligations associated with the MPS program.

## Services Detail/Project Scope

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the "Services") of the project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

### 1. Project Management

Ricoh will provide a Project Manager to coordinate the delivery and integration of Ricoh components of the solution. The responsibility of the Project Manager will be as follows:

- Deliver and review SOW with Customer.
- Develop the Ricoh project schedule and deliverable lists of Ricoh components.
- Coordinate and manage the activities of the Ricoh project personnel.
- Act as single point of contact for the Customer Project Manager to ensure that project requirements are met and for reporting and resolution of all project issues.



- Assist the Customer Project Manager with administration of the project.
- Apply knowledge, tools, and techniques to project activities to ensure that Customer needs and expectations are met.
- Coordinate meetings, discussions, and delivery of needed materials between Customer and Ricoh.
- Manage the day-to-day activities of the Ricoh project team.
- Coordinate the assessment and delivery of Ricoh change control items.
- Escalate issues to the Customer Project Manager for resolution.

**Deliverables:** Present and review the SOW with Customer resources.

Present the Project Plan during the Planning Phase.

**Checkpoints:** The Customer Project Manager will review and sign off on the Project Plan/Timeline. The Customer Project Manager will review the project documentation with the Ricoh Project Manager at regular intervals.

## 2. Discovery & Design

If they have not already done so, Ricoh's project team may request preliminary surveys from the Customer end users, IT personnel, and/or management, to gather preliminary business and technical requirements. While much of this information may have been shared during presales discussions, it is important for Customer to provide, in writing, the needs, goals and benchmarks requested in these surveys. This will insure that all requirements and expectations are accurately communicated from project launch to completion. It will also assist Ricoh in ensuring the Discovery is properly planned and executed. The Customer Survey for ROI is presented in the Appendix.

**The following must be completed by the customer during this phase:**

- Customer must read the Network Impact Document
- Customer must read the Hardware Specification Document
- Customer must fill out and return the Network Checklist to Ricoh

Completion of the above items is primarily the responsibility of Customer and should be returned in a timely manner as agreed by the Customer and Ricoh. A delay in receiving this information could stall project launch. Any information from the above items, which suggest requirements outside the project scope in this Statement of Work, shall be addressed through the Change Control Procedures defined in this document.

Once the informational surveys have been completed, Ricoh, along with the Customer project team members, will jointly gather, develop, and finalize the business and technical requirements for the solution. These requirements will be translated into an Assessment Design Document.

Ricoh will also include an estimate for the addition of any unforeseen requirements and customizations. (Unknown, undefined or unforeseen customizations to system functionality are not necessarily included in the original quote, proposal, or in this SOW.)

Topics for Discovery and needs analysis are:

- Review and analyze the workflow, logistic, environmental, and technical requirements for this project.
- Validate the preliminary requirements and configurations defined in this SOW.
- Define any previously ambiguous or newly discovered requirements.
- Develop a reasonable implementation schedule.
- Transcribe requirements into a concise Assessment Design Document.

Ricoh and Customer project team members will jointly gather, develop, and finalize the technical requirements for the solution. These requirements will be translated into a Technical Design Document. Ricoh will also provide Change Orders for the addition of any previously unforeseen requirements and customization's not included when estimates provided prior to the completion of the Design phase were prepared.

**The Technical Design documents will include:**

- Minimum system requirements
- Targeted servers
- Targeted workstations
- Agent deployment methodology
- Testing criteria
- Final budget estimate for the remainder of the project (if different than the estimates provided as part of this Statement of Work).

**Deliverable:** Ricoh will present Technical Design documents that will specify and finalize the necessary requirements to implement the business requirements.

**Checkpoint:** Customer will sign-off on the Technical design specifications and approve commencing the Planning Phase of the project.

### 3. Planning

Once the Design Document(s) have been approved, the Ricoh Project Manager will create the project plan. If indicated in the proposed design, Ricoh may develop a prototype for customer approval. The Planning Phase also includes any necessary off-site development, which will occur at the Ricoh location site prior to on-site installation.

The Planning Phase activities include:

- Design implementation plan to include expected timeframes for all equipment delivery dates, installation, and network configuration.
- Schedule date for software delivery
- Schedule dates for software installation – trial
- Schedule time for full deployment
- Schedule time to review data and configure rules
- Determine end date
- Determine length of time for testing

**Deliverable:** Ricoh will present the project plan to include the above items

**Checkpoint:** The Customer Project Manager will review and signoff on the project plan.

## 4. Implementation

In this phase, Ricoh will install, configure and test the solution as defined in the Design Document and approved by Customer. [REDACTED]

## User Acceptance Testing [REDACTED]

## 5. Support

Provided that Customer has current support coverage in place with the applicable third party software manufacturer ("Software Manufacturer") and paid the applicable maintenance fees, Ricoh shall provide Customer with the following technical support for the following software: ROI Print Manager ("Software"). Customer will place a call to the Ricoh Customer Support Desk ("CSD") at 1-888-424-1573 or 1-800-706-4566 any time from 8 am to 8 pm EST, Monday through Friday. There is no limit on the number of times Customer can call, and no other "per-call" or "per-minute" charges. The Ricoh CSD will log the call and attempt to provide Level 1 Support (described below) over the phone. If onsite assistance is required, then the Ricoh CSD will contact the local Ricoh Area team and notify them of the request. The local Ricoh Area team will contact Customer and dispatch an Analyst if applicable.

**Level 1 Support:** means services to resolve application and integration problems, e.g., assisting Customer staff with questions from users, operators and administrators. Specifically, Ricoh will use commercially reasonable efforts to identify and isolate the cause of Customer's request for support and attempt to resolve problems related to the Software prior to requesting Level 2 Support.

**Level 2 Support:** means that Ricoh will engage the Software Manufacturer to diagnose, analyze and troubleshoot and any reported problem with or relating to the Software.

**Level 3 Support:** means that Ricoh will engage the Software Manufacturer to examine and test the Software to determine if the Software is functioning and performing as designed.

Ricoh shall have no obligation to support: (i) Software modified without Ricoh's and/or the Software Manufacturer's consent, (ii) use of the Software other than in accordance with the end user license agreement between Customer and the Software Manufacturer or the Software's documentation, or (iii) Software installed on any computer hardware or used with any software not specified in the Software documentation or otherwise authorized by Ricoh and/or the Software Manufacturer in writing.

### **Software Maintenance Coverage**

- New Version Updates to Software
- New Version Upgrades to Software
- Patches to Software

Software updates, upgrades and patches are only covered/available if Customer is current on their support. The software maintenance coverage described above will be renewed annually. Customer will be billed separately for annual maintenance costs associated with the third party software. The annual maintenance costs associated with the third party software are captured in the coverage costs that the Board may have to pay; the Board shall not be separately charged for any software maintenance costs during the Term of the Agreement or any Renewal Terms.

### **Not Covered by Annual Software Maintenance**

- On-Site installation of Updates, Upgrades or Patches
- On-Site Service or Support
- Installation of updates, upgrades and patches are not included in the annual software maintenance. If Customer desires Ricoh to provide these services, Ricoh is willing to provide these services at its standard time and materials rate. The parties shall agree to an amendment to the Agreement that will be signed in compliance with the Change Management Process Section of the Agreement and that shall set forth the additional services to be performed by Ricoh and the compensation for said additional services.

## **Customer Roles and Responsibilities**

### **Customer Roles**

Any successful project is a cooperative effort. With that in mind, the following section provides information on the roles and responsibilities expected of the Customer project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessarily mean that a separate Customer resource is required.

### **Project Manager**

Customer will provide a designated Project Manager who will:

- Assist with the development of the overall Project Plan/Timeline and/or implementation schedule.
- Escalate issues to senior management for resolution.
- Conduct project meetings; and prepare meeting minutes and status reports as necessary.
- Assist with the change control procedure for those tasks that are outside the scope of the services defined in this SOW and the Design documents, including obtaining authorized signatures for Change Orders.
- Obtain the required authorized signoffs at the completion of the Ricoh deliverables.

### **End User Representative**

Customer will designate an End User Representatives who will:

- Possess a solid understanding of the business processes as well as the overall project objectives.
- Be available throughout the Discovery, Design, and Implementation Phases of the project.
- Be available to answer questions or provide input during the project.

### **System Administrator**

Customer will designate a System Administrator who will:

- Be the focal point for the day-to-day administration of the application.
- Work with the Ricoh project team during the System Integration Test as necessary.
- Be available for training as specified in the Project Plan.
- Be available to provide application support as necessary.

### **Technical Support**

Customer will designate a Technical Support person who will:

- Provide Ricoh with system access and participate in the software installation.
- Provide Ricoh with LAN access and participate in the PC workstation software configuration, if necessary.
- Execute appropriate backups of the development, test, and production environments.
- Ensure appropriate virus protection is enabled throughout the project.

- Provide ongoing technical support for the various software components.
- Be available for training as specified in the project plan.

## Facility availability

Customer will also arrange the following:

- Provide a workspace for the Ricoh project team with a telephone and the appropriate system access for installation, setup, and testing.
- Make available a meeting room with projector and white board (or flip chart) for the training sessions, if necessary.
- Order the necessary supplies as required during the project.

## Customer General Responsibilities

If the project is to be successful, Ricoh makes the following assumptions as general Customer obligations:

- Customer will provide a single point of contact for project coordination with Ricoh.
- Customer signoff of each phase and milestone as requested before commencement of another phase or milestone.
- Customer will provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges.
- Customer will provide any necessary passwords for network, domain, Internet, and server access to our technical resources.
- Customer will ensure the network is in proper working order in a stable environment.
- Customer will have all infrastructure components (switches, hubs, routers, etc.) installed and functioning prior to workstation installation.
- Customer will ensure all of the existing workstations are in proper working order in a stable environment.
- Customer will ensure any additional cable points required are in place and functioning as per manufacturer specifications.
- Customer will ensure purchase orders are issued in a timely manner, to ensure that hardware and software (if required) will be obtained before the commencement of any phase.
- Customer understands any hardware or software not available may delay the timetable for the project.
- Customer will inform Ricoh if there is an equipment delay.
- Customer understands no configuration outside of the requirements for the product being installed will be performed.
- Customer will ensure hardware and software provided to Ricoh that was not purchased from Ricoh is free from defects and is in working order.
- Customer understands if hardware is defective, there may be a time delay while the equipment is replaced.
- Customer will provide the necessary power and access to power sources for all equipment during the installation.
- Customer will be responsible for configuration of all remote end user's personal computers outside of the designated home locations.
- Customer has performed a complete and verified backup prior to the start of any phase of the project.
- Customer will ensure accuracy of data/information supplied to Ricoh.

- Customer understands that Ricoh relies on immediate clarification and resolution regarding the integrity of data/information supplied to Ricoh.
- Customer will manage the demands of other business endeavors at the implementation site(s).
- Customer will provide a list of key resources for areas affected by the project to the Ricoh Project Manager prior to the project kickoff, including: Name, Title, Responsibility, Phone, and Email wherever possible.
- Customer will provide any and all training not listed in this SOW to the end users.

Customer may request that Ricoh assist with the completion of any of the above-mentioned responsibilities; however, the Professional Services hours necessary to complete such tasks have not been accounted for within this SOW.

## Other Customer Responsibilities

The successful completion of the Services depends on the full cooperation and participation of Customer. Ricoh's performance, and all timelines and Fees are dependent upon the availability, completeness and accuracy of necessary information and data; the availability of key personnel, and upon Customer's timely and effective performance of its responsibilities hereunder. Delays, inaccuracies or omission in the performance of these responsibilities may result in additional charges and/or delay of the completion of the Project, and may incur additional charges pursuant to the change order provisions hereof. Customer shall be responsible for and agrees to:

- Provide Ricoh with access to, and agree that Ricoh may rely upon the accuracy, timeliness and completion of, all necessary internal Customer data, including but not limited to reports, current analysis documents and other information Customer supplies as needed to define technical requirements (if applicable).
- At no charge to Ricoh, provide Ricoh with such access to its facilities, networks, software and systems as may be reasonably necessary for Ricoh to perform the Services. Where Ricoh requires on-line or remote access to Customer's systems in order to provide the Services, Customer shall provide appropriate communication software and/or establish dedicated connections with Ricoh. Customer agrees that if access to Customer's systems requires a separate agreement, such agreement is subject to the limits of liability of this SOW.
- Assign a dedicated internal project manager with full decision making authority, and to coordinate and make reasonably available its technical personnel, managers and other employees necessary to facilitate Ricoh's performance of the Services.
- Fully cooperate and ensure that all "responsibilities", "requirements" or "assumptions" set forth in the SOW have been satisfied.
- Define its own business objectives and requirements relevant to the Services.
- Timely meet any deadlines for actions or decisions, including the review and acceptance all deliverables.
- Provide all training for its users with respect to the Services except as specifically provided by Ricoh herein.
- If this SOW is dependent upon the availability of certain hardware, software, data or documentation, Customer agrees to cause those items to be available, installed, configured and operational in advance of commencement of the Services.
- Obtain all "Required Consents" that are necessary for Ricoh's performance of the Services. A "Required Consent" means any consent, license, permit or approval required to give Ricoh the right or license to access, use and/or modify the hardware, software, firmware and other products owned or used by Customer, without infringing the ownership or license rights (including patent and copyright) of the third party providers or owners of such products.

- Not use the Services for any unlawful purpose. Without limiting the foregoing, Customer shall not use the Services to (i) invade another person's privacy; post, transmit or disseminate material that is obscene, profane, pornographic, abusive, defamatory or otherwise offensive or objectionable, (ii) achieve unauthorized access to any computer systems, software, data, or any confidential or proprietary material of any other person, without the knowledge and consent of such person, (iii) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material that is protected by copyright, or other proprietary right, without obtaining permission of the copyright owner or right holder, or (iv) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of any Service or the Internet, including, without limitation, posting or transmitting any information or software that contains a virus or other harmful or debilitating feature.
- Be solely responsible for (i) the selection and implementation of procedures and controls regarding access, security, virus protection, encryption, use and transmission of data, (ii) any data and databases entailed in the Services or any deliverable, and (iii) backup and recovery of any database and any stored data to prevent data loss due to any cause.

## Project Assumptions

To execute the Project successfully, several key assumptions have been made. Any change in these assumptions may result in a change in scope, which will be addressed through the Change Control process, and may result in additional charges and/or delay of the completion of the Project.

- All Services will be performed at Customer's site or offsite by Ricoh's technical resources, as agreed by Ricoh and Customer.
- All discussions of Project duration are dependent upon a timely reception of requisite POs and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will not be able to start work until after this SOW has been signed and a Purchase Order received. Resources can only be allocated and scheduled once a copy of the signed SOW is received by Ricoh.
- While scheduling changes do not generally result in a billable change of scope, they could affect the availability of resources for both Ricoh and Customer and delay the completion of the Project.
- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Services provided outside of Ricoh standard business times and hours will be considered out of scope and will be handled as a change order at standard overtime rates if Customer requests it.
- Ricoh has included Services for documentation based on Ricoh's standard RMF methodology. Ricoh has based the documentation Services on the use of Ricoh templates and standard content typically delivered by Ricoh in a ROI Print Manager Full Implementation Project.
- This pricing is provided for informational purposes only and is not an additional cost to the Cost Per Copy pricing Ricoh has presented to CUSTOMER.
- The Cost Per Copy pricing includes ROI licensing, annual maintenance and support (No –onsite), Installation (one Admin Console per 5000 users), project management and Consulting Services to generate print behavior reports, deliver to Customer locations and make recommendations to reduce print cost through print rules. While these costs are included in the Cost Per Copy pricing adding new schools will require a Product Schedule to be signed by the CUSTOMER's ITS Project manager or his/her designee for each site.

- **CUSTOMER** will provide Ricoh with the necessary access, passwords, login, admin rights and technical assistance to perform our duties to implement this solution in a timely manner.
- **CUSTOMER** is responsible for providing server and operating system software that meets the requirements for ROI Print Manager as specified in Appendix A.
- **CUSTOMER** will be responsible for providing remote access to Ricoh for the purpose of performing server software installation services. No onsite assistance for installation or support of the server software is included in the pricing.
- All services described in this document will be performed by Ricoh Professional Services and or their subcontractors.
- On-site Desktop support to troubleshoot issues with deploying the Agent for the new Enterprise Schools will be addressed by a separate Change Order or amendment to the Agreement that is not included in the Cost Per Copy pricing. The parties shall agree to a Change Order or an amendment to the Agreement that will be signed in compliance with the Change Management Process Section of the Agreement and that shall set forth the additional services to be performed by Ricoh and the compensation for said additional services. The **CUSTOMER** will be responsible for providing equal levels of on-site IT support staff to assist with any troubleshooting performed by Ricoh, either remote or on-site.
- Standard product documentation from the manufacturer will be provided to the **CUSTOMER**. No custom documentation is included as part of this project.
- The **CUSTOMER** will provide Ricoh with a single domain for all servers on each database build.
- PCS, or such other subcontractor as may be designated by Ricoh and as agreed by Customer, on behalf of Ricoh will be responsible for working with **CUSTOMER** IT staff to test, develop and deploy the initial desktop Agent for each school. **CUSTOMER** will be responsible for deploying all additional desktop Agents.
- **CUSTOMER** will be responsible for installing Agents on all Mac desktops. Supported Mac operating systems are provided in Appendix A.
- Per the manufacturer (PCS), the look and feel of the product should be consistent on either Windows or Mac desktops.
- Ricoh will provide a list of supported desktop operating systems.
- The scope of the project does not include copy tracking or control, secure print, follow-me print, card readers, and scanning for any students nor does it include any student print/quota.
- ROI Print Manager will be removed from the Start button on desktops to prevent users from deleting the Agent.
- The ROI Print Manager agents should be deployed to client workstations only. Agents are not to be deployed onto servers.
- Domain Administrator rights are required for deploying client agents.
- The installer will need Domain access rights on the Admin Console machine to be able to push the agent across the network if using ROI's internal push technology.
- ROI Agents use HTTP and XML over port 80 to communicate to the ROI Print Admin Console. The ROI Print Admin console should not have other applications that utilize Port 80 loaded.
- Antivirus software can be installed on the printer management console and Clients and should not affect the operation of ROI.



- ROI software works fine with Antivirus software in most configurations. If the Antivirus software is at its most restrictive settings, it may try to block the Client Agent from installing. In this case, an exception can be created within the antivirus software if needed.
- The specific files that should be excluded in a restrictive AV environment are: actrl.exe, tca.exe, and xcmd.exe. In very restrictive environments xcmdsvc.exe and tcalog.exe may need to be excluded as well.
- The ROI Print Admin console cannot have a personal firewall on until all agents are installed and reporting in.
- Client Workstations must have their personal firewalls disabled if using ROI's internal push technology to deploy the agents. Once the agent is deployed and communicating, the firewall can then be raised and it will communicate through it fine.
- If there are personal firewalls up throughout the network and they don't want to disable them, an .MSI package can be created using ROI's Agent Packager and the agent can be deployed via login script, SMS, group policy or most 3rd party push utilities. These methods install the agent before the firewall is activated.
- When deploying the agent, write permissions to the registry are required.
- To deploy via ROI's built in push technology, domain admin rights are required on the ROI Admin Console for deployment.
- **CUSTOMER** must provide service account login.
- **CUSTOMER** must utilize supported web browsers.

### Completion Criteria

When the Services detailed in this SOW have been completed and demonstrated, the Project will be considered complete and Ricoh will request Customer signoff. Customer agrees to sign the Solutions Delivery and Acceptance document in a timely manner. Notwithstanding the foregoing, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services described in this SOW.
- This SOW is terminated in accordance with the Agreement. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

### Acceptance Criteria

Ricoh has created the following testing and acceptance criteria to enable a successful completion of the project to the satisfaction of both Ricoh and Customer. These criteria are used to issue invoices between Ricoh and its subcontractors for services rendered based on the milestone payment schedule defined in the Pricing section of this SOW.

Description	Milestone
Installation of 2nd Admin Console, ROI Custom Report, Central Office Reports, Remote-Regional Office Reports	1

Central Office Reports, Remote-Regional Office Reports and School Reports	2
Central Office Reports, Remote-Regional Office Reports, and School Reports	3
Central Office Reports, Remote-Regional Office Reports	4

**Change Control**

Changes to the scope of the Services shall be made only in a written document signed by the authorized representatives of both parties pursuant to the Change Management Process Section in the Agreement. Some changes may require the Board’s General Counsel written approval. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written document including a Change Order must be signed by authorized representatives of both parties and may require the written approval of the Board’s General Counsel to authorize the implementation of the changes.

**Professional Services Fees**

All fees associated with this project (unless specifically stated), are included in the Cost Per Copy:

**Payment Schedule**

Prices stated in the payment section are already included in the Cost Per Copy pricing. The Customer will not be charged the costs additionally. The purpose of these milestones is to provide a control instrument for the Professional Services portion of the Managed Print contract and to serve as a trigger to pay vendors and subcontractors. The Milestones listed below reflect all consulting and installation labor, software subscription and annual software telephone support and maintenance.

Description	Milestone	Date
Installation of 2nd Admin Console, ROI Custom Report, Central Admin Reports, Remote-Regional Office Reports	1	30-Sep

Central Admin Reports, Remote-Regional Office Reports and School Reports	2	30-Dec
Central Admin Reports, Remote-Regional Office Reports, and School Reports	3	30-Mar


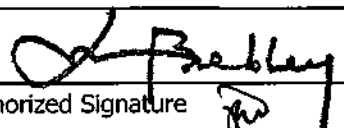
Central Admin Reports, Remote-Regional Office Reports	4	30-Jun
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This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.


**RICOH PRELIMINARY REVIEW**

Preliminary Review Signature - Approval (Branch Management – SrMoD)	Name and Title	Date

**CUSTOMER ACCEPTANCE**

		9/7/15
Authorized Signature	Lachlan Tidmarsh Chief Information Technology Officer	Date
		9-8-15
Authorized Signature	James L. Bebley General Counsel	Date

**RICOH ACCEPTANCE**

	CHRISTIAN ERICKSON MARKET VICE PRESIDENT	Sept 03, 2015
Authorized Signature (MI, SrMoD, MVP or Higher)	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.

## Appendix A

### Recommended Hardware

#### ROI Admin Console Minimum Hardware Specifications:

Intel Celeron 2.20GHz 1GB RAM 40GB HD with 20GB Free space

Larger networks may require more robust hardware for the Admin Console machine.

#### ROI Admin Console Requirements:

Microsoft Windows 2003, 2008 (32 and 64bit)

SQL Server 2005 or newer (SQL 2005 Express is packaged with ROI software) NET Framework v2.0 minimum

ROI Print Manager Server Software downloaded (from <http://www.roiprintmanager.com/support>)

#### Internet Information Server (IIS) with the following components:

1. Common Files
2. FrontPage 2000 Extensions (Print Management Mode only)
3. Internet Information Services Snap-In
4. World Wide Web Server

#### SERVER 2003 IIS Components:

- Install IIS along with ASPNET
- Make sure Active Server Pages and ASP are allowed under the Web Server Extensions in IIS Manager.
- Worker Processes should be limited to 5
- ASP.NET state service should be started and set to automatic.

#### SERVER 2008 IIS Components:

- Make sure IIS6 Compatibility components are fully installed.
- Background Intelligent Transfer Service (BITS) is fully installed.
- Ensure the ROI Webserver Application pool is set to integrated
- See Screen shot for Web Server Components.

#### Client Agent Software Requirements:

OS support: Windows NT, 2000, 2003, 2008, XP Pro, Vista, Windows 7, Mac OSX 10.4 and above (Home versions not supported) (32 and 64 bit versions are supported)

**Agent is 7.49MB installed**

**Internet Explorer 5.0 or higher is required.**

**Windows NT 4.0 Service Pack 3 or higher is required.**

**To guarantee accuracy of data recorded by the Agents, monitored applications must use the Standard Microsoft Windows printing subsystem.**

**ROI Print Manager utilizes TCP/IP port 80 by default.**

Citrix: ROI Print Manager is a Citrix certified application. For Citrix installs, careful note should be taken for the hardware specs of the Citrix servers. I.E. HD space, processor, RAM and number of users logged into the server at one time (Load).

ROI Large Networks:

In networks of 2,000 workstations or greater, a full version of MS SQL is required.

In networks of over 5,000 workstations, multiple ROI Admin Consoles may be required.

Large networks can utilize multiple ROI admin consoles as needed (I.E. multiple sites/cities). The data can be recombined into one report as needed. Alternatively, one ROI Admin Console can be used for multiple sites / Cities dependent on the hardware specification and network load.

## Appendix B

### Reports

Executive Summary  
Top 20 High Volume  
Top 20 Most Expensive Users  
Top 20 Most Used Printers Make/Model  
Top 20 Most Used Printer  
Top 20 Most Expensive Printers Make/Model  
Top 20 Most Expensive  
Top 20 Least Used Printers Make Model  
Top 20 Least Used Printers  
Percentage of Volume by Job Size  
Percentage of Jobs by Page Volume  
Overall Job Type Percentage  
Total Pages Per Day  
Average Hourly Print Volume  
Top 10 Application Usage by Volume  
Top 10 Applications for Largest Print Jobs  
Application Usage by User  
User Print Volume  
User Printer Volume  
Print Cost  
Print Device Cost Grouped by Type  
Detailed Costing Models  
Device Summary  
Drivers in Use  
Device Cost  
Volume by Manufacturer  
Volume by Device  
Monthly Average User

## Appendix C

### ROI Survey

What date and time do you plan to install?	Date:		Time		
Who is the IT contact on-site?	Name:		Phone:		
Hardware / Software Specs for ROI Admin target Machine	Proc Speed:	Ram:	HD size:	OS:	
Number of computers to be deployed to?	#:		<i>installing</i> <i>rep sign here:</i>		
How are they to be licensed? PA, PR or PM?	Print Assess (30 day)		Print Server	Print Management	
Are personal firewalls active in the Network?	Yes	No			
How is software currently deployed?	SMS	Zenwk	Login Script	Group Policy	Other
Do you have Laptop users?	Yes	No			
Are any apps using the Webservice on the target ROI Admin Console box?(Port 80)	Yes	No	Explain:		
Will you collect data from multiple domains?	Yes	No			
Will you collect data from multiple sites / buildings / Cities?	Yes	No			
Will your network allow ROI to dial in remotely for support?	Yes	No			
Are you printing from apps that don't use Windows Printing?	Yes	No			
Is any job tracking software currently running on the network?	Yes	No			
Do you have a mixed OS environment?	Yes	No	# IPP	# MAC	#OTHER
Are you running a VM environment?	Yes	No			
Are you running Citrix in your environment?	Yes	No	# of Users per server	Server Specs	
Can you ping computers by Name?	Yes	No			
Can you access computers shares at \\computername?	Yes	No			
Are you running AV in your environment? What type?	Yes	No	Type:		
Version of Mac OS on Client Workstations					
Do you agree to assist with possible troubleshooting if required?	Yes	No	Signature:		

**EXHIBIT D – Enterprise-wide Managed Print Services SOW**

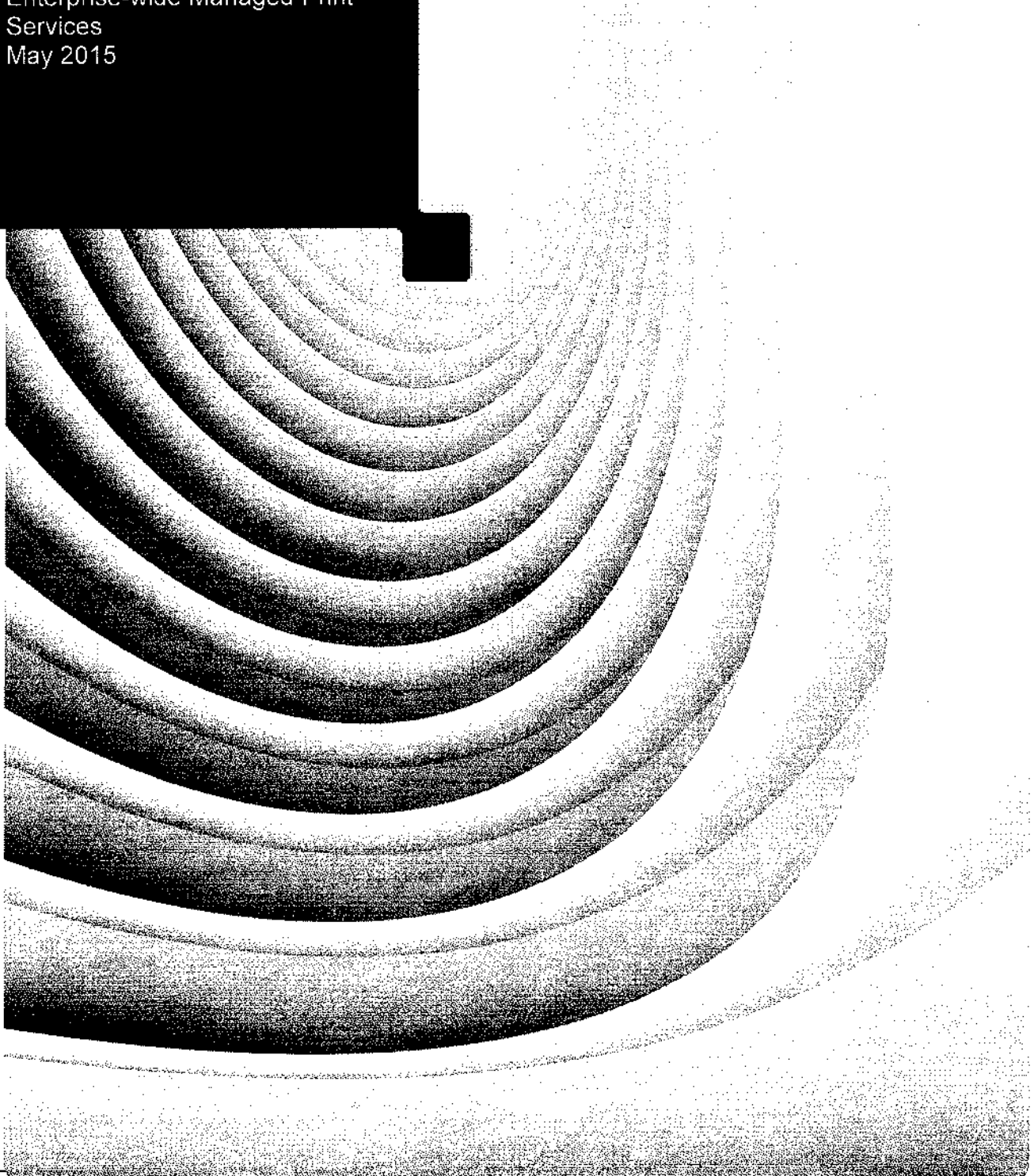


# Statement of Work

Created for Chicago Public  
Schools

Enterprise-wide Managed Print  
Services  
May 2015

**RICOH**  
imagine. change.



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## Introduction

RICOH USA, INC. ("Ricoh") has prepared the following Enterprise-wide Managed Print Services ("MDS") Statement of Work ("SOW") to detail services for the Managed Print Services ("MPS") Program Implementation (the "Project") at the Board of Education of the City of Chicago, commonly known as Chicago Public Schools (CPS) ("Customer"). This SOW is made pursuant to the Products and Services Agreement dated July 1, 2015 (the "Agreement"), by and between the parties hereto and is incorporated into the Enterprise Services Order for CPS Managed Print Services ("Service Order") as Exhibit D. The Service Order in turn is attached and incorporated into the Agreement as Exhibit 2. All terms and conditions of the Agreement are incorporated into this SOW and made a part hereof. All capitalized words used but not defined in this SOW will have the meanings given to them in the Agreement. In the event of a conflict between the terms of this SOW and the terms in the Agreement, the Agreement shall prevail.

## Project Objective

This SOW focuses on the "Enterprise MPS Program" relationship between Ricoh and CPS. "The Enterprise Program" is defined as:

Ricoh providing Managed Print Services to include: "Central Office," "Remote-Regional", and "School" Locations. "Central Office" and "Remote-Regional" locations are identified below. School locations shall include individual CPS school locations that enter into and sign a Product Schedule in the form attached and incorporated into the Service Order as Schedule 2. It is anticipated that 300 individual school locations will be participating in the MPS program. Charter schools are not included at this time, but may opt to participate in the program at a later date.

Ricoh will implement the MPS Program following the steps as defined within this SOW. The objective of the implementation will include:

- Refresh of the Central Office MPS Services, to include validation of the devices, technology, and the managed services provided under the program.
- Refresh of the Non-school Satellite locations, to include validation of the devices, technology, and managed services provided under the program.
- New Implementation of up to 300 CPS schools to be included as part of the MPS program for CPS. The objective for each participating school is to renew the equipment and bring those locations under the MPS program. The following is a summary of the steps expected as part of this objective for the CPS school locations:
  - Current State Analysis and Future State Recommendation with pricing
  - Order, install, and setup of the new equipment and removal of old equipment.
  - System setup and configuration of asset management and monitoring systems
  - Implementation of print related process documents for each location
- Ricoh will work with CPS to develop and co-author print related documents, including service management process workflows and management data reports.

- Once the MPS Implementation activities are complete for each location, Ricoh Managed Services personnel will begin the ongoing management of the MPS program for the remainder of the Agreement's Term, including any Renewal Terms.

## Project Scope Overview

### Services included in the project scope

Upon signed Agreement, which includes the execution of this document, the authorization to proceed will result in the completion of the following steps which define the MPS Implementation. The referenced functions and deliverables will be fulfilled within the scope of the project. See below under "Services Detail" for a complete description of these tasks.

#### Managed Print Services Implementation encompassing the following phases:

- Project Management - Project Kickoff
- Current State Analysis and Future State Recommendation with pricing (Schools only)
- Ordering, delivery, and installation of new Ricoh equipment (Schools only)
- Implementation of Ricoh Intelligent Device Monitoring software (All Locations)
- Post Installation MPS program Asset Discovery & Tagging (All Locations)
- Asset Data loading or validation into Ricoh required databases & Asset Reconciliation of Ricoh databases (All Locations)
- Development and Documentation of MPS Ricoh-Client processes, policies and reporting (All Locations)
- Project Close and Handoff to Ricoh Managed Services Operations (All Locations)

The project will focus on the specified client locations and projected device numbers and types, based upon the assumptions from the sample projections and the Client Findings & Recommendations presentation/meeting:

- - Central Office locations include:
    - 42 W Madison/1 N Dearborn (same building with two addresses)
    - 501 W. 35<sup>th</sup> Street
    - 4655 S. Dearborn Street
    - 2651 W. Washington Blvd.
  - Remote-Regional locations include (includes Network Office locations):
    - 54 W. Hermitage Avenue
    - 2935 W. Polk Street
    - 3235 W. 47<sup>th</sup> Place
    - 4638 W. Diversey Place
    - 2622 W. Jackson Blvd.
    - 567 W. Lake Street
    - 5101 West Harrison Street
    - 2245 W. Jackson Blvd.
    - 1201 W. 115<sup>th</sup> Street
    - 4720 S. St. Louis Avenue

- 11424 S Western Ave, 60643
- 6533 S Stewart, 60621
- 6323 Avondale, 60631
- Devices are comprised of:
  - Ricoh Network connected multi-function and printer devices (All Locations)
  - Calendar Year Print spend (device and supply spend)
- Data collection, for Central Office, Remote-Regional Office locations, collectively, not to exceed the following:
  - 250 devices
- Current State Analysis, Future State recommendations, equipment ordering, delivery and installation, Data collection, per individual school location, not to exceed the following:
  - Technical and High Schools: 100 devices
  - Junior High Schools: 50 devices
  - Elementary Schools: 25 devices
- Should the actual number of devices, number of locations, or timelines exceed the estimates outlined in this SOW by more than 5%, Ricoh will notify the Customer and, if Customer would like for Ricoh to support the additional devices or locations, an amendment to the Agreement signed by the authorized representatives of each party and approved by the Board's General Counsel, in conformance with the Change Management Process section of the Agreement, will be executed. The device population, project timelines, and costs will be adjusted to account for the change of scope outlined in the SOW.

### **Services Excluded from the Project Scope**

This Project does not cover the following functions or deliverables.

- Network environment considerations, including sizing, capacity analysis, and performance
- Server Management
- Support (in any capacity) of any non-Ricoh device at any school location
- Customized Management Reports not specifically outlined in this SOW

## Project Scope Detail

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the "Services") of this project described in this SOW throughout the Term of the Agreement, including any Renewal Terms. Ricoh shall provide the Services at the Customer locations set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

## Locations and Associated Tasks

### Network Offices

- Ricoh will provide asset identification and asset ID tagging
- Ricoh will provide system setup and configuration of asset management and monitoring systems

### Non-School Satellite Locations

- Ricoh will provide asset identification and asset ID tagging
- Ricoh will provide system setup and configuration of asset management and monitoring systems

### CPS School Locations

- Ricoh will perform a Current State Analysis
- Ricoh will create a Future State Recommendation with pricing
- Ricoh will present the Future State for consideration and acceptance to CPS IT and Principal (for school locations)
- If future state is accepted by CPS, CPS will provide to Ricoh a Purchase Order and Product Schedule that is, as described below, consistent with the Sample Product Schedule that is attached and incorporated into the Service Order as Schedule 2
- Ricoh will order, install, and setup the new equipment.
- CPS will be responsible and accountable to arrange for removal of old equipment with assistance from Ricoh MS personnel using the IMAC-D process
- Ricoh will provide asset identification and asset ID tagging
- Ricoh will provide system setup and configuration of asset management and monitoring systems

### All Locations

- Create print related process documents:
  - Print Policy
  - IMAC-D Process workflows. ( Install, Add, Change, Dispose)
  - Service Delivery Strategy
  - Supplies Delivery Strategy
  - Reporting Requirements

## Implementation Services Detail

### Project Management – All Locations

Ricoh will provide a Project Manager to coordinate the delivery and integration of Ricoh components of the solution. The responsibility of the Project Manager will be as follows:

- Deliver and review SOW/project objectives with Customer
- Validate/introduce internal & external resources within Ricoh and Customer organization
- Coordinate and manage the day to day activities of the Ricoh project personnel according to the project schedule and expected deliverables.
- Manage effort and timing associated with data collection discovery process at CPS locations
- Manage effort and timing associated with data processing, map and data lists
- Manage timing associated with data validation between Ricoh and CPS
- Manage effort associated with ordering process
  - Manage effort associated with tagging
- Manage effort and timing associated with delivery scheduling
- Validate scope of assets under contract
- Manage effort associated with entering supported equipment into TRAC and FMA

**Resources:** Ricoh Project Mgr (To be assigned)  
Ricoh Solutions Integrator – MDS  
Ricoh Sales Staff  
Client Project Mgr  
Client IT contact

**Deliverables:** Present and review the SOW with Customer resources.  
Finalize the Project Plan and distribute.

**Checkpoints:** The Customer Project Manager will review and sign off on the Project Plan/Timeline.  
The Customer Project Manager will review the project documentation with the Ricoh Project Manager at regular intervals.

### Current and Future State Assessment – CPS School Locations Only

- Process specific to Individual School Locations:
  - CPS will identify a school that is eligible for inclusion in the program and provide maps for that school
  - Ricoh Sales team member will visit school, collecting required data points and map devices on CPS provided maps
    - This will entail visiting each device and printing out configuration pages or documenting the meter reading (beginning meter read) for each device
    - Sales Team to conduct Infrastructure assessment to ensure power and network availability.

- Ricoh Sales team member will provide maps and data collection points to Ricoh's Output and Distribution Team
- This set of data will be processed by Ricoh's Output and Distribution Team to provide current state maps and asset listings
- This set of data will be evaluated by Ricoh Sales and future state will be created
- The current state and future state data and mapping "proposals" will be evaluated by Ricoh Sales and the corresponding CPS contact for that specific school:
  - Ricoh and CPS will review the proposal to identify whether any further modifications are necessary to the proposed equipment recommendations
  - Ricoh and CPS Contact will agree upon and finalize the Ricoh Product Schedule for new Ricoh equipment
  - The principal for that school and the CPS Project Manager will sign finalized Ricoh Product Schedule
  - CPS Contact will provide a CPS purchase order to obtain equipment
- Appropriate equipment will be ordered
- Equipment will be tagged according to standard in Ricoh's warehouse location
- Equipment will be delivered to CPS school location
- Equipment will be installed by third party installer or Ricoh at no additional cost to CPS
- After 2 weeks (minimum) Ricoh shall engage third party resource to schedule pick-up of old CPS devices with notice to CPS Contact and CPS Project Manager.
- Ricoh shall coordinate pick-up of those devices for CPS. Any rebate check for the CPS owned devices shall be cut directly to CPS.

*Ricoh's ability to provide accurate and timely recommendations that are based on this information is contingent on Ricoh receiving this information from CPS within the agreed upon timeline.*

**Resources:** Ricoh Solutions Integrator - MDS  
Ricoh Sales Staff  
Ricoh Output and Distribution Staff  
Ricoh Project Management Staff  
Ricoh Region Implementation Managers-MDS as required

**Deliverable:** TRAC Data Collection form  
Completed Device Inventory and Location List

**Checkpoint:** Asset Data submitted to Ricoh Solutions Integrator – MDS, for review

### **Implementation of Intelligent Device Monitoring Software – All Locations**

Ricoh will set up the support software for the MDS Program.

- Work with CPS IT to complete surveys for both software installs
- Load FM Audit software on CPS's network
- Deliver training for Ricoh TRAC to client end users if applicable
- Implementation of Ricoh TRAC system for Ricoh Operations personnel



- Resources:** Ricoh Solutions Integrator – MDS  
Ricoch Project Management Staff  
Ricoch Sales Staff  
Client Project Mgr  
Client IT Staff
- Deliverable:** FMAudit White Paper  
FMAudit Onsite Server Survey  
TRAC Survey  
TRAC Training
- Checkpoint:** Customer Completed and Signed Surveys  
Completed Software Installation

### **Asset Discovery and Tagging – All Locations**

Ricoh will inventory and tag all assets in scope as defined within Client Findings & Recommendation report/meeting.

- This set of tasks will be managed by Ricoh’s Project Management Team, with visibility extended to: Ricoh teams (Implementation, Operations, Sales, Output & Distribution), CPS contact specific to school or office location, where appropriate
- This set of tasks will be executed by Ricoh’s Project Management Team, utilizing collection tools created/modified by Ricoh’s Solutions Integrator, MDS
- Process specific to Central Office, Remote Central Offices and Network Offices:
  - CPS will provide maps for any location for which Ricoh Maps do not already exist
  - Ricoh will utilize existing Ricoh maps for any location for which Ricoh Maps already exist
  - Ricoh Sales team member will visit location, collecting required data points on the TRAC Data Collection Form and map devices on CPS provided/Ricoh maps
    - This will entail visiting each device and printing out configuration pages or documenting the meter reading (beginning meter read) for each device
    - Sales Team to conduct Infrastructure assessment to ensure power and network availability.
  - Ricoh Sales team member will provide maps and data collection points to Ricoh’s Output and Distribution Team
  - This set of data will be processed by Ricoh’s Output and Distribution Team to provide current state maps and asset listings
  - This set of data will be evaluated by Ricoh Sales and future state will be created

Prior to all other processes/activities being executed, the following two processes and documents must be defined and agreed upon:

- Process Development
  - Install, Move, Add, Change, and Dispose (IMAC-D)

- **Print Policy Development**
  - Facilitate the development of a Print Policy with CPS

While data on all device types will be mapped and recorded for the “current state” per specifications in this SOW (“Overview,” section 1), only Ricoh network connected devices will be supported in the program going forward.

### **Asset Loads into Ricoh Required Databases & Asset Reconciliation of Ricoh Databases**

Ricoh will load appropriate Ricoh Assets (deemed “in program”) into the Ricoh required databases, and perform an asset reconciliation of those assets to resolve any discrepancies.

**Resources:** Ricoh Solutions Integrator – MDS  
Ricoh Project Mgr  
Ricoh Sales Staff  
Ricoh Integrated Account Manager - Operations  
Ricoh Region Implementation Managers – MDS (as required)  
CPS Project Manager (validation)

**Deliverable:** Ricoh Asset Databases, reconciled

**Checkpoint:** The customer Project Manager will review and sign off on the Project Plan/Timeline.

### **Development and Documentation of MDS Ricoh-Client processes, reporting and policies**

Work with Ricoh MS Operations (IAM) and customer to design the required processes to successfully manage the ongoing solution.

- **Process Development**
  - Install, Move, Add, Change, and Dispose (IMAC-D)
  - Service & Supply Strategy
  - Other (customized needs)
- **Print Policy Development**
  - Facilitate the development of a print policy with the Customer
- **Reporting Requirements**
  - Confirm Reporting Requirements. Custom reports requirements reviewed and priced.
- **Ensure that appropriate roles are defined and assigned for ongoing continuous improvement**
- **Assist in on-boarding of MS Operations employees to support account.**

*The operations team is to be engaged in the development of client-facing documents as these become the source components of the Site Procedures Guides.*

**Resources:** Ricoh Solutions Integrator - MDS,  
Ricoh Sales Staff  
Ricoh Integrated Account Manager - Operations

- Deliverable:** MDS Print Policy  
MDS Service Design Document, including process description, process maps and responsibility matrix.  
Sample TRAC Reports  
Custom Report Pricing
- Checkpoint:** Customer will sign off on Print Policy  
Customer will sign off on MDS Service Design Document.  
Customer will sign off on custom report designs

### **Project Close and Handoff to Operations**

Ricoh Implementation Staff will formally transition ownership and management of reconciled databases of the CPS schools to the Integrated Account Manager on the operations staff.

- Resources:** Ricoh Solutions Integrator - MDS  
Ricoh Integrated Account Manager - Operations  
Ricoh Project Mgr  
CPS Project Mgr
- Deliverables:** Ricoh Asset Databases, reconciled  
MDS, Ricoh & CPS processes, reporting and policies

**Checkpoints:** The Customer Project Manager will review and sign off on the Project Plan / Timeline.

## **Customer Roles and Responsibilities**

### **Customer Roles**

Any successful project is a cooperative effort. With that in mind, the following section provides information on the roles and responsibilities expected of the CPS project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessarily mean that a separate CPS resource is required.

#### **Project Manager**

CPS will provide a designated Project Manager who will:

- Assist with the development of the overall Project Plan/Timeline and/or Implementation schedule.
- Escalate issues to CPS project sponsor for resolution.
- Attend project meetings; and prepare meeting minutes and status reports as necessary.
- Assist with the change control procedure for those tasks that are outside the scope of the services defined in this SOW and the Design documents, including obtaining authorized signatures for Change Orders.
- Obtain the required authorized signoffs at the completion of the Ricoh deliverables.
- Add any additional Customer Project Management requirements that may apply.

#### **Project Sponsor**

Customer will designate a Project Sponsor who will:

- Possess a solid understanding of the business processes as well as the overall project objectives.
- Be available to answer questions, provide input and make project decisions when necessary during the project.

**Facility availability**

CPS will also arrange the following:

- If on-site work is required, provide a workspace for the Ricoh Project Manager with a telephone and the appropriate system access.
- Order the necessary supplies required during the project.
- Be available to provide onsite facility access and support as necessary.

**Customer General Responsibilities**

If the project is to be successful, Ricoh makes the following assumptions as general Customer obligations:

- CPS will ensure accuracy of data and information supplied to Ricoh.
- CPS understands that Ricoh relies on prompt clarification and resolution regarding the integrity of data and information supplied to Ricoh.
- CPS will manage the demands of other business endeavors at the implementation site(s).
- CPS will provide a list of key resources for areas affected by the project to the Ricoh Project Manager prior to the project kickoff, including: Name, Title, Responsibility, Role, Phone, and E-mail wherever possible.

CPS may request to have Ricoh assist with the completion of any of the above-mentioned responsibilities; however, the PMO Services hours necessary to complete such tasks have not been accounted for within this document and would be added, as appropriate, via a Change Order.

**Acceptance Criteria**

RICOH has created the following testing and acceptance criteria to enable a successful completion of the project to the satisfaction of both Ricoh and Customer.

Milestone
1. Customer has approved the SOW and Project Schedule
2. Tagging, data loading and reconciliation have been completed
3. Processes, policies and reporting have been developed and documented
4. Handoff to operations is complete
5. CPS Contact has approved and signed close out

**Change Control**

Changes to the scope of the Services shall be made only in a written document signed by the authorized representatives of both parties and only in compliance with the Change Management Process described in the Agreement. Some changes may require the written approval of CPS's General Counsel. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. In

addition to the requirements set forth in the Change Management Process, the following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Order (CO) may be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on schedule, and other terms and conditions of this SOW.
- A written Change Order must be signed by the authorized representatives of both parties and may require written approval from CPS's General Counsel to authorize the implementation of the changes.

## Project Assumptions

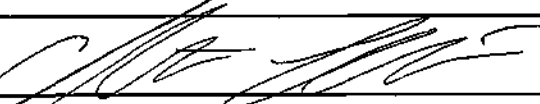
To execute the Project successfully, several key assumptions have been made. Any change in these assumptions may result in a change in scope, which will be addressed through the Change Control process, described above, and may result in additional charges and/or delay of the completion of the Project.

- All Services will be performed at Customer's site or offsite by Ricoh's technical resources, as agreed by Ricoh and Customer.
- All discussions of Project duration are dependent upon a timely reception of requisite POs and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will not be able to start work until after this SOW has been signed- Resources can only be allocated and scheduled once a copy of the signed SOW is received by Ricoh.
- While scheduling changes do not generally result in a billable change of scope, they could affect the availability of resources for both Ricoh and Customer and delay the completion of the Project.
- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Services provided outside of Ricoh standard business times and hours will be considered out of scope and will be handled as a change order at standard overtime rates if Customer requests it.
- Ricoh has included Services for documentation based on Ricoh's standard Ricoh Management Framework methodology. Ricoh has based the documentation Services on the use of Ricoh templates and standard content typically delivered by Ricoh in an MDS Implementation Project.

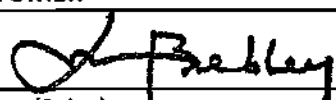

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

**RICOH USA, INC.**

By:		
Ricoh Internal Review Signature	Name and Title	Date

By: 	CHRISTIAN ERICKSON MARKET VICE PRESIDENT	SEPT 03 2015
Ricoh Authorized Signature	Name and Title	Date

**CUSTOMER**

		
Name (Print) James L. Bebley General Counsel		Location

		9/7/15
Authorized Signature Lachlan Tidmarsh Chief Information Technology Officer		Date

**Exhibit E – DMNX SOW**

# Statement of Work

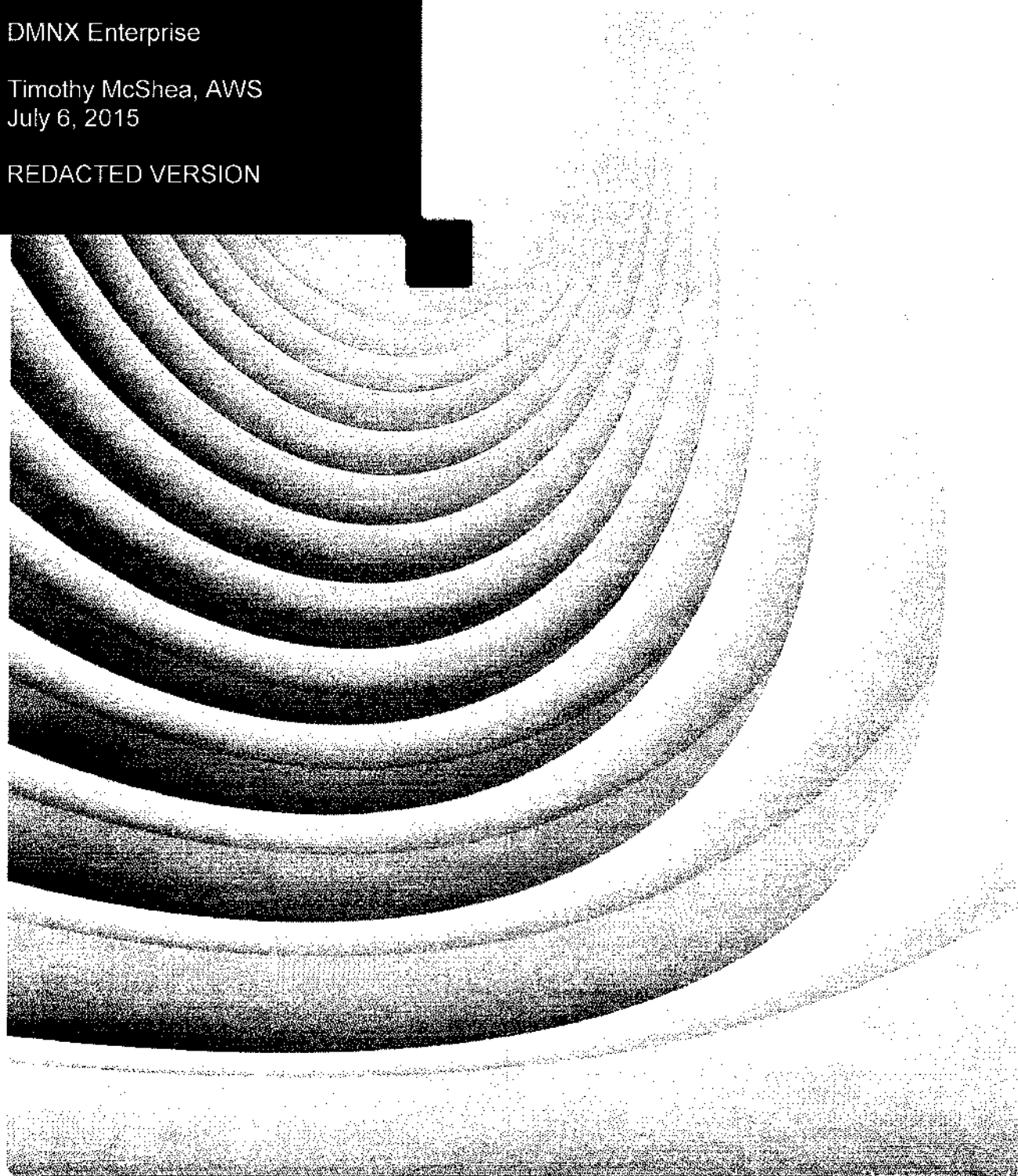
Created for Chicago Public  
Schools

DMNX Enterprise

Timothy McShea, AWS  
July 6, 2015

REDACTED VERSION

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## Introduction

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Ricoh USA, Inc. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the **DMNX Implementation** project (the "Project") at Board of Education of Chicago, commonly known as **Chicago Public Schools** ("Customer", "CPS", and "Board"). This SOW is made pursuant to the Products and Services Agreement effective July 1, 2015 ("Agreement") by and between Ricoh and Customer. All terms and conditions of the Agreement are incorporated by reference into this SOW and made a part hereof. All capitalized words used but not defined in this SOW will have the meanings given to them in the Agreement.

Ricoh has outlined the Project scope and costs for the Project. The service costs outlined in this document are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

The Board acknowledges and agrees that certain services will be performed by subcontractors for Ricoh, but the parties agree that Ricoh retains ultimate and final financial and legal liability and obligation for any services performed or failed to be performed under this SOW, whether directly by Ricoh or by one or more of its subcontractors.

## Project Objective

The **CUSTOMER**, is looking for a device management tool for them to view the Enterprise inventory. This tool will be provided by Ricoh but will be managed and administered by the **CUSTOMER**. The tool will provide advanced Output Device (MFP/SFP) Monitoring, Administration, and Control capabilities to realize. The DMNX Enterprise software and optional @Remote module can provide the following features.

- Device Security Implementation, Auditing, Reporting, and Enforcement
- Automated Meter Reading
- Automated Device Service Alerting
- Centralized Administration and Authority Management
- Distributed Device Management
- User tracking for monitoring, control, and accounting
- Real-time reporting and dashboards

This tool will be installed by Ricoh who will train the designated **CUSTOMER** contact on the use of the tool. The **CUSTOMER** will be responsible for providing a server

All Costs associated with ROI Print Manager and DMNX are part of the Cost Per Copy price from the MDS billing. **CUSTOMER** will not be billed additionally for these products and services.

The software and services described in this statement of work are for the implementation of the following project items:

- Implementation and Training of Customer managed DMNX software tool
- Receive final customer signoff

## **Project Scope**

~~The scope of this project will focus on installation, configuration, and successful implementation of the DMNX software as defined in the Design Document from the Discovery and Design Phase.~~

### **Services included in the project scope**

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the project. See below under "Services Detail" for a complete description of these tasks.

- Design and perform solution Implementation plan
- Install and configure DMNX software on Customer's Print Server in the IT Department
- Configure agent distribution file
- Assist customer with software configuration, Customer will provide Ricoh with cost models for black and white and color for each device type. KBS, on behalf of Ricoh, will perform Consulting Services to analyze and research the print reports looking for outliers and making recommendations for cost reduction through print rules.
- Develop DMNX agent on up to five (5) workstations for each Customer location.  
Customer will be responsible for pushing out the agents and installing all Mac desktops.
- Project Management

### **Services excluded from the project scope**

This project does not cover the following functions or deliverables.

- Network sizing, capacity analysis and performance considerations
- Print Server Sizing, capacity analysis and performance considerations
- Workstation performance and Operating System identification
- Custom coding or programming (except where specified in this SOW)
- End-user training beyond the train-the-trainer sessions specified in this SOW

## Client locations included in the project scope

---

The Central Office locations and the Remote-Regional locations identified in the ROI Print Manager Implementation SOW are included in the scope of this project. Any additional locations will require the execution of a Change Order and may incur additional costs.

### Services Detail/Project Scope

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the "Services") of the project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

### 1. Project Management

Ricoh will provide a Project Manager to coordinate the delivery and integration of Ricoh components of the solution. The responsibility of the Project Manager will be as follows:

- Deliver and review SOW with Customer.
- Develop the Ricoh project schedule and deliverable lists of Ricoh components.
- Coordinate and manage the activities of the Ricoh project personnel.
- Act as single point of contact for the Customer Project Manager to ensure that project requirements are met and for reporting and resolution of all project issues.
- Assist the Customer Project Manager with administration of the project.
- Apply knowledge, tools, and techniques to project activities to ensure that Customer needs and expectations are met.
- Coordinate meetings, discussions, and delivery of needed materials between Customer and Ricoh.
- Manage the day-to-day activities of the Ricoh project team.
- Coordinate the assessment and delivery of Ricoh change control items.
- Escalate issues to the Customer Project Manager for resolution.

**Deliverables:** Present and review the SOW with Customer resources.

Present the Project Plan during the Planning Phase.

**Checkpoints:** The Customer Project Manager will review and sign off on the Project Plan/Timeline. The Customer Project Manager will review the project documentation with the Ricoh Project Manager at regular intervals.

## **2. Discovery & Design**

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If they have not already done so, Ricoh's project team may request preliminary surveys from the Customer end users, IT personnel, and/or management, to gather preliminary business and technical requirements. While much of this information may have been shared during presales discussions, it is important for Customer to provide, in writing, the needs, goals and benchmarks requested in these surveys. This will insure that all requirements and expectations are accurately communicated from project launch to completion. It will also assist Ricoh in ensuring the Discovery is properly planned and executed. The Customer Survey for ROI is presented in the Appendix.

**The following must be completed by the customer during this phase:**

- Customer must read the Network Impact Document
- Customer must read the Hardware Specification Document
- Customer must fill out and return the Network Checklist to Ricoh

Completion of the above items is primarily the responsibility of Customer and should be returned in a timely manner as agreed by the Customer and Ricoh. A delay in receiving this information could stall project launch. Any information from the above items, which suggest requirements outside the project scope in this Statement of Work, shall be addressed through the Change Management Process Section of the Agreement.

Once the informational surveys have been completed, Ricoh, along with the Customer project team members, will jointly gather, develop, and finalize the business and technical requirements for the solution. These requirements will be translated into an Assessment Design Document.

Ricoh will also include an estimate for the addition of any unforeseen requirements and customizations. (Unknown, undefined or unforeseen customizations to system functionality are not necessarily included in the original quote, proposal, or in this SOW.)

Topics for Discovery and needs analysis are:

- Review and analyze the workflow, logistic, environmental, and technical requirements for this project.
- Validate the preliminary requirements and configurations defined in this SOW.
- Define any previously ambiguous or newly discovered requirements.
- Develop a reasonable implementation schedule.
- Transcribe requirements into a concise Assessment Design Document.

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Ricoh and Customer project team members will jointly gather, develop, and finalize the technical requirements for the solution. These requirements will be translated into a Technical Design Document. Ricoh will also provide Change Orders for the addition of any previously unforeseen requirements and customization's not included when estimates provided prior to the completion of the Design phase were prepared.

**The Technical Design documents will include:**

- Minimum system requirements
- Targeted servers
- Targeted workstations
- Agent deployment methodology
- Testing criteria
- Final budget estimate for the remainder of the project (if different than the estimates provided as part of this Statement of Work).

**Deliverable:** Ricoh will present Technical Design documents that will specify and finalize the necessary requirements to implement the business requirements.

**Checkpoint:** Customer will sign-off on the Technical design specifications and approve commencing the Planning Phase of the project.

### **3. Planning**

Once the Design Document(s) have been approved, the Ricoh Project Manager will create the project plan. If indicated in the proposed design, Ricoh may develop a prototype for customer approval will be created. The Planning Phase also includes any necessary off-site development, which will occur at the Ricoh location site prior to on-site installation.

The Planning Phase activities include:

- Design implementation plan to include expected timeframes for all equipment delivery dates, installation, and network configuration.
- Schedule date for software delivery
- Schedule dates for software installation – trial
- Schedule time for full deployment
- Schedule time to review data and configure rules
- Determine end date
- Determine length of time for testing

**Deliverable:** Ricoh will present the project plan to include the above items

**Checkpoint:** The Customer Project Manager will review and signoff on the project plan.

## **4. Implementation**

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In this phase, Ricoh will install, configure and test the solution as defined in the Design Document and approved by Customer.

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**[REDACTED]**

**Training & Documentation [REDACTED]**

**User Acceptance Testing [REDACTED]**

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## 5. Support

Provided that Customer has current support coverage in place with the applicable third party software manufacturer ("Software Manufacturer") and paid the applicable maintenance fees, Ricoh shall provide Customer with the following technical support for the following software: DMNX ("Software"). Customer will place a call to the Ricoh Customer Support Desk ("CSD") at 1-888-424-1573 or 1-800-7064566 any time from 8 am to 8 pm EST, Monday through Friday. There is no limit on the number of times Customer can call, and no other "per-call" or "per-minute" charges. The Ricoh CSD will log the call and attempt to provide Level 1 Support (described below) over the phone. If onsite assistance is required, then the Ricoh CSD will contact the local Ricoh Area team and notify them of the request. The local Ricoh Area team will contact Customer and dispatch an Analyst if applicable.

**Level 1 Support:** means services to resolve application and integration problems, e.g., assisting Customer staff with questions from users, operators and administrators. Specifically, Ricoh will use commercially reasonable efforts to identify and isolate the cause of Customer's request for support and attempt to resolve problems related to the Software prior to requesting Level 2 Support.

**Level 2 Support:** means that Ricoh will engage the Software Manufacturer to diagnose, analyze and troubleshoot and any reported problem with or relating to the Software.

**Level 3 Support:** means that Ricoh will engage the Software Manufacturer to examine and test the Software to determine if the Software is functioning and performing as designed.

Ricoh shall have no obligation to support: (i) Software modified without Ricoh's and/or the Software Manufacturer's consent, (ii) use of the Software other than in accordance with the end user license agreement between Customer and the Software Manufacturer or the Software's documentation, or (iii) Software installed on any computer hardware or used with any software not specified in the Software documentation or otherwise authorized by Ricoh and/or the Software Manufacturer in writing.

### **Software Maintenance Coverage**

- New Version Updates to Software
- New Version Upgrades to Software
- Patches to Software

Software updates, upgrades and patches are only covered/available if Customer is current on their support. The software maintenance coverage described above will be renewed annually. The annual maintenance costs associated with the third-party software are captured in the overage charges that the Board may have to pay if an annual minimum volume commitment is exceeded. The Board shall not be separately charged for any software maintenance costs during the Term of the Agreement, including any Renewal Terms.

### **Not Covered by Annual Software Maintenance**

- On-Site installation of Updates, Upgrades or Patches
- On-Site Service or Support
- Installation of updates, upgrades and patches are not included in the annual software maintenance. If Customer desires Ricoh to provide these services, Ricoh is willing to provide these services at its



## **Customer Roles and Responsibilities**

### **Customer Roles**

Any successful project is a cooperative effort. With that in mind, the following section provides information on the roles and responsibilities expected of the Customer project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessarily mean that a separate Customer resource is required.

### **Project Manager**

Customer will provide a designated Project Manager who will:

- Assist with the development of the overall Project Plan/Timeline and/or implementation schedule.
- Escalate issues to senior management for resolution.
- Conduct project meetings; and prepare meeting minutes and status reports as necessary.
  
- Assist with the change control procedure for those tasks that are outside the scope of the services defined in this SOW and the Design documents, including obtaining authorized signatures for Change Orders.
- Obtain the required authorized signoffs at the completion of the Ricoh deliverables.

### **End User Representative**

Customer will designate an End User Representatives who will:

- Possess a solid understanding of the business processes as well as the overall project objectives.
- Be available throughout the Discovery, Design, and Implementation Phases of the project.
- Be available to answer questions or provide input during the project.

### **System Administrator**

Customer will designate a System Administrator who will:

- Be the focal point for the day-to-day administration of the application.
- Work with the Ricoh project team during the System Integration Test as necessary.
- Be available for training as specified in the Project Plan.
- Be available to provide application support as necessary.

## Technical Support

Customer will designate a Technical Support person who will:

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- Provide Ricoh with system access and participate in the software installation.
- Provide Ricoh with LAN access and participate in the PC workstation software configuration, if necessary.
- Execute appropriate backups of the development, test, and production environments.
- Ensure appropriate virus protection is enabled throughout the project.
- Provide ongoing technical support for the various software components.
- Be available for training as specified in the project plan.

## Facility availability

Customer will also arrange the following:

- Provide a workspace for the Ricoh project team with a telephone and the appropriate system access for installation, setup, and testing.
- Make available a meeting room with projector and white board (or flip chart) for the training sessions, if necessary.
- Order the necessary supplies as required during the project.

## Customer General Responsibilities

If the project is to be successful, Ricoh makes the following assumptions as general Customer obligations:

- Customer will provide a single point of contact for project coordination with Ricoh.
- Customer signoff of each phase and milestone as requested before commencement of another phase or milestone.
- Customer will provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges.
- Customer will provide any necessary passwords for network, domain, Internet, and server access to our technical resources.
- Customer will ensure the network is in proper working order in a stable environment.
- Customer will have all infrastructure components (switches, hubs, routers, etc.) installed and functioning prior to workstation installation.
- Customer will ensure all of the existing workstations are in proper working order in a stable environment.
- Customer will ensure any additional cable points required are in place and functioning as per manufacturer specifications.
- Customer will ensure purchase orders are issued in a timely manner, to ensure that hardware and software (if required) will be obtained before the commencement of any phase.
- Customer understands any hardware or software not available may delay the timetable for the project.
- Customer will inform Ricoh if there is an equipment delay.
- Customer understands no configuration outside of the requirements for the product being installed will be performed.

- Customer will ensure hardware and software provided to Ricoh that was not purchased from Ricoh is free from defects and is in working order.
- Customer understands if hardware is defective, there may be a time delay while the equipment is replaced.
- ~~• Customer will provide the necessary power and access to power sources for all equipment during the installation.~~
- Customer will be responsible for configuration of all remote end user's personal computers outside of the designated home locations.
- Customer has performed a complete and verified backup prior to the start of any phase of the project.
- Customer will ensure accuracy of data/information supplied to Ricoh.
- Customer understands that Ricoh relies on immediate clarification and resolution regarding the integrity of data/information supplied to Ricoh.
- Customer will manage the demands of other business endeavors at the implementation site(s).
- Customer will provide a list of key resources for areas affected by the project to the Ricoh Project Manager prior to the project kickoff, including: Name, Title, Responsibility, Phone, and Email wherever possible.
- Customer will provide any and all training not listed in this SOW to the end users.

Customer may request that Ricoh assist with the completion of any of the above-mentioned responsibilities; however, the Professional Services hours necessary to complete such tasks have not been accounted for within this SOW.

### **Other Customer Responsibilities**

The successful completion of the Services depends on the full cooperation and participation of Customer. Ricoh's performance, and all timelines and Fees are dependent upon the availability, completeness and accuracy of necessary information and data; the availability of key personnel, and upon Customer's timely and effective performance of its responsibilities hereunder. Delays, inaccuracies or omission in the performance of these responsibilities may result in additional charges and/or delay of the completion of the Project, and may incur additional charges pursuant to the change order provisions hereof. Customer shall be responsible for and agrees to:

- Provide Ricoh with access to, and agree that Ricoh may rely upon the accuracy, timeliness and completion of, all necessary internal Customer data, including but not limited to reports, current analysis documents and other information Customer supplies as needed to define technical requirements (if applicable).
- At no charge to Ricoh, provide Ricoh with such access to its facilities, networks, software and systems as may be reasonably necessary for Ricoh to perform the Services. Where Ricoh requires on-line or remote access to Customer's systems in order to provide the Services, Customer shall provide appropriate communication software and/or establish dedicated connections with Ricoh. Customer agrees that if access to Customer's systems requires a separate agreement, such agreement is subject to the limits of liability of this SOW.

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- Assign a dedicated internal project manager with full decision making authority, and to coordinate and make reasonably available its technical personnel, managers and other employees necessary to facilitate Ricoh's performance of the Services.

- Fully cooperate and ensure that all “responsibilities”, “requirements” or “assumptions” set forth in the SOW have been satisfied.
- Define its own business objectives and requirements relevant to the Services.
- Timely meet any deadlines for actions or decisions, including the review and acceptance all deliverables.
- Provide all training for its users with respect to the Services except as specifically provided by Ricoh herein.
- If this SOW is dependent upon the availability of certain hardware, software, data or documentation, Customer agrees to cause those items to be available, installed, configured and operational in advance of commencement of the Services.
- Obtain all “Required Consents” that are necessary for Ricoh’s performance of the Services. **A** “Required Consent” means any consent, license, permit or approval required to give Ricoh the right or license to access, use and/or modify the hardware, software, firmware and other products owned or used by Customer, without infringing the ownership or license rights (including patent and copyright) of the third party providers or owners of such products.
- Not use the Services for any unlawful purpose. Without limiting the foregoing, Customer shall not use the Services to (i) invade another person’s privacy; post, transmit or disseminate material that is obscene, profane, pornographic, abusive, defamatory or otherwise offensive or objectionable, (ii) achieve unauthorized access to any computer systems, software, data, or any confidential or proprietary material of any other person, without the knowledge and consent of such person, (iii) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material that is protected by copyright, or other proprietary right, without obtaining permission of the copyright owner or right holder, or (iv) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of any Service or the Internet, including, without limitation, posting or transmitting any information or software that contains a virus or other harmful or debilitating feature.
- Be solely responsible for (i) the selection and implementation of procedures and controls regarding access, security, virus protection, encryption, use and transmission of data, (ii) any data and databases entailed in the Services or any deliverable, and (iii) backup and recovery of any database and any stored data to prevent data loss due to any cause.

## **Completion Criteria**

When the Services detailed in this SOW have been completed and demonstrated, the Project will be considered complete and Ricoh will request Customer signoff. Customer agrees to sign the Solutions Delivery and Acceptance document in a timely manner. Notwithstanding the foregoing, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services described in this SOW.
- This SOW is terminated in accordance with the term of the Agreement. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

## **Acceptance Criteria**

Ricoh has created the following testing and acceptance criteria to enable a successful completion of the project to the satisfaction of both Ricoh and Customer. These criteria are used to determine project completion. CPS will be required to sign a Solution Delivery and Acceptance (SD&A) form at the completion of the DMNX Implementation Project. This SOW has been prepared in conjunction with another SOW for ROI Print Manager, which is governed by a separate set of tasks and deliverables.

## **Change Control**

Changes to the scope of the Services shall be made only in a written document signed by the authorized representatives of both parties pursuant to the Change Management Process Section of the Agreement. Some changes may require the written approval of the Board's General Counsel. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written document including a Change Order must be signed by the authorized representatives of both parties and may require the written approval of the Board's General Counsel to authorize the implementation of the changes.

## **Assumptions**

- All Services will be performed at Customer's site or offsite by Ricoh's technical resources, as agreed by Ricoh and Customer.
- All discussions of Project duration are dependent upon a timely reception of requisite POs and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will not be able to start work until after this SOW has been signed and a Purchase Order received. Resources can only be allocated and scheduled once a copy of the signed SOW is received by Ricoh.
- While scheduling changes do not generally result in a billable change of scope, they could affect the availability of resources for both Ricoh and Customer and delay the completion of the Project.
- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Ricoh has no obligation to provide services outside of normal business hours.

- **CUSTOMER** will provide Ricoh with the necessary access, passwords, login, admin rights and technical assistance to perform our duties to implement this solution in a timely manner.

- **CUSTOMER** will be responsible for providing remote access to Ricoh for the purpose of performing server software installation services. No onsite assistance for installation or support of the server software is included in the pricing.
  - These costs will be included in the Cost Per Copy pricing but will require an additional Statement of Work or Change Order to be signed by the **CUSTOMER**.
- 

- Standard product documentation from the manufacturer will be provided to the **CUSTOMER**. No custom documentation is included as part of this project.
- DMNX training will be provided as skill transfer during the Implementation phase.
- DMNX configuration does not include the @Remote module.
- DMNX requires a Windows Server provided by the Customer that meets the manufacturer's minimum specifications.
- All Ricoh MFP's will have a reserved static IP address, via DHCP servers or manual tables.
- All other printing devices that need to be monitored have a reserved static IP address.
- SNMP protocol is enabled on all devices and allowed across complete WAN network segments.
- All necessary ports for DMNX are open and allowed across complete WAN network segments.
- **CUSTOMER** will supply a SQL infrastructure meeting the minimum recommendations listed in the planning guide.
- **Customer** will confirm setup prerequisites have been met for installation for the application, including open ports, user rights, etc.
- DMNX will use Active Directory authentication for end user login. **CUSTOMER** will provide and maintain user logins and groups. DMNX will be configured to point to the appropriate AD server. Server information to be provided by **CUSTOMER**.
- User roles will be defined by **CUSTOMER** for staff, granting access to specific device information if required.
- **CUSTOMER** to provide client workstations configured to specifications in planning guides for use by delivery managers and staff.
- DMNX will utilize an SMTP server provided and maintained by **CUSTOMER** for sending notifications.
- **CUSTOMER** to provide device group information, Ricoh will setup these groups within the system.
- **CUSTOMER** will provide device lists for importing into the DMNX application in the format requested by Ricoh. Ricoh will import device lists into the appropriate groups.
- **CUSTOMER** will provide device authentication information for administrative access to the fleet devices if required.

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- Ricoh to configure notification functionality for device alerts, low consumables, etc.
- Automated scheduling of reports will be configured based on provided requirements.
- Consumable level alerts, if applicable, configuration will be setup to notify staff of low

consumables.

- SSL will be used for communication with devices (if required). **CUSTOMER** will provide and install the necessary certificates on devices and server.
- **CUSTOMER** to resolve issues related to connectivity / non responsive devices. This may include troubleshooting, firmware updates, authentication issues etc.
- **CUSTOMER** will confirm connectivity to devices through firewalls based on requirements in the security white paper and planning guide.
- **CUSTOMER** will backup server and database periodically according to IT best practices to maintain application functionality.

**Professional Services Fees**


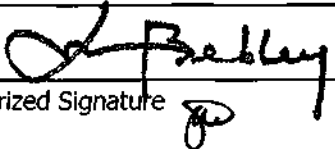
All fees associated with this project (unless specifically stated), are included in the Cost per Copy pricing.

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.


**RICOH PRELIMINARY REVIEW**

Preliminary Review Signature - Approval (Branch Management – SrMoD)	Name and Title	Date

**CUSTOMER ACCEPTANCE**

	Lachlan Tidmarsh Chief Information Officer	9/7/15
Authorized Signature		Date
	James Bebley General Counsel	9-8-15
Authorized Signature		Date

**RICOH ACCEPTANCE**

	CHRISTIAN ERICKSON MARKET VICE PRESIDENT	SEPT 03, 2015
Authorized Signature (MI, SrMoD, MVP or Higher)	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.



## Appendix A

### **Recommended Hardware & Software**

- Dual 3.2 GHz or greater CPU
- 4 GB or greater RAM
- Windows Server 2008 R2 or 2012 R2
- 100GB on any local hard drive for program files

**Schedule 2**

**to Enterprises Services Order for  
CPS Managed Print Services  
between Board of Education of City of Chicago  
and Ricoh USA, Inc.**

**Sample MPS Product Schedule**

# Managed Print Services Product Schedule

Product Schedule Number: \_\_\_\_\_  
 Lease Agreement Number: \_\_\_\_\_

This Managed Print Services Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("Company", "we" or "us") and the Board of Education of the City of Chicago, commonly known as Chicago Public Schools, as customer or lessee ("Customer" or "you") pursuant to the term of the Product and Services Agreement entered into between Ricoh and Customer on July 1, 2015 ("Agreement") and the Lease Agreement, which is a part of that Agreement. This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and Ricoh USA, Inc. All terms and conditions of the Agreement and 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. **THIS PRODUCT SCHEDULE SHOULD BE ENTERED INTO BY CPS SCHOOLS WISHING TO PARTICIPATE IN THE MANAGED PRINT SERVICES PROGRAM WITH RICOH.**

## CUSTOMER INFORMATION

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

## PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Segment/Model*	Annual Base B/W Image Commitment	Annual Base Color Image Commitment	Annual Minimum B/W Guaranteed Payment	Total Annual Minimum Color Guaranteed Payment	Total Annual Minimum Guaranteed Payment	Black and White Per Click Rate	Color Per Click Rate	Annual B/W Anticipated Volume	Annual Color Anticipated Volume	Quantity of Devices
<b>5</b> (70 to 90 ppm)	210,000	N/A	\$3,129.00	N/A	\$3,129.00	0.0149	N/A	420,000	N/A	
<b>4</b> (41 to 69 ppm)	150,000	N/A	\$2,235.00	N/A	\$2,235.00	0.0149	N/A	300,000	N/A	
<b>4 Color</b> (41 to 69 ppm)	72,000	19,800	\$1,072.80	\$990.00	\$2,062.80	0.0149	0.05	144,000	39,600	
<b>3</b> (31 to 40 ppm)	48,000	N/A	\$715.20	N/A	\$715.20	0.0149	N/A	96,000	N/A	

Segment/Model*	Annual Base B/W Image Commitment	Annual Base Color Image Commitment	Annual Minimum B/W Guaranteed Payment	Total Annual Minimum Color Guaranteed Payment	Total Annual Minimum Guaranteed Payment	Black and White Per Click Rate	Color Per Click Rate	Annual B/W Anticipated Volume	Annual Color Anticipated Volume	Quantity of Devices
<b>3 Color</b> (31 to 40 ppm)	48,000	3,000	\$715.20	\$150.00	\$865.20	0.0149	0.05	96,000	6,000	
<b>2</b> (21 to 30 ppm)	24,000	N/A	\$357.60	N/A	\$357.60	0.0149	N/A	48,000	N/A	
<b>Totals:</b>										

**PAYMENT SCHEDULE**

Maximum Term (months)	36
-----------------------	----

Advance Payment	<input type="checkbox"/> 1 <sup>st</sup> Payment/PO Amount _____ <input type="checkbox"/> 1 <sup>st</sup> & Last Payment _____ <input type="checkbox"/> Fax Modules (\$200.00): Qty _____
-----------------	---

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.**

- Purchase Option:  
 The parties agree that the purchase option for the Product is a \$1.00 purchase option plus applicable taxes. In connection with such option, Customer agrees that this transaction is a true rental and further agrees as follows:  
 (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each

Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments.

(ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and

(iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.

4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

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

<p><b>CUSTOMER (School Principal)</b></p> <p>By: <input checked="" type="checkbox"/> _____  <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted by: _____</p> <p>By: _____  <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
<p><b>CUSTOMER (CPS ITS Project Manager or designee)</b></p> <p>By: <input checked="" type="checkbox"/> _____  <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. NOTHING FURTHER SHOULD BE ADDED HERE.**

**Exhibit 3**

**to Products and Services Agreement  
between Board of Education of City of Chicago  
and Ricoh USA, Inc.**

**(District-Wide MPS Program and Sale/Lease of Devices)**

**CPS Lease Agreement**

# CPS Lease Agreement

Number: \_\_\_\_\_

## CUSTOMER INFORMATION

Full Legal Name: <b>Board of Education of City of Chicago</b>				
Address: <b>Attention: ITS Department, 42 W. Madison</b>				
City: <b>Chicago</b>	State: <b>IL</b>	Zip: <b>60602</b>	Contact:	Telephone Number
Federal Tax ID Number: 36-6005821 <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address:	

This 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 \_\_\_\_\_ ("Company") 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 \_\_\_\_\_.

1. **Agreement.** This Lease Agreement is executed pursuant to the Product and Services Agreement (the "Agreement") by and between Ricoh USA, Inc. and the Board of Education of the City of Chicago executed pursuant to an agreement entered into by and between Ricoh USA, Inc. 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 (the "Fairfax County Agreement" and together with the Agreement, the "Contract"). The term of the Contract ends on June 30, 2018 ("Contract Term"), with the Board having two options to renew the Agreement for an additional term of one year each. **Notwithstanding the foregoing, any Schedule entered into during the Contract Term shall continue in full force and effect for the entire lease term set forth in the Schedule, which may not exceed the total of three (3) years ("Lease Term").** 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, Software (as defined below), 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, provided that the Schedule does not deviate materially from the pre-approved Product Schedule attached to the Contract. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. The Schedule shall not include any material terms beyond those reflected in the Template Schedule. Any terms that contradict the material terms of the Lease Agreement and the Contract and are not approved in writing by the Customer's Chief Information Officer and the Customer's General Counsel shall be void. 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. When you receive the Product and it is installed, you agree to inspect it to determine 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 ten (10) 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 2.5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law).
  - (b) In the event that Customer terminates the Contract or this Lease Agreement, in whole or in part, due to a material breach by Ricoh in accordance with the terms of the Contract, Customer shall have the option of terminating the particular Lease Agreement and Schedule to which the service failure relates or to terminate the entire Contract as a whole without any further financial responsibilities under the Contract, Lease Agreement and Schedule upon thirty (30) days prior written notice to Company. In the event of such termination, Customer shall pay all fees and charges incurred through the termination date of the applicable Contract, Lease Agreement and/or Schedule.
  - (c) This Lease Agreement and 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 Company, 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, an amount which shall be equal to the monthly Payment for such Product, as identified in the respective Schedule, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule), plus any other amounts then due and payable under this Lease Agreement and/or Schedule with respect to such Product, including, but not limited to, any lease payments. Company shall supply the Customer with the actual number of Payments remaining and the total amount due, and Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any the Service 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", (b) for documented cases of non-performance as set forth in Section 3(b) and (c) for the best interest of the Customer as set forth in Section 3(c), **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 approved by us will remit payments to us.
4. **Product Location, Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. As part of the Contract, Company shall provide maintenance and support services for the Product during the Lease Term. You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
  5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
  6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Agreement with Company with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Company under such Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
  7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
  8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
  9. **Title, Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
  10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
  11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
  12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may 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

Customer Initials



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). A permissible exception to this is that you may assign the Product or any Schedule to another school within the Board in the event that you close or terminate operation of a school. 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 Company 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 Company from any obligations Company may have to you hereunder. The Agreement will remain in full force and effect with Company 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 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, EITHER PARTY HAS THE RIGHT TO TERMINATE THE LEASE AGREEMENT AND SCHEDULE PURSUANT TO THE TERMS OF THIS LEASE AGREEMENT. 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. Company (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 Company to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Company. 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 THE AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. If either party delays or fails to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, said party will still be able to enforce those rights at a later time. All notices shall be given in accordance with the Notice provisions of the Contract. 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 LAWS OF ILLINOIS. YOU ALSO CONSENT TO THE VENUE AND JURISDICTION OF COURTS LOCATED IN COOK COUNTY, ILLINOIS 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 ANY ASSIGNEE OF THIS LEASE AGREEMENT, BUT YOU DO NOT WAIVE ANY RIGHTS AND REMEDIES UNDER THE UCC THAT YOU MAY HAVE AGAINST RICOH OR 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 THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes,

including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

- (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions. Customer Initials
- (b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, as soon as reasonably possible upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) **Funding Intent.** You represent and warrant to us that you presently intend to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

19. **Authorizations.** Company and Customer hereby acknowledge and agree that the principal of any of Customer's schools is authorized by Customer to execute a Schedule with Company without the need for an additional representative of Customer to execute such Schedule provided that such Schedule is wholly consistent with the Template Schedule. The term "Customer" as used herein shall mean and include The Board of Education of the City of Chicago and any school whose principal signed a Schedule, each of whom shall be jointly bound to the respective Lease created by such Schedule. The Board of Education of the City of Chicago shall be liable for all Schedules entered into hereunder to the extent that the terms of such Schedules are consistent with the Template Product Schedule and each of the schools that signed a Schedule shall be liable solely for the Schedule that such school executes.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

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

<b>CUSTOMER</b> <input checked="" type="checkbox"/>	Accepted by: _____
By: <input checked="" type="checkbox"/> <u>Frank M. Clark, President</u>	By: <u>Christian Erickson</u> Authorized Signer Signature
Attest: <u>Estela G. Beltran, Secretary</u> 9/10/15	Printed Name: <u>CHRISTIAN ERICKSON</u>
Approved as to legal form: <u>James Bebley, General Counsel</u>	Title: <u>MARKET VICE PRESIDENT</u> Date: <u>SEPT 03, 2015</u>
	Facsimile Number: <u>630 874 5456</u>

**Exhibit 4**

**to Products and Services Agreement  
between Board of Education of City of Chicago  
and Ricoh USA, Inc.**

**(District-Wide MPS Program and Sale/Lease of Devices)**

**Lease and Maintenance Only Product Schedule**

# Lease and Maintenance Only Product Schedule

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

Lease Agreement

Number: \_\_\_\_\_

This Maintenance Only Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("Company", "we" or "us") and the Board of Education of the City of Chicago, commonly known as Chicago Public Schools, as customer or lessee ("Customer" or "you") pursuant to the term of the Product and Services Agreement entered into between Ricoh and Customer on July 1, 2015 ("Agreement") and the Lease Agreement, which is a part of that Agreement. This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and Ricoh USA, Inc. All terms and conditions of the Agreement and 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. **THIS PRODUCT SCHEDULE SHOULD BE ENTERED INTO BY CPS SCHOOLS WISHING TO LEASE EQUIPMENT AND OBTAIN MAINTENANCE SERVICES FROM RICOH.**

## 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")

Model	QTY	36 Month Term Monthly Payment	Subtotal (Qty x Payment)	Black & White Overage Rate	Color Overages Rate
Aficio MP 301SPF / MP 301SPF / MP 301SPF		\$43.61		\$0.0107	N/A
MP 4054 / MP 4054 / MP 40544		\$138.41		\$0.0068	N/A
Aficio MP 6002SP / MP 6002SP / MP 6002SP		\$320.52		\$0.0054	N/A
Aficio MP 7502SP / MP 7502SP / MP 7502SP		\$366.77		\$0.0054	N/A
MP C5503 / MP C5503 / MP C5503		\$257.60		\$0.0080	\$0.0480
<b>Total:</b>					

## PAYMENT SCHEDULE

Maximum Term (months)	Advance Payment
36	<input type="checkbox"/> 1 <sup>st</sup> Payment/PO Amount _____ <input type="checkbox"/> 1 <sup>st</sup> & Last Payment _____ <input type="checkbox"/> Fax Modules (\$200.00): Qty _____

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.

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

**CUSTOMER (School Principal)**

By:  \_\_\_\_\_  
*Authorized Signer Signature*

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

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

**CUSTOMER (CPS ITS Project Manager or designee)**

By:  \_\_\_\_\_  
*Authorized Signer Signature*

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

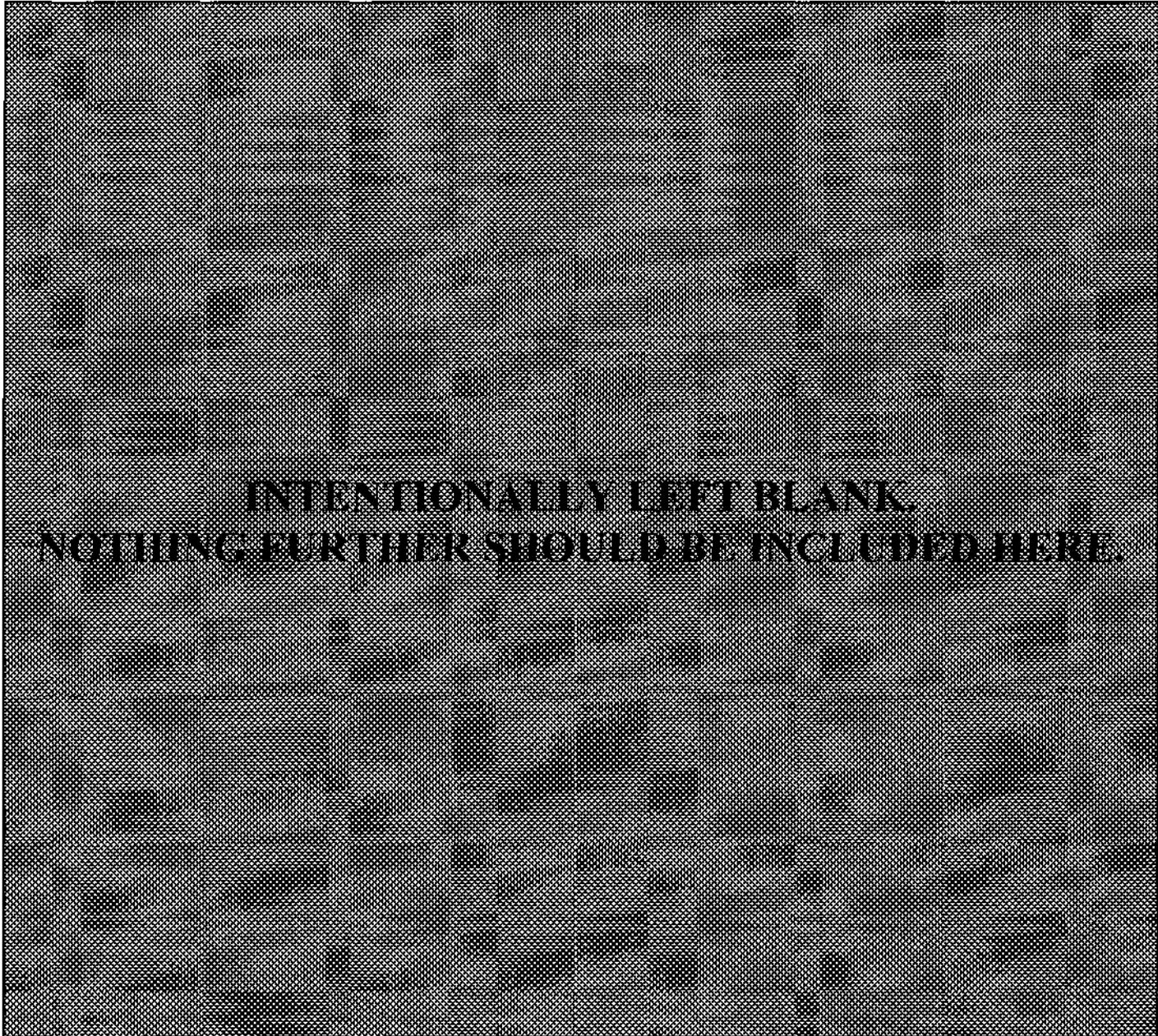
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_

By: \_\_\_\_\_  
*Authorized Signer Signature*

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

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



**Exhibit 5**

**to Products and Services Agreement  
between Board of Education of City of Chicago  
and Ricoh USA, Inc.**

**(District-Wide MPS Program and Sale/Lease of Devices)**

**Sample Equipment Maintenance Agreement**



**EQUIPMENT MAINTENANCE AGREEMENT**  
**(EQUIPMENT SALES, BREAK-FIX SERVICES WITH NO ON-SITE LABOR)**

<b>CUSTOMER INFORMATION</b>					
<b>Legal Name</b>	Board of Education of City of Chicago				
<b>School Name</b>					
<b>Bill To Address</b>					
<b>City</b>		<b>State</b>		<b>Zip Code</b>	

This Equipment Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire maintenance services for equipment, software, and/or hardware products 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. and Customer for a contract period of July 1, 2015 through June 30, 2018, with two (2) options to renew for periods of one (1) year each. (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, which may not exceed three (3) years. 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 an order form or CPS issued purchase 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 the maintenance services rendered in performance of 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 specifically requested in writing to be performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract, provided that the Customer’s principal for the school site is advised in advance of and agrees to such additional costs.

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

# RICOH

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 that Customer specifically requested in writing to be performed 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. Ricoh disclaims any responsibility for any claims of damages to any unauthorized parts, components, or accessories. Ricoh will maintain sufficient inventory of equipment parts on hand and have the parts available for repair and maintenance of "under warranty" devices.

**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 and provided that it does not extend beyond two (2) years from the termination or expiration of the Contract. 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. 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**

**RICOH USA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

(CPS ITS Project Manager or designee)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit 6**  
**to Product and Services Agreement**  
**between Board of Education of City of Chicago and Ricoh USA, Inc.**  
**Pricing Exhibit for Products Purchased/Leased outside MPS Program**

Segment	Ricoh	Prints	Developments Per Minute	Equipment and Options	Equipment		Base Frequency	B&W CPC	Color CPC	
	Product Code				Purchase Price	Lease 36 Monthly Payments PPT Included				
3	416185	31		Aficio MP 301SPF / MP 301SPF / MP 301SPF ESP XG-PCS-15D	\$1,184.00	\$43.61	MTH	0.0107	0.0000	
	006428MIU									
	417036				40		MP 4054 / MP 4054 / MP 40544	\$5,010.04	\$161.33	MTH
3	006428MIU			ESP XG-PCS-15D						
	417268			Paper Feed Unit PB3220						
	417079			PostScripts Unit Type M12						
	416551			Bridge Unit BU3070						
	416539			Finisher SR3140 (1000 Sheet External)						
4	415877	60		Aficio MP 6002SP / MP 6002SP / MP 6002SP ESP XG-PCS-20D	\$10,289.86	\$320.52	MTH	0.0054	0.0000	
	006429MIU									
	415901						Finisher SR4060			
4	415923			PostScripts Unit Type 9002						
5	415879	75		Aficio MP 7502SP / MP 7502SP / MP 7502SP ESP XG-PCS-20D	\$11,810.72	\$366.77	MTH	0.0054	0.0000	
	006429MIU									

Segment	Ricoh Product Code	Prints Developments Per Minute	Equipment and Options	Equipment	Lease	Base	B&W	Color
				Purchase Price	36 Monthly Payments	Frequency	CPC	CPC
	415901		Finisher SR4060					
	415923		PostScript3 Unit Type 9002					
	416525	55 B&W / 55 Color	MP C5503 / MP C5503 / MP C5503	\$8,208.34	\$257.60	MTH	0.0080	0.0480
	006428MIU		ESP XG-PCS-15D					
4 Color	416544		Paper Feed Unit PB3160					
	416591		Postscript3 Unit Type M4					
	416551		Bridge Unit BU3070					
	416539		Finisher SR3140 (1000 Sheet External)					

Delivery, installation, hardware and supplies included for all configurations at no additional charge.  
No base charge and no free copy allowance provided for any of the configurations.

**Group Exhibit 7**

**to Products and Services Agreement  
between Board of Education of City of Chicago  
and Ricoh USA, Inc.**

**(District-Wide MPS Program and Sale/Lease of Devices)**

**End User License Agreements (“EULA”s) for  
Print Control Software and Device Manager Nx**

## **Print Control Software, Inc. END USER LICENSE AGREEMENT**

**IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALL:** Print Control Software, Inc. End User License Agreement ("EULA") is a legal agreement between you (either an individual or single entity) and Print Control Software, Inc. for the purchase of either a Term License or Perpetual License to use ROI Software and other services indicated herein or stated on other Agreements. By installing, copying, or otherwise using the ROI Software, you agree to be bound by the terms of this EULA. If you do not agree to the following terms and conditions, do not install or use the ROI Software:

**1. TITLE AND RISK OF LOSS:** No Title of Software passes to the Customer upon payment of full purchase price to Print Control Software, Inc. All risks of loss or damage pass to Customer for each item of Software upon delivery thereof to Customer.

**2. LIMITED WARRANTY:** For a period of ninety (90) days from the date installation, Print Control Software, Inc. warrants to the Customer that the Software purchased pursuant to this Agreement is free of Defects. As used in this Agreement, "Defect" shall mean any failure of the Software to function in substantial conformance with the published specifications for such product. Defects shall be remedied by Print Control Software, Inc. solely in the following manner, WHICH SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR THE CUSTOMER:

- a. The Customer shall identify the Software involved by product and version number and notifies Print Control Software, Inc. of the Defect.
- b. Upon notice from Customer of any Defects, Print Control Software, Inc. shall have the right to inspect the subject Software.
- c. Determination of whether the Exclusions (as defined below) apply to the Software will be made solely by Print Control Software, Inc. If Print Control Software, Inc. determines the Software is not defective within the terms of this Warranty, then all costs and expenses in connection with processing Customer's claim shall be paid by Customer.
- d. Upon Print Control Software, Inc.'s inspection of the Software and determination that this Warranty applies, Print Control Software, Inc. will adjust, repair or replace the defective Software.
- e. If after repeated efforts, Print Control Software, Inc. is unable to adjust, repair or replace the subject Software, Customer is entitled to return the subject Software and receive a refund of the purchase price.
- f. **EXCLUSIONS:**
  1. THIS WARRANTY DOES NOT APPLY TO DEFECTS, MALFUNCTIONS, DAMAGES OR OTHER FAILURES THAT RESULT FROM
    - i. NORMAL WEAR AND TEAR, IMPROPER USER, MISUSE, IMPROPER STORAGE, HANDLING OR TRANSPORTATION;
    - ii. ANY ACTS OF GOD, INCLUDING BUT NOT LIMITED TO FIRE, FLOOD, LIGHTNING, WIND DAMAGE, POWER FAILURES OR SURGES.
    - iii. ADDITIONS OR CHANGES TO OTHER EQUIPMENT AND/OR SYSTEMS AND/ OR SOFTWARE PERFORMED BY THE CUSTOMER THAT MAY RESULT IN INCOMPATIBILITIES WITH THE PRINT CONTROL SOFTWARE, Inc. SOFTWARE WITHOUT PRIOR WRITTEN NOTICE TO PRINT CONTROL SOFTWARE, Inc..
    - iv. CUSTOMIZATIONS MADE TO THE PRINT CONTROL SOFTWARE, Inc. SOFTWARE AT THE REQUEST OF THE CUSTOMER.
  2. THIS WARRANTY DOES NOT INCLUDE ONSITE MAINTENANCE SERVICE.
- g. THIS WARRANTY DOES NOT COVER, AND IS INTENDED TO EXCLUDE, ANY LIABILITY ON THE PART OF PRINT CONTROL SOFTWARE, Inc., WHETHER UNDER THIS WARRANTY OR UNDER ANY WARRANTY IMPLIED BY LAW, FOR ANY IN DIRECT OR CONSEQUENTIAL DAMAGES FOR BREACH HEREOF OR THEREOF OR ANY LOSS, INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA OR INFORMATION, DUE TO ANY DESIGN DEFECT, MANUFACTURING DEFECT OR ANY OTHER NON-FUNCTION OR MALFUNCTION OF ANY NATURE WHATSOEVER OF THE SOFTWARE UNDER ANY LEGAL THEORY.
- h. THIS WARRANTY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECT, MALFUNCTION, DAMAGE OR OTHER FAILURE OF THE SOFTWARE.
- i. PRINT CONTROL SOFTWARE, Inc. MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE SOLD AND/OR LICENSED PURSUANT TO THIS AGREEMENT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

**3. SOFTWARE LICENSE:** The term "Software" as used in this Agreement means such software programs, technical information and other documentation as Print Control Software, Inc. makes generally available under this Agreement. This

Agreement constitutes a license, not a sale, of the Software to Customer. All Software provided to Customer is owned by Print Control Software, Inc. or third parties, to whom Print Control Software, Inc. is licensee. Software will remain the exclusive property of Print Control Software, Inc. or licensor. Print Control Software, Inc. hereby grants to Customer a personal, non-transferable and non-exclusive license to use such Software, subject to the following terms and conditions:

- a. Software
  - (i) will be used by Customer only in conjunction with the particular computer for which it was originally furnished;
  - (ii) will be used solely for Customer's internal business purposes and not for sale, sublicense or distribution, without geographic boundaries.
  - (iii) will not be reproduced or copied in any manner, in whole or in part, except as necessary for use as authorized herein; and
  - (iv) will, together with all copies thereof, be returned to Print Control Software, Inc., destroyed or erased when no longer needed or permitted for use with the computer for which it was furnished.
- b. Such Software will be kept in confidence by Customer and be treated as the exclusive property and trade secrets of Print Control Software, Inc.
- c. Such Software may be disclosed to other persons solely for the purpose of installing, operating or maintaining the particular computer for which it was furnished, provided such other persons agree in writing to the same conditions respecting use and confidentiality contained in the Section and Print Control Software, Inc. has furnished prior written authorization for disclosure. Under no circumstances shall the Customer have the right to sell, sublicense, transfer or disclose such Software.
- d. And further subject to all terms, limitations and conditions of any license agreements between Print Control Software, Inc. and licensors.

#### 4. MAINTENANCE:

- a. If selected by Customer and paid for in accordance with the terms and conditions herein, maintenance service shall commence on the day of installation and continue for the initial term indicated on the cover page. Such initial term shall be automatically renewed for a successive term equal to the initial term at Print Control Software, Inc.'s current rates in effect on the date of each such renewal. Customer may elect not to renew maintenance service by giving Print Control Software, Inc. written notice of such election at least sixty (60) days notice. If the Customer elects to cancel maintenance prior to the end of the current term, Customer agrees to pay Print Control Software, Inc. liquidated damages in the sum equal to 50% of the monthly payments hereunder multiplied by the number of months remaining on the term of this Agreement, which sum shall be due and paid to Print Control Software, Inc. upon demand. Print Control Software, Inc. may elect to discontinue maintenance by giving the Customer at least sixty (60) days written notice prior to discontinuing service and Print Control Software, Inc. shall refund any prepaid maintenance on a pro-rata basis to the Customer
- b. Print Control Software, Inc. agrees to provide maintenance services to keep the Software in, or restore the Software to performance in accordance with the Warranty. Maintenance services under this Agreement do not guarantee uninterrupted or error-free operation of the Software. Print Control Software, Inc. will use reasonable efforts to respond to Customer's request for maintenance as soon as reasonably practicable between the hours of 7:00 a.m. and 5:00 p.m. MST. Monday through Friday, excluding holidays observed by Print Control Software, Inc. Print Control Software, Inc. at its option may use telephone support, remote access service or on-site service to provide maintenance services.
- c. Maintenance services does not cover Defects or damages due to normal wear and tear, improper use, misuse, abused in storage, handling transportation, unauthorized repairs or any acts of God, such as but not limited to fire, flood, lightning, wind damage or power failures or surges. If Print Control Software, Inc. determines that the required maintenance service is not covered by the Agreement, the Customer will pay Print Control Software, Inc. all costs of handling, transportation and repairs at Print Control Software, Inc.'s prevailing rates.
- d. Print Control Software, Inc. and Customer agree that if Print Control Software, Inc. is unable to restore the Software to performance in accordance with the Warranty, the Customer shall be entitled to receive a refund of one month's maintenance service fee and to cancel the balance of the term of the maintenance service. The foregoing is Customer's sole and exclusive remedy in connection with the performance or non-performance of maintenance services under this Agreement. Under no circumstances will Print Control Software, Inc. be liable to Customer for any consequential damage or loss, INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA OR INFORMATION, due to furnishing or failure to furnish maintenance services under any legal theory.
- e. Maintenance services do not cover changes, moves or reconfigurations made by the Customer to other equipment and systems that may interface with the Print Control Software, Inc. Software. If the Customer requests maintenance services from Print Control Software, Inc. and Print Control Software, Inc. determines that the source of the problem is directly related to other equipment and systems owned or operated by the Customer, Print Control Software, Inc. may invoice the Customer for time and expenses at Print Control Software, Inc.'s prevailing rates. Customizations are not covered by maintenance services

and may be charged on a time and material basis over and above contractual maintenance fees at Print Control Software, Inc.'s prevailing rates.

**5. INDEMNIFICATION:**

- a. Print Control Software, Inc., at its sole expense, will indemnify, defend, and hold harmless Customer and Customer's officers, directors, employees, subsidiaries, affiliates, agents and representatives from and against any and all liability, claims, losses, actions and expenses (including without limitation reasonable attorney's fees and expenses) arising out of any claim that Customer's use of the licensed software products or any part thereof, infringes on the intellectual property rights of any third party.

Print Control Software, Inc. further agrees that if Customer is prevented from using the licensed software product(s) due to an actual or claimed infringement of any patent, copyright or other intellectual property right, then at Print Control Software, Inc.'s option it shall promptly either:

- (i) procure for Customer, at Print Control Software, Inc.'s expense, the right to continue to use the licensed software product(s);
- (ii) replace or modify the licensed software product(s) at Print Control Software, Inc.'s expense so that the licensed software product(s) become non-infringing, but equivalent in functionality; or
- (iii) in the event that neither (i) or (ii) are feasible, terminate this Agreement as to the infringing licensed software products and return to Customer's all of the following: (a) license fees paid or due to be paid where an irrevocable financial commitment to pay exists, (b) the cost for the performance of services related to the licensed software products, including any travel-related expenses paid to Print Control Software, Inc. or any third party engaged by Customer to perform these services, and (c) the cost of customer support and software maintenance fees either paid by Customer or due to be paid in the event that such payments are a part of a non-cancellable financial obligation to which Customer is a party.

Nothing in this provision shall be construed as a limitation on Client's ability to retain legal counsel at its own expense to participate in the proceedings.

**6. GENERAL:**

- a. This Agreement may not be assigned in whole or in part by Customer without the prior consent of Print Control Software, Inc. except to a successor in interest.
- b. All notices to Print Control Software, Inc. under this Agreement shall be given by certified mail, return receipt requested, or overnight courier service to Print Control Software, Inc.'s home office at 7720 E Evans Road, Suite 103, Scottsdale, AZ 85260, or at such other address specified in writing by Print Control Software, Inc. to Customer. A copy of all notices to Customer shall be sent to customers registered address.
- c. This Terms and Conditions, constitute the entire agreement between Print Control Software, Inc. and Customer, and supersede and replace any and all prior agreements, understandings, representations and communications relating to the subject matter hereof, whether oral or in writing. This Agreement may not be modified except by writing signed by duly authorized representatives of each party.
- d. Print Control Software, Inc. is acting as an independent contractor and not as an agent, partner or joint venture of Customer. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

**Print Control Software Inc.**  
**Telephone -1 888 577 4919**  
**URL: [www.ROIPrintManager.com](http://www.ROIPrintManager.com)**  
**Support email: [support@ROIPrintManager.com](mailto:support@ROIPrintManager.com)**



## SOFTWARE LICENSE AGREEMENT

### DEVICE MANAGER NX PRO OR DEVICE MANAGER NX ENTERPRISE

With FM AUDIT by eCommerce Industries, Inc.

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**IMPORTANT NOTICE: PLEASE READ THIS AGREEMENT (the "Agreement") CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE LISTED ABOVE (the "Software"). Your use of the FM Audit modules is governed by this Agreement.**

This Agreement is a legal agreement between you ("Licensee" or "you"), and Ricoh Company, Ltd and/or its "Affiliates" (as defined below) (collectively, "RicoH"). RicoH is willing to license the Software, which includes the associated media, and printed or electronic documentation, if any ("Documentation"), only upon the condition that you accept all of the terms contained in this Agreement. For the purposes of this Agreement, "Affiliate" means any entity that, from time to time during the term of this Agreement, Controls, is Controlled by, or is under common Control with Ricoh Company, Ltd. "Control" means the power, whether directly or indirectly (by ownership of stock, share capital, the possession of voting power, contract or otherwise) to appoint and/or remove the majority of the members of the governing body of RicoH, or otherwise exercise control over RicoH's affairs and policies.

BY INSTALLING OR USING THE SOFTWARE, OR CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT THE PERSON ACCEPTING THIS AGREEMENT HAS FULL POWER AND AUTHORITY TO DO SO ON BEHALF OF LICENSEE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, RICOH IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE THE USE OR INSTALLATION OF THE SOFTWARE IMMEDIATELY. IN THIS CASE YOU MUST CEASE USING THE SOFTWARE AND RETURN THE MEDIUM ON WHICH THE SOFTWARE IS STORED, IF ANY, AND ALL ACCOMPANYING DOCUMENTATION TO RICOH.

**CONSENT TO GATHER AND TRANSMIT ANONYMOUS DIAGNOSTIC AND USE INFORMATION:** TO ASSIST RICOH AND ITS AUTHORIZED REPRESENTATIVES IN SUPPORTING YOU AND SERVICING YOUR DEVICES, YOU CONSENT TO THE COLLECTION AND TRANSMISSION BY THIS SOFTWARE OF INFORMATION ABOUT YOUR COPIERS, PRINTERS AND MULTI FUNCTIONAL DEVICES TO A RICOH REMOTE SERVER, WHICH MAY BE LOCATED OUTSIDE THE COUNTRY WHERE YOUR DEVICES ARE LOCATED. THE INFORMATION MAY INCLUDE, BY WAY OF ILLUSTRATION AND NOT LIMITATION: (I) IDENTIFICATION OF ANY NETWORKED OUTPUT DEVICE (E.G., MAKE, MODEL AND SERIAL NUMBER), (II) DEVICE USAGE, METER AND DIAGNOSTIC INFORMATION (E.G., NUMBER OF PAGES PRINTED, ERROR CODES, ETC.), AND (III) VERIFICATION OF LICENSE COMPLIANCE. THIS SOFTWARE CANNOT AND DOES NOT COLLECT DOCUMENT CONTENT OR PERSONALLY IDENTIFIABLE INFORMATION ABOUT USERS. RICOH RETAINS ALL RIGHT, TITLE AND INTEREST IN THIS INFORMATION, WHICH IT MAY USE OR PROVIDE TO THIRD PARTIES AUTHORIZED BY RICOH TO SERVICE YOUR DEVICES AND IN ORDER TO PROVIDE BETTER SERVICES TO YOU. RICOH MAY ALSO USE THIS INFORMATION FOR ITS REGULAR BUSINESS PURPOSES INCLUDING BUT NOT LIMITED TO PRODUCT DEVELOPMENT, RESEARCH AND MARKETING, SO LONG AS THE INFORMATION IS COLLECTED ANONYMOUSLY IN A FORM THAT

DOES NOT PERSONALLY IDENTIFY YOU.

**1. Grant and scope of license.**

1.1 In consideration of you agreeing to abide by the terms of this Agreement and subject to the payment of all relevant fees and charges, if any, Ricoh hereby grants you a limited, non-exclusive, personal, non-transferable, license to use the Software in machine-readable object code form only and the Documentation ("License"). This License and your use of the Software is further expressly limited to the number, volume, quantity or other usage metrics or limitations set forth in the order, certificate of purchase or other confirmation issued by Ricoh in connection with your acquisition of the Software ("Confirmation of Permitted Usage"). Depending upon the product, the usage metrics may be stated as a permitted number of users, seats, multi-functional printers, devices, personal computers or servers, or some other quantitative limitation. Unless the Documentation provides to the contrary, this Agreement governs any future releases, revisions, updates, enhancements, and optional functions and programs to the Software (in this Agreement "Software" includes such future releases, revisions, updates, enhancements, and optional functions and programs to the Software, unless otherwise provided herein). Unless terminated as provided herein or expressly set forth in the Confirmation of Permitted Usage, the duration of the License is perpetual.

1.2 You agree to use the Software in accordance with the terms of this Agreement and any additional terms set out in the Confirmation of Permitted Usage.

1.3 Subject to the Confirmation of Permitted Usage, You may: (a) install, load, execute, operate, perform, display and use the Software for your internal business processes and operations only; (b) make a reasonable number of copies of the Software for back-up purposes only, provided that this is necessary for the activities permitted by clause 1.1, and (c) use any Documentation in support of the use permitted under clause 1.1 and make copies of the Documentation as reasonably necessary for its lawful use.

**2. Licensee's undertakings.**

2.1 Except as expressly set out in this Agreement or as otherwise required by applicable mandatory law without the possibility of contractual waiver or limitation, you agree and undertake:

- (a) not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is reasonably necessary for the purpose of back-up or operational security;
- (b) not to make any derivative works of the Software, nor adapt, vary, translate, modify, or make alterations to, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (c) not to decompile, disassemble or reverse engineer the whole or any part of the Software except where required by the terms of an applicable open source software license, or by applicable law without the possibility of contractual waiver;
- (d) not to rent, lease, sublicense, loan or transfer the Software and Documentation to any third party, or otherwise allow any third party to use the Software, without the prior written consent of Ricoh;
- (e) not to distribute, host as a service, make available for timesharing or otherwise make available for the benefit of third parties (whether for a fee or otherwise) the Software, in whole or in part;

- (f) to keep any authorized copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (g) to supervise and control use of the Software and ensure that the Software is used by your employees in accordance with the terms of this Agreement;
- (h) to include the copyright notice of Ricoh on all entire and partial copies of the Software in any form; and
- (i) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from Ricoh.

2.2 You must permit Ricoh and its authorized representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software or the Documentation is being kept or used, and any records kept pursuant to this Agreement, for the purpose of ensuring that you are complying with the terms of this Agreement.

### **3. Support & Maintenance.**

3.1 For as long as Ricoh supports the version of the Software that you are using, this License includes such minor updates, bug fixes or maintenance releases for the Software as Ricoh may, in its sole discretion, make available from time to time on a general commercial basis. Contact your installing vendor for support if you experience problems with the Software. Helpdesk support, engineering support, and new releases, versions or updates classified by the manufacturer as an improved version of the Software are not included with this License and, when offered, may require the payment of additional fees.

3.2 In order to provide meter and other information on non Ricoh manufactured hardware devices, the Software contains FM Audit modules developed by eCommerce Industries, Inc. Ricoh is not responsible for the accuracy of meter reads or other data generated by the FM Audit modules. Licensee is responsible for distributing or installing the FM Audit agent or end point on any personal computer that controls a hardware device intended to be monitored by the Software. In the event of any issues with FM Audit modules, Ricoh will use reasonable commercial efforts to coordinate resolution with the manufacturer.

### **4. Warranty.**

4.1 Ricoh warrants that the media on which the software is contained, if any ("**Media**") will be free from defects in material or workmanship when used in accordance with this Agreement for a period of six months from the date that the Media is delivered to you. This limited warranty does not apply if the problem with the Media results from accident, abuse or misapplication of the Media and shall not extend to anyone other than the original user of the Software.

4.2 Ricoh warrants that, for a period of six months from the date shown on your Confirmation of Permitted Usage (unless a longer period is otherwise required by mandatory applicable law), the Software will, when installed on the hardware and/or operating system for which it was designed, and properly used, operate substantially in accordance with the Documentation. Any "Third Party Programs" (as defined below) are excluded from this limited warranty, and alteration, damage or misuse of the Software, or use of the Software with other software, hardware, operating systems or configurations other than that for which it was designed, voids this warranty.

4.3 If either of the warranties in clause 4.1 or 4.2 is breached, you must tell Ricoh as soon as possible. You must give Ricoh a reasonable time to fix the problem and (if necessary) to supply you with a corrected version of the Media or Software (as applicable). This will be done without any additional charge to you. If Ricoh is unable to do this within a reasonable time or Ricoh does not think that it is a sensible way to deal with the problem, then Ricoh may if it wishes elect to take back the Software and the Documentation and to refund to you all of the money which you have paid to Ricoh for use of the Software. If Ricoh decides to do this, then this will be the only remedy you are allowed in relation to breach of either of the warranties concerned and Ricoh will not have any other liability in relation to them.

4.4 You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

4.5 This Agreement sets out the full extent of Ricoh's obligations and liabilities in respect of the supply of the Software and Documentation. EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, YOU ACKNOWLEDGE THAT THE SOFTWARE, SERVICES, SUPPORT AND ANYTHING ELSE SUPPLIED TO YOU UNDER THIS AGREEMENT ARE BEING PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND WHATSOEVER. RICOH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS WHATSOEVER (WHETHER EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, THE IMPLIED TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS. RICOH DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT ITS OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; OR THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED. TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AS DEFINED IN SECTION 11.3, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## 5. Ricoh's liability.

5.1 UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION AND SUBJECT TO CLAUSE 5.4, IN NO EVENT SHALL RICOH, ITS AFFILIATES OR LICENSORS, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS (COLLECTIVELY, THE "RICOH PARTIES") BE LIABLE TO YOU (WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) FOR ANY: (A) LOSS OF PROFITS, SALES, BUSINESS, ANTICIPATED SAVINGS OR REVENUES; (B) LOSS OF GOODWILL; (C) LOSS, DAMAGE OR ALTERATION OF DATA; (D) LOSS OF OR LOSS OF USE OF HARDWARE, SOFTWARE OR DATA, OR (E) INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL LOSS OR DAMAGES.

5.2 IN ADDITION, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION, RICOH PARTIES' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT AND IN RELATION TO THE SOFTWARE AND ANYTHING WHICH RICOH HAS DONE OR NOT DONE IN CONNECTION WITH THIS AGREEMENT (AND WHETHER THE LIABILITY ARISES BECAUSE OF BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) SHALL BE LIMITED TO THE GREATER OF THE TOTAL AMOUNTS PAID AND PAYABLE BY YOU FOR THE USE OF THE SOFTWARE OR \$100 US DOLLARS.

5.3 NOTWITHSTANDING THE FOREGOING, RICOH PARTIES' LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF RICOH PARTIES' OR THEIR AGENTS OR EMPLOYEES; (B) FRAUDULENT MISREPRESENTATION, OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY MANDATORY APPLICABLE LAW; IS NOT EXCLUDED OR

**LIMITED BY THIS AGREEMENT, EVEN IF ANY OTHER TERM OF THIS AGREEMENT WOULD OTHERWISE SUGGEST THAT THIS MIGHT BE THE CASE.**

**5.4 TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AS DEFINED IN SECTION 11.3, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**6. Intellectual Property Rights.**

6.1 You acknowledge that all intellectual property rights, title, and interest in the Software and Documentation throughout the world are owned by Ricoh or its third party licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software, Documentation or anything else supplied to you under this Agreement other than limited License provided by this Agreement. Further, no right, title or interest to any trademark, service mark or trade names of Ricoh is granted by this Agreement. Without limiting the foregoing, Ricoh and/or its licensors retain all right, title, and interest in and to its or their intellectual property rights, including but not limited to: (a) all software code (source and object), functionality, technology, system or network architecture and user interfaces and all modifications thereto; (b) all ideas, trade secrets, inventions, patents, copyrights and other intellectual property rights with respect to the Software; (c) all evaluations, comments, ideas and suggestions made by you regarding the Software, whether or not those are incorporated into subsequent versions, and (d) any modifications or derivative works developed from Ricoh's or its licensors' intellectual property rights. You agree to treat, protect and maintain the intellectual property rights of Ricoh and its licensors as strictly confidential.

**7. Termination.**

7.1 If the Confirmation of Permitted Usage expressly provides for a fixed term License, the License is terminated at the end of the fixed term unless the parties agree in writing to renew it.

7.2 Except as provided in Section 7.1, the term of this License is perpetual and it is effective until terminated. At Ricoh's option and upon notice to you, this Agreement will terminate immediately if you fail to pay any fees or charges specified in your Confirmation of Permitted Usage or fail to comply with any of the material terms and conditions of this Agreement.

7.3 Upon expiration of the term (if applicable) or termination of this Agreement, you must immediately stop using the Software and, at Ricoh's option, delete, destroy or return the Software and all of its copies, and confirm to Ricoh when this has been done. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement shall survive.

**8. U.S. Government Restricted Rights.**

8.1 If you are licensing the Software or its accompanying Documentation for or on behalf of the U.S. Government, then in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DoD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DoD acquisitions), it is classified as "Commercial Computer Software" and "Commercial Computer Software Documentation" and is being licensed to U.S. Government end users (i) only as Commercial items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions hereof.

**9. Contact Information.**

9.1 Unless otherwise prohibited by applicable law without the possibility of contractual waiver or limitation, you agree to allow Ricoh to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere it does business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, resellers authorized by

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#### **10. Third Party Programs.**

10.1 You acknowledge that the Software may contain software programs, code or libraries owned by third parties and/or licensed pursuant to one or more open source software licenses ("Third Party Programs"). You may use such Third Party Programs only as integrated or contained in the Software; provided that all intellectual property rights in such Third Party Programs remain owned by their respective licensors. Where the license agreement or terms of use for such Third Party Programs (the "Third Party Licenses") are contained in the installation instructions, text or "readme" files, or other download or installation media that Ricoh provides to you in connection with the Software, your use of the Third Party Programs shall be subject to and you agree to comply with such Third Party Licenses. Except as otherwise set forth in a Third Party License, the restrictions and requirements in this Agreement shall apply to your use of all Third Party Programs.

10.2 Only when expressly permitted by applicable law without the possibility of contractual waiver or required by a Third Party License, Ricoh waives the prohibition in Section 2.1 hereof against reverse engineering or decompiling, but only as to the respective Third Party Program for the limited purpose required by the applicable license or law and not to create any software which is substantially similar to the Software. Except as expressly set out in this Agreement or by Ricoh, you acknowledge that you have no right to have access to the Software in source code form, in unlocked coding or otherwise in human readable form with comments.

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#### **11. General.**

11.1 Ricoh may transfer, assign, sub-contract or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, at any time during the term of the Agreement. Neither this Agreement nor the license to use the Software may be assigned or otherwise transferred by you except to (i) a wholly owned subsidiary or (ii) an affiliate that is controlled by or under common control with you and which, in either case, expressly agrees in writing to assume all obligations under this Agreement. No such permitted assignment shall release the original licensee from liability hereunder.

11.2 You agree to comply with all applicable export and import laws and regulations applicable to the

jurisdiction in which the Software was obtained and in which it is used. Without limiting the foregoing, in connection with use of the Software, you shall comply with all export laws and regulation applicable to goods of United States origin including those that prohibit the Software from being exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

11.3 The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The governing law and jurisdiction for this Agreement will depend upon where you purchased or obtained the Software, as follows:

- (a) if you purchased or obtained the Software in the Americas, this Agreement shall be deemed made under the laws of the State of New York, USA, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of the State of New York,
- (b) if you purchased or obtained the Software in Europe, the Middle East or Africa, this Agreement shall be deemed made under the laws of the England, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of England, or
- (c) if you purchased or obtained the Software in the regions other than those provided in clauses (a) and (b) above, this Agreement shall be deemed made under the laws of Japan, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of Tokyo, Japan.

**To the extent permitted by local law, the parties hereto waive any right they may have to trial by jury.**

11.4 Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby, it being the intent of the parties that this Agreement shall be enforced to the full extent allowable under applicable law. Without limiting the foregoing, if any limitation or exclusion of liability is held by a court or tribunal of competent jurisdiction to be unenforceable as to a particular claim or cause of action, the parties intend that it shall nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

11.5 Failure of Ricoh to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision.

11.6 You agree that this Agreement and any document expressly referred to in it (including the Confirmation of Permitted Usage) is the entire agreement between you and Ricoh concerning the Software and Documentation and supersedes all proposals or prior agreements, verbal or written, and any other communications between you and Ricoh relating to the Software and Documentation.

11.7 No amendment to this Agreement shall be effective unless signed by a duly authorized representative of both parties.

11.8 Ricoh will not be liable to you for any breach of this Agreement which arises because of any circumstances which Ricoh cannot reasonably be expected to control.

11.9 If the Software is supplied on a demonstration, evaluation or similar not-for-resale ("NFR") basis, you are granted a limited, non-exclusive license to use a copy of the Software under the terms of this Agreement for a limited time period only. BY YOUR USE OF THE NFR OR EVALUATION SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHT TO USE THE SOFTWARE WILL TERMINATE AFTER THE EVALUATION PERIOD AND THEREAFTER YOU WILL NOT BE ABLE TO USE THE SOFTWARE UNTIL YOU PURCHASE A COMMERCIAL LICENSE. ALL NFR OR EVALUATION COPIES ARE LICENSED "AS IS" WITH NO WARRANTIES OF ANY TYPE WHATSOEVER, AND NO SUPPORT AND MAINTENANCE.

11.10 No term of this Agreement is enforceable by a person who is not a party to this Agreement, except that all Ricoh Affiliates and licensors are direct and intended third-party beneficiaries of this Agreement and shall have the benefit of and the right to enforce all provisions of this Agreement which benefit and are enforceable by Ricoh.

11.11 If there are discrepancies between the English version of this Agreement and any other language versions of this Agreement, the English version of this Agreement shall prevail unless otherwise required by local law without the possibility of contractual waiver or limitation.

11.12 You acknowledge that the unauthorized disclosure or use of the Software or any related Documentation or of Ricoh's intellectual property rights, or breach of your confidentiality undertaking in violation of this Agreement would cause irreparable injury to Ricoh for which remedies at law would be inadequate. Accordingly, Ricoh may seek immediate injunctive or other equitable relief in a court of competent jurisdiction in connection with any breach or alleged breach of the provisions of this Agreement.

11.13 Nothing in this Agreement affects any statutory rights of consumers under applicable law that cannot be waived or limited by contract.

11.14 If any government or authority imposes a duty, tax (other than income tax), levy or fee on this Agreement or the sale or use of the Software itself that is not otherwise provided for in the Confirmation of Permitted Usage, you agree to pay it when Ricoh invoices you.

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## SOFTWARE LICENSE AGREEMENT

@ REMOTE CONNECTOR NX

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8



**Audit modules is governed by this Agreement.**

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**1. Grant and scope of license.**

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2.1 Except as expressly set out in this Agreement or as otherwise required by applicable mandatory law without the possibility of contractual waiver or limitation, you agree and undertake:

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- (d) not to rent, lease, sublicense, loan or transfer the Software and Documentation to any third party, or otherwise allow any third party to use the Software, without the prior written consent of Ricoh;
- (e) not to distribute, host as a service, make available for timesharing or otherwise make available for the benefit of third parties (whether for a fee or otherwise) the Software, in whole or in part;
- (f) to keep any authorized copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (g) to supervise and control use of the Software and ensure that the Software is used by your employees in accordance with the terms of this Agreement;
- (h) to include the copyright notice of Ricoh on all entire and partial copies of the Software in any form; and
- (i) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from Ricoh.

2.2 You must permit Ricoh and its authorized representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software or the Documentation is being kept or used, and any records kept pursuant to this Agreement, for the purpose of ensuring that you are complying with the terms of this Agreement.

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### **4. Warranty.**

4.1 Ricoh warrants that the media on which the software is contained, if any ("Media") will be free from defects in material or workmanship when used in accordance with this Agreement for a period of six months from the date that the Media is delivered to you. This limited warranty does not apply if the problem with the Media results from accident, abuse or misapplication of the Media and shall not extend to anyone other than the original user of the Software.

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4.4 You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

4.5 This Agreement sets out the full extent of Ricoh's obligations and liabilities in respect of the supply of the Software and Documentation. **EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, YOU ACKNOWLEDGE THAT THE SOFTWARE, SERVICES, SUPPORT AND ANYTHING ELSE SUPPLIED TO YOU UNDER THIS AGREEMENT ARE BEING PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND WHATSOEVER. RICOH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS WHATSOEVER (WHETHER EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, THE IMPLIED TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS. RICOH DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT ITS OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; OR THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED. TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AS DEFINED IN SECTION 11.3, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

#### 5. Ricoh's liability.

5.1 **UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION AND SUBJECT TO CLAUSE 5.4, IN NO EVENT SHALL RICOH, ITS AFFILIATES OR LICENSORS, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS (COLLECTIVELY, THE "RICOH PARTIES") BE LIABLE TO YOU (WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) FOR ANY: (A) LOSS OF PROFITS, SALES, BUSINESS, ANTICIPATED SAVINGS OR REVENUES; (B) LOSS OF GOODWILL; (C) LOSS, DAMAGE OR ALTERATION OF DATA; (D) LOSS OF OR LOSS OF USE OF HARDWARE, SOFTWARE OR DATA, OR (E) INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL LOSS OR DAMAGES.**

5.2 **IN ADDITION, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION, RICOH PARTIES' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT AND IN RELATION TO THE SOFTWARE AND ANYTHING WHICH RICOH HAS DONE OR NOT DONE IN CONNECTION WITH THIS AGREEMENT (AND**

WHETHER THE LIABILITY ARISES BECAUSE OF BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) SHALL BE LIMITED TO THE GREATER OF THE TOTAL AMOUNTS PAID AND PAYABLE BY YOU FOR THE USE OF THE SOFTWARE OR \$100 US DOLLARS.

5.3 NOTWITHSTANDING THE FOREGOING, RICOH PARTIES' LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF RICOH PARTIES' OR THEIR AGENTS OR EMPLOYEES; (B) FRAUDULENT MISREPRESENTATION, OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY MANDATORY APPLICABLE LAW; IS NOT EXCLUDED OR LIMITED BY THIS AGREEMENT, EVEN IF ANY OTHER TERM OF THIS AGREEMENT WOULD OTHERWISE SUGGEST THAT THIS MIGHT BE THE CASE.

5.4 TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AS DEFINED IN SECTION 11.3, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## 6. Intellectual Property Rights.

6.1 You acknowledge that all intellectual property rights, title, and interest in the Software and Documentation throughout the world are owned by Ricoh or its third party licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software, Documentation or anything else supplied to you under this Agreement other than limited License provided by this Agreement. Further, no right, title or interest to any trademark, service mark or trade names of Ricoh is granted by this Agreement. Without limiting the foregoing, Ricoh and/or its licensors retain all right, title, and interest in and to its or their intellectual property rights, including but not limited to: (a) all software code (source and object), functionality, technology, system or network architecture and user interfaces and all modifications thereto; (b) all ideas, trade secrets, inventions, patents, copyrights and other intellectual property rights with respect to the Software; (c) all evaluations, comments, ideas and suggestions made by you regarding the Software, whether or not those are incorporated into subsequent versions, and (d) any modifications or derivative works developed from Ricoh's or its licensors' intellectual property rights. You agree to treat, protect and maintain the intellectual property rights of Ricoh and its licensors as strictly confidential.

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7.1 If the Confirmation of Permitted Usage expressly provides for a fixed term License, the License is terminated at the end of the fixed term unless the parties agree in writing to renew it.

7.2 Except as provided in Section 7.1, the term of this License is perpetual and it is effective until terminated. At Ricoh's option and upon notice to you, this Agreement will terminate immediately if you fail to pay any fees or charges specified in your Confirmation of Permitted Usage or fail to comply with any of the material terms and conditions of this Agreement.

7.3 Upon expiration of the term (if applicable) or termination of this Agreement, you must immediately stop using the Software and, at Ricoh's option, delete, destroy or return the Software and all of its copies, and confirm to Ricoh when this has been done. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement shall survive.

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9.1 Unless otherwise prohibited by applicable law without the possibility of contractual waiver or limitation, you agree to allow Ricoh to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere it does business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, resellers authorized by Ricoh, and assignees of Ricoh for uses consistent with their collective business activities, including communicating with you (for example, for processing orders, for providing services, for promotions, and for market research). You acknowledge that your Contact Information will be stored at data centers, which may, or may not be located in the country where you are located, and you consent to the processing and storage of your Contact Information in such location (including storage at data centers outside the European Economic Area, even if you are located within the EEA). Under protection of confidentiality agreements, Ricoh may transfer your Contact Information to third party processors to help Ricoh provide services and manage its relationship with you, including purchase and order fulfillment, credit card processing, providing marketing assistance and providing other customer services. You agree that in the event we undergo re-organisation or are sold to a third party, Ricoh may transfer the Contact Information to that re-organised entity or third party.

## **10. Third Party Programs.**

10.1 You acknowledge that the Software may contain software programs, code or libraries owned by third parties and/or licensed pursuant to one or more open source software licenses ("Third Party Programs"). You may use such Third Party Programs only as integrated or contained in the Software; provided that all intellectual property rights in such Third Party Programs remain owned by their respective licensors. Where the license agreement or terms of use for such Third Party Programs (the "Third Party Licenses") are contained in the installation instructions, text or "readme" files, or other download or installation media that Ricoh provides to you in connection with the Software, your use of the Third Party Programs shall be subject to and you agree to comply with such Third Party Licenses. Except as otherwise set forth in a Third Party License, the restrictions and requirements in this Agreement shall apply to your use of all Third Party Programs.

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## **11. General.**

11.1 Ricoh may transfer, assign, sub-contract or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, at any time during the term of the Agreement. Neither this Agreement nor the license to use the Software may be assigned or otherwise transferred by you except to (i) a wholly owned subsidiary or (ii) an affiliate that is controlled by or under common control with you and which, in either case, expressly agrees in writing to assume all obligations under this Agreement. No such permitted assignment shall release the original licensee from liability hereunder.

11.2 You agree to comply with all applicable export and import laws and regulations applicable to the jurisdiction in which the Software was obtained and in which it is used. Without limiting the foregoing, in connection with use of the Software, you shall comply with all export laws and regulation applicable to goods of United States origin including those that prohibit the Software from being exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

11.3 The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The governing law and jurisdiction for this Agreement will depend upon where you purchased or obtained the Software, as follows:

- (a) if you purchased or obtained the Software in the Americas, this Agreement shall be deemed made under the laws of the State of New York, USA, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of the State of New York,
- (b) if you purchased or obtained the Software in Europe, the Middle East or Africa, this Agreement shall be deemed made under the laws of the England, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of England, or
- (c) if you purchased or obtained the Software in the regions other than those provided in clauses (a) and (b) above, this Agreement shall be deemed made under the laws of Japan, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of Tokyo, Japan.

**To the extent permitted by local law, the parties hereto waive any right they may have to trial by jury.**

11.4 Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby, it being the intent of the parties that this Agreement shall be enforced to the full extent allowable under applicable law. Without limiting the foregoing, if any limitation or exclusion of liability is held by a court or tribunal of competent jurisdiction to be unenforceable as to a particular claim or cause of action, the parties intend that it shall nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

11.5 Failure of Ricoh to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision.

11.6 You agree that this Agreement and any document expressly referred to in it (including the

Confirmation of Permitted Usage) is the entire agreement between you and Ricoh concerning the Software and Documentation and supersedes all proposals or prior agreements, verbal or written, and any other communications between you and Ricoh relating to the Software and Documentation.

11.7 No amendment to this Agreement shall be effective unless signed by a duly authorized representative of both parties.

11.8 Ricoh will not be liable to you for any breach of this Agreement which arises because of any circumstances which Ricoh cannot reasonably be expected to control.

11.9 If the Software is supplied on a demonstration, evaluation or similar not-for-resale ("NFR") basis, you are granted a limited, non-exclusive license to use a copy of the Software under the terms of this Agreement for a limited time period only. BY YOUR USE OF THE NFR OR EVALUATION SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHT TO USE THE SOFTWARE WILL TERMINATE AFTER THE EVALUATION PERIOD AND THEREAFTER YOU WILL NOT BE ABLE TO USE THE SOFTWARE UNTIL YOU PURCHASE A COMMERCIAL LICENSE. ALL NFR OR EVALUATION COPIES ARE LICENSED "AS IS" WITH NO WARRANTIES OF ANY TYPE WHATSOEVER, AND NO SUPPORT AND MAINTENANCE.

11.10 No term of this Agreement is enforceable by a person who is not a party to this Agreement, except that all Ricoh Affiliates and licensors are direct and intended third-party beneficiaries of this Agreement and shall have the benefit of and the right to enforce all provisions of this Agreement which benefit and are enforceable by Ricoh.

11.11 If there are discrepancies between the English version of this Agreement and any other language versions of this Agreement, the English version of this Agreement shall prevail unless otherwise required by local law without the possibility of contractual waiver or limitation.

11.12 You acknowledge that the unauthorized disclosure or use of the Software or any related Documentation or of Ricoh's intellectual property rights, or breach of your confidentiality undertaking in violation of this Agreement would cause irreparable injury to Ricoh for which remedies at law would be inadequate. Accordingly, Ricoh may seek immediate injunctive or other equitable relief in a court of competent jurisdiction in connection with any breach or alleged breach of the provisions of this Agreement.

11.13 Nothing in this Agreement affects any statutory rights of consumers under applicable law that cannot be waived or limited by contract.

11.14 If any government or authority imposes a duty, tax (other than income tax), levy or fee on this Agreement or the sale or use of the Software itself that is not otherwise provided for in the Confirmation of Permitted Usage, you agree to pay it when Ricoh invoices you.

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