

SERIAL 13011 RFP COPIERS/MULTI-FUNCTION DEVICES (MFD), SERVICE AND SUPPORT

DATE OF LAST REVISION: June 19, 2014

CONTRACT END DATE: June 30, 2019

CONTRACT PERIOD THROUGH ~~JANUARY MAY 31~~ JUNE 30, 2019

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **COPIERS/MULTI-FUNCTION DEVICES (MFD), SERVICE AND SUPPORT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 09, 2013**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/mm
Attach

Copy to: Office of Procurement Services
Becki McGlynn, CHS
Lois Rees, COSC
Cynthia Robinson, MCDOT
Amie Bristol, MCSOT
John Careccia, OET
Tom Campbell, Reprographics

(Please remove Serial 09011-IGA from your contract notebooks)



CONTRACT PURSUANT TO RFP

This Contract is entered into this 9th day of October, 2013 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Ricoh USA, Inc. an Ohio corporation ("Contractor") for the acquisition of copiers/multi-function devices (MFD), services and support.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years and ~~four (4) eight (8)~~ **nine (9)** months, beginning on the 9th day of October, 2013 and ending the ~~31st-30th~~ day of ~~January~~ **May June**, 2019.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A, A-1, A-2, A-3."
 - 3.1.1 Payment shall occur thirty (30) days after installation and acceptance of equipment by the County department.
 - 3.1.2 Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All MCSO invoices shall be emailed to the following: MCSO_Accounts_Payable@mcs.maricopa.gov.
 - 3.1.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>). The County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract subject to the pricing and payment terms in Exhibit A-1.

3.1.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.1.5 The Contractor shall submit an invoice that reflects the total monthly billing amount due by department with an itemized break down by volume category containing the following information:

- a. A complete listing by County department, site location and machine serial number of each copier in that volume category, billed to each department for the copiers they have in inventory from the Contractor.
- b. Color copy counter (meter) monthly readings for each copier, if applicable
- c. Total copies chargeable to each copier for that month and the applicable County department's accounting data.
- d. The total cost incurred by the production of those copies.

The invoice must be dated and contain the following information:

- a. Name and address of Contractor (Note: It must correspond to the remittance address in the contract);
- b. County bill-to name and contact information;
- c. Contract serial number;
- d. Payment terms as bid;
- e. Purchase order number of using County department

Failure to provide this information will cause the using department to return the invoice for corrections and thus delay payment.

All invoices must be submitted AFTER the PMP services have been provided at the end of each month. Invoices shall be submitted to the County department where the copier is in use.

4.0 ORDERING AUTHORITY:

4.1 The Contractor should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a County Certified Agency Procurement Aid (CAPA).

4.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this contract at their discretion and/or other state and local agencies (Customers) may procure the products under this contract by the issuance of a purchase order to the Contractor. Purchase orders must cite the contract number.

4.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this contract have been met. A purchase order for the products is the only document necessary for County departments to purchase and for the Contractor to proceed with delivery of materials available under this contract.

4.4 Any attempt to represent any product not specifically awarded under this contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

5.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

5.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful

Contractor under this contract, a member of \$AVE may access a contract resulting from a solicitation issued by the County.

6.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

6.1 The County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract.

7.0 AVAILABILITY OF FUNDS:

7.1 (i) If all of the following shall occur: (A) if the County fails to appropriate sufficient monies in any fiscal period for Equipment and other payments coming due under a Schedule to this Contract in the next succeeding fiscal period (ii) If a Non-Appropriation occurs, then: (A) County must give Contractor immediate notice of such Non-Appropriation and provide written notice of such failure by the County at least thirty (30) 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 Equipment due under any Schedule to the Contract (the "Return Date"), County shall return to Contractor all, but not less than all, of the Equipment covered by such Schedule to this Contract, at Contractor sole expense, in accordance with the terms hereof; and (C) any Schedule to this Contract shall terminate on the Return Date without penalty or expense to County and County shall not be obligated to pay the Equipment beyond such fiscal year, provided that (x) County shall pay any and all Equipment and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) County shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that County fails to return the Equipment as required herein.

8.0 DUTIES:

Contractor and/or its affiliate companies will provide County with the services more particularly described in an ordering document (the "Services"). In order to obtain Services from Contractor, County shall submit to Contractor an ordering document in the form of a Service Order, Statement of Work or other written instrument accepted and approved by Contractor (a "Service Order") as set forth in Exhibit I. In order to expedite the ordering and delivery process, and for the convenience of the County, this Contract establishes the terms and conditions between the parties governing all Services. Any documents issued by County to procure services at any time for any reason, even if they do not expressly reference or incorporate this Contract, will not modify or affect this Contract, nor have any other legal effect, 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 Contract. In the event of a conflict between this Contract and a Service Order, the terms and conditions of the Contract shall prevail.

8.1 The Contractor shall perform all duties stated in Exhibit "~~B-G~~ I", or as otherwise directed in writing by the Procurement Officer.

8.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

9.0 TERMS and CONDITIONS:

9.1 INDEMNIFICATION:

9.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all third-party claims, damages, losses and expenses, including, but not limited to, reasonable attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of

this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

9.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

9.1.3 The scope of this indemnification does not extend to the sole negligence of County.

9.2 **INSURANCE REQUIREMENTS:**

9.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the reasonable approval of County. The form of any insurance policies and forms must be reasonably acceptable to County.

9.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

9.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

9.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

9.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies.

9.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

9.2.7 The insurance policies required by this Contract, except Workers' Compensation shall list County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

9.2.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

9.2.9 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit.

The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

9.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

9.2.11 Workers' Compensation.

9.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

9.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

9.2.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

9.2.12.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

9.2.12.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date and/or in accordance with the terms and conditions of the policy. The policy shall be in effect during the term of the contract.

9.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to be canceled without thirty (30) days prior written notice to the County.

9.3 WARRANTY OF SERVICES:

9.3.1 Contractor warrants that the services shall be performed by Contractor in a workmanlike manner and in accordance with industry standards. Contractor further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the equipment will be in good working order and will be free from any defects in material and workmanship. Contractor's obligations under this warranty are limited solely to the repair or replacement (at Contractor's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply (a) if the equipment is installed, wired, modified,

altered, moved or serviced by anyone other than Contractor, or (b) if the equipment is installed, stored and utilized and/or maintained in a manner not consistent with Contractor specifications, or (c) if a defective or improper non-Contractor accessory or supply or part is attached to or used in the equipment, or (d) if the equipment is relocated to any place where Contractor services are not available. Contractor disclaims all other express or implied warranties including but not limited to, any implied warranties of merchantability, fitness for use, or fitness for a particular purpose with respect to any equipment or products provided to the County.

9.4 INSPECTION OF SERVICES:

9.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

9.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

9.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

9.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

9.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

9.4.4.1 Terminate the Contract for default as set forth in Section 9.8.

9.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

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

9.6 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County issues a purchase order or a written notice to proceed.

9.7 **TERMINATION FOR CONVENIENCE:**

This Contract 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 Service Order remains in effect. Any earlier termination of this Contract for any reason shall not be deemed to terminate, alter or otherwise modify the term of any Service Order, which shall remain in effect in accordance with its terms and subject to this Contract. Except as otherwise set forth in a Service Order, either party may terminate any of the Services specified in a Service Order upon thirty (30) days' prior written notice, subject to any termination fee as may be set forth in the applicable Service Order or in this Contract. In the event Contractor terminates any Services procured hereunder or this Contract without cause, Contractor shall reimburse County for any prepaid fees related to Services not rendered prior to termination. Upon termination of this Contract by County, County shall be responsible for payment for all Services completed by Contractor and accepted by County through the effective date of termination and the Fees for Contractor-Provided Equipment as set forth in Section 9.28 B(3).

9.8 **TERMINATION FOR DEFAULT:**

In addition to the rights reserved in the Contract or at law or equity, either party shall have the right to cancel the Services provided under this Contract immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Contract when due, accurate and payable, and such failure continues for a period of thirty (30) working 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 Contract, and such failure or breach shall continue unremedied for a period of thirty (30) working 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. In the event an action is brought to interpret or enforce this Contract, the prevailing party shall be entitled to reimbursement of all costs including but not limited to reasonable attorney fees and court costs incurred.

9.8.1 Upon termination for by Contractor for a County default, the terms of Section 9.28 under "Default" shall apply.

9.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

9.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.

9.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9.9 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

9.10 **OFFSET FOR DAMAGES:**

In addition to all other remedies at law or equity, the County may offset from any Service allocation by machine as set forth in Exhibit A-3 due to the Contractor for any amounts Contractor

owes to the County for damages resulting from breach or deficiencies in performance under this contract.

9.11 ADDITIONS/DELETIONS OF SERVICE:

Notwithstanding the foregoing, both parties acknowledge that the County may, from time to time, desire to make certain changes to the fleet of Equipment under this Contract. Such changes may include equipment upgrades, downgrades and/or terminations. The County may contact the Contractor representative to discuss such desired changes. The Contractor representative we will work with the County in order to confirm the actual terms applicable to any changes. Any changes must (i) be set forth in writing as an amendment to the applicable Schedule, and (ii) signed by both parties in order to confirm the specific transaction terms, including, but not limited to, the amount of any upgrade, downgrade or termination payment charges.

9.12 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing here in or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

9.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

9.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

9.15 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

9.15.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

9.15.2 Upon the prior written request of the County, and no more frequently than once a year, if it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

9.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to

adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

9.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

9.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon written request, any available information that is relevant to this Contract and to the performance hereunder.

9.19 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

9.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

9.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

9.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 9.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

9.21 CONTRACTOR LICENSE REQUIREMENT:

9.21.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

9.21.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

9.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

9.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

9.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

9.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

9.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

9.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

9.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

9.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

9.23 PRICES:

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services on the State of Arizona Contract or US Communities contract whichever is more advantageous to the County.

9.24 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

9.25 INFLUENCE:

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 9.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 9.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

9.26 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If the Contractor believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

9.27 LIMITATIONS:

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN A SERVICE ORDER, CONTRACTOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS CONTRACT, 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. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE COUNTY OR A THIRD PARTY FOR ANY DAMAGES (1) RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS CONTRACT OR (2) RELATED TO THE LOSS, DAMAGE OR DESTRUCTION OF ANY NEGOTIABLE INSTRUMENTS PROVIDED BY THE COUNTY. CONTRACTOR 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. THE CONTRACTOR SHALL BE EXCUSED FROM ANY DELAY OR FAILURE IN PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT 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 CONTRACTOR TO THE COUNTY OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS CONTRACT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO CONTRACTOR FOR THE PERFORMANCE OF SERVICES UNDER THIS CONTRACT DURING THE ANNUAL 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.

9.28 EQUIPMENT DEFINITIONS AND TERMS.

- A. Covered Equipment.** "Covered Equipment" shall mean all Contractor-Provided Equipment as set forth below.

B. Contractor-Provided Equipment. The following terms shall apply to all Contractor-Provided Equipment:

1. Provision of Contractor-Provided Equipment. In consideration for County's payment of the Fee as set forth in ~~Exhibit A-1~~ **Exhibit A, A-1, A-2 and A-3**, Contractor will provide the equipment set forth on **in designated Schedule 1** to the Service Order under the heading "Contractor-Provided Equipment" (the "Contractor Provided Equipment"). The minimum non-cancellable term of the Contractor-Provided Equipment (the "Minimum Term") will be set forth on the Equipment Usage Schedule, substantially in the form attached hereto as Exhibit D to the Service Order. All Contractor-Provided Equipment shall remain the property of Contractor or Contractor's assignee, and County shall have no right, title or interest in or to the Contractor-Provided Equipment other than as expressly set forth herein. Contractor may sell or assign all or a portion of its interests in the Contractor-Provided Equipment and/or the Fee with prior written notice to the County. In that event the assignee will have such rights as Contractor assigns them but none of Contractor's obligations, which shall remain with Contractor, and the rights of the assignee will not be subject to any claims, defenses or set-offs that County may have against Contractor.

2. Addition of Contractor-Provided Equipment. In the event County desires to add Contractor-Provided Equipment to this Contract, Contractor and County will execute an Equipment Usage Schedule, substantially in the form attached as Exhibit D to the Form of Service Order (Exhibit I to this Contract), and the Fee will be increased by the amount applicable for such Contractor-Provided Equipment as set forth on the Equipment Usage Schedule under the heading "Fee." The Equipment Usage Schedule will set forth the Minimum Term. Each Equipment Usage Schedule shall be governed by the terms and conditions of the Contract and the Service Order, as well as the terms set forth in such individual Equipment Usage Schedule.

3. Effect of Termination on Contractor-Provided Equipment. In the event County terminates the Services under this Contract pursuant to Section 9.7 of the Contract, County must elect in its termination notice to either: (i) retain all of the Contractor-Provided Equipment as set forth in Option A below; (ii) return all of the Contractor-Provided Equipment as set forth in Option B below.

Option A (Retain). If County elects in its written termination notice to Contractor to retain the Contractor-Provided Equipment:

1. County shall be obligated for all maintenance costs of the Contractor-Provided Equipment and all Contractor Provided Equipment supply costs (including, but not limited to toner, developer, and staples);
2. County shall pay to Contractor the aggregate monthly Fee as set forth under the Service Order and any and all executed Equipment Usage Schedules issued during the Initial Term or any Renewal Term of the Service Order on a monthly basis for the remaining Minimum Term of the Service Order and of each executed Equipment Usage Schedule at the time of termination of the Services;
3. County shall pay to Contractor all other fees and charges incurred by County through the date of termination of the Services under this Service Order.

Option B (Return). If County elects in its written termination notice to Contractor to return the Contractor-Provided Equipment:

1. County shall be obligated to make available all the Contractor-Provided Equipment in a manner directed by Contractor;
2. County shall pay to Contractor all Third Party Buyout Amounts paid by Contractor under this Service Order, divided by sixty (60) and multiplied by the number of months remaining in the Initial Term of this Service Order;
3. County shall pay to Contractor a one-time aggregate sum, equal to the monthly Fee set forth in any and all Service Orders multiplied by the number of months remaining in the Initial Term or renewal term (if applicable) of the Service Order(s), at the time of termination of the Services; and
4. County shall pay to Contractor all other fees and charges incurred by County, and any other amounts due under the Service Order and any Equipment Usage Schedule, through the date of termination of the Services under this Service Order.

4. Location of Contractor Provided Equipment. County agrees to keep the Contractor Provided Equipment at the County's location. County must obtain Contractor's written permission, which will not be unreasonably withheld, to move the Contractor Provided Equipment from County's location. To the extent the Contractor Provided Equipment 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".

5. Ownership of Contractor Provided Equipment; Assignment. Contractor is the sole owner and titleholder to the Contractor Provided Equipment (except for any Software). County agrees to keep the Contractor Provided Equipment free of all liens and encumbrances. COUNTY AGREES IT HAS NO

RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE CONTRACTOR PROVIDED EQUIPMENT WITHOUT CONTRACTOR'S PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld).

6. Software or Intangibles. To the extent that the Contractor Provided Equipment includes Software, County understands and agrees that, except as expressly set forth herein, Contractor has no right, title or interest in the Software and that County will comply throughout the term of this Service Order, and Minimum Term and renewal term thereof (if applicable) of any Equipment Usage Schedule, with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). County agrees that it is responsible for entering into any Software License with the Software Supplier no later than the effective date of this Service Order or Equipment Usage Schedule, as applicable.

7. Taxes, Fees and Charges. In addition to the payments under this Service Order and any Equipment Usage Schedule, County agrees to pay all taxes, fees, and filing costs related to the use of the Contractor Provided Equipment, even if billed after the end of the term set forth on this Service Order and/or Equipment Usage Schedule.

UCC Filing. Intentionally Omitted.

8. Risk of Loss. Because County has possession and control of the Contractor Provided Equipment, County is responsible for any damage, injury or loss caused by (or to) the Contractor Provided Equipment or other property resulting from the use, misuse or possession of the Contractor Provided Equipment or any accident or other casualty relating to the Contractor Provided Equipment. Contractor is responsible for damage or injury to third persons to the extent the damage or injury is caused by Contractor's negligent acts or omissions.

9. Return of Contractor Provided Equipment. County agrees that after the term of this Service Order and/or Equipment Usage Schedule and any extension, it will continue to make additional payments due until the Contractor Provided Equipment is returned by County, or made available to Contractor, and is received in good condition and working order by Contractor or its designees.

10. Minimum Equipment Fees Not Subject to Set Off; Delivery and Acceptance. ALL MINIMUM EQUIPMENT FEES ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION. County agrees to sign and return to Contractor a delivery and acceptance certificate (which, at Contractor's request, may be done electronically) within five (5) business days after any Contractor Provided Equipment is installed.

11. Default. In the event of a County default pursuant to Section 9.8 (Termination For Default) of the Contract, should Contractor terminate this Service Order due to a County default:

- (A) County shall permit Contractor to remove from County's location the Contractor-Provided Equipment and any unused Contractor-purchased supplies
- (B) Any such termination shall be effected by delivery to County, 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, County agrees to return the Contractor-Provided Equipment to Contractor in the manner required under this Contract and to pay to Contractor (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Equipment, Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Equipment, Software and/or Software License, as applicable, times the number of months remaining in the term of such Equipment Usage Schedule (or any renewal of such Schedule) and/or any Software and/or Software License, plus any other amounts then due and payable under this Contract and/or, Schedule with respect to such Contractor-Provided Equipment, Software and/or Software License. Contractor shall supply the County with the actual number of Payments remaining and the total amount due, and the County shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any SLA (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
- (C) In the event that County terminates the Service Order (as hereunder defined) between County and the Contractor relating to the Contractor-Provided Equipment provided hereunder due to a material breach by Contractor 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 this Contract), County shall have the option of terminating the particular piece of Contractor-Provided Equipment under an Equipment Usage Schedule to which such service failure relates upon thirty (30) days prior written notice to Contractor. In the event of such termination, County shall make available such Contractor-Provided Equipment in a manner directed by Contractor and pay all fees and charges incurred through the termination date of the applicable Equipment, including any late fee charges (to the extent such late fee charges may be charged pursuant to the Equipment Usage Schedule). The

County shall have no further financial obligation for such Contractor Provided Equipment as identified in the Service Order (as hereunder defined).

12. Upon expiration of this Service Order or cancellation of the Services for any reason, County shall permit Contractor to remove from County's location(s) the Contractor-Provided Equipment and any unused Contractor-provided supplies.

9.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this contract and Contractor's Service Order, if applicable, the terms of this Contract shall prevail.

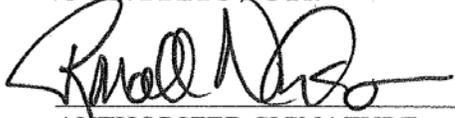
9.30 INCORPORATION OF DOCUMENTS

The following are to be attached to and made part of this contract:

- 9.30.1 Exhibit A, Pricing;
- 9.30.2 Exhibit A-1; Coterminous Pricing;
- 9.30.3 Exhibit A-2, US Communities Contract #4400003732 Pricing
- 9.30.4 Exhibit A-3, Service Component Allocation
- 9.30.5 Exhibit B, Scope of Work;
- 9.30.6 Exhibit C, Service Level Agreement;
- 9.30.7 Exhibit D, Equipment Inventory;
- 9.30.8 Exhibit E, Equipment Specifications;
- 9.30.9 Exhibit F, Sample Training Plan;
- 9.30.10 Exhibit G, Sample Implementation/Delivery Plan;
- 9.30.11 Exhibit H, Security Guidelines; and
- 9.30.12 Exhibit I, Sample Service Order Form
- 9.30.13 **Amendment No 1**
- 9.30.14 **Amendment No 2**
- 9.30.15 **Amendment No 3**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:



AUTHORIZED SIGNATURE

Ronald Nelson

PRINTED NAME AND TITLE

1910 W. UNIVERSITY DR. TEMPE AZ

ADDRESS

9.18.13

DATE

MARICOPA COUNTY:



CHAIRMAN, BOARD OF SUPERVISORS

OCT 14 2013

DATE

ATTESTED:


CLERK OF THE BOARD 100913

OCT 14 2013

DATE

APPROVED AS TO FORM:


LEGAL COUNSEL

OCT 16 2013
DATE

EXHIBIT A

PRICING

SERIAL 13011-RFP
 NIGP CODE: 98526
 COMPANY NAME: Ricoh USA
 DOING BUSINESS AS (DBA) NAME: 2011003111
 MAILING ADDRESS: 1910 West Universty Avenue
Tempe, AZ 85281
 REMIT TO ADDRESS: sa
 TELEPHONE NUMBER: (480) 379-7000
 FACSIMILE NUMBER: (480) 379-8693
 WEB SITE: www.ricoh-usa.com
 REPRESENTATIVE NAME: Joe Zavislak
 REPRESENTATIVE PHONE NUMBER: (480) 379-7469
 REPRESENTATIVE E-MAIL: joseph.zavislak@ricoh-usa.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: [X] []

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: [X] []
 2.5% charge to use

PAYMENT TERMS: [X] NET 30 DAYS

*** Ricoh will offer a 2 % discount on the below pricing for any Maricopa County department that agrees to pay the entire fiscal year in full up front each year.**

PRICING:

			60 Months Monthly Flat Rate*
1.0 Class One (1) B&W Copiers (Desktop and Console)	CPM	Model No.	
1.1 Segment 2 (Desktop only)	20-29	MP201SPF	\$ 56.30
1.1 Segment 2	20-29	MP2352	\$ 78.20
1.2 Segment 3	30-39	MP3352	\$ 198.58
1.3 Segment 4	40-49	MP4002	\$ 169.08
1.4 Segment 5	50-59	MP5002	\$ 197.82
1.5 Segment 6	60-69	MP6002	\$ 300.71
1.6 Segment 7	70-79	MP7502	\$ 372.72

*** Please see below for alternative models**

*Unlimited Copies

SERIAL 13011-RFP

2.0 Class Two (2) Color Copiers (Console Only)	CPM	Model No.	Monthly Flat Rate*	Cost Per Copy**
2.1 Segment 2	20-29	MPC3002	\$ 133.28	\$0.0550
2.2 Segment 3	30-39	MPC3002	\$ 143.26	\$0.0550
2.3 Segment 4	40-49	MPC4502	\$ 220.90	\$0.0525
2.4 Segment 5	50-59	MPC5502	\$ 240.69	\$0.0525
2.5 Segment 6	60-69	MPC6501	\$ 445.86	\$0.0510

***Unlimited Copies**

**** Per impression regardless of size**

Class One (1)

3.0 Optional Pricing (Include for each class of copier and segment)	Seg 2	Seg 3	Seg 4	Seg 5	Seg 6	Seg 7
3.1 Advanced Office Finisher						
3.1.1 Advanced Office Finisher - 500 Sheet	\$ 6.54	\$ 6.54				
3.1.2 Advanced Office Finisher - 1000 Sheet	\$ 13.49	\$13.49	Included in Base Unit		Included in Base Unit	
3.2 Internal/Wing Finisher	Included in Base Unit		Included in Base Unit		Included in Base Unit	
3.3 Booklet Maker	\$ 27.61	\$ 27.61	\$ 29.43	\$ 29.43	\$ 35.57	\$ 35.57
3.4 Inline 3-Hole Punch	\$ 6.67	\$ 6.67	\$ 4.24	\$ 4.24	\$ 4.26	\$ 4.26
3.5 Large Capacity Tray						
3.5.1 Large Capacity Tray - A	\$ 10.22	\$ 10.22	\$ 10.22	\$ 10.22	\$ 18.77	\$ 18.77
3.5.2 Large Capacity Tray - B						
<u>Optional Connectors</u>						
3.6 Right Fax Connector*	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77
*Needs Right Fax Server						
3.7 On Base Connector (Quantity Discounts for Connectors Available)	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28
3.8 Card Reader	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52

Class Two (2)

	Seg 2	Seg 3	Seg 4	Seg 5	Seg 6
3.1 Advanced Office Finisher					
3.1.1 Advanced Office Finisher - 500 Sheet	Included in Base Unit				
3.1.2 Advanced Office Finisher - 1000 Sheet	\$ 13.49	\$ 13.49	Included in Base Unit		Included in Base Unit
3.2 Internal/Wing Finisher	Included in Base Unit		Included in Base Unit		Included in Base Unit
3.3 Booklet Maker	\$ 27.61	\$ 27.61	\$ 29.43	\$ 29.43	\$ 33.27

SERIAL 13011-RFP

3.4 Inline 3-Hole Punch	\$ 5.09	\$ 5.09	\$ 4.24	\$ 4.24	\$ 8.79
3.5 Large Capacity Tray					
3.5.1 Large Capacity Tray - A	\$ 10.22	\$ 10.22	\$ 10.22	\$ 10.22	\$ 18.22
3.5.2 Large Capacity Tray - B	\$ 10.32	\$ 10.32	\$ 10.32	\$ 10.32	\$ 49.49

Optional Connectors:

3.6 Right Fax Connector*	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77
*Needs Right Fax Server					
3.7 On Base Connector (Quantity Discounts for Connectors Available)	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28
3.8 Card Reader	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52

4.0 Optional Services

4.1 Emergency Services (after County normal business hours)	\$ 400.00	1st Hour
	\$ 100.00	Add'l Time- 1/4 hr.

Note: Based on location and service coverage, requests for after hours will be responded to with the best effort.

List additional optional services as needed	Monthly Flat Rate*	Cost Per Copy
1.1 Segment 2 (Desktop only) - Alternative MP 301 SPF	\$ 58.21	
1.1 Segment 2 (Desktop only) - Alternative SP 5210SFHW	\$ 75.59	
Additional Paper Feed Unit - SP 5210SFHW	\$ 5.68	
1.1 Segment 2 (Desktop only) - Alternative MPC 305 SPF	\$ 68.84	\$ 0.0580

EXHIBIT A-1
COTERMINOUS PRICING

PRICING:

		12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months
1.0 Class One (1) B&W Copiers (Desktop and Console)	CPM	Monthly Flat Rate*							
1.1 Segment 2 (Desktop only)	20-29	\$131.06	\$ 94.50	\$ 80.64	\$ 72.34	\$65.99	\$62.88	\$60.16	\$ 58.20
1.1 Segment 2	20-29	\$159.32	\$119.65	\$104.61	\$ 95.61	\$88.72	\$85.34	\$82.39	\$ 80.27
1.2 Segment 3	30-39	\$509.41	\$357.41	\$299.78	\$265.30	\$238.90	\$225.96	\$214.63	\$206.51
1.3 Segment 4	40-49	\$471.68	\$323.70	\$267.60	\$234.04	\$208.34	\$195.73	\$184.71	\$176.81
1.4 Segment 5	50-59	\$582.47	\$394.37	\$323.05	\$280.39	\$247.72	\$231.70	\$217.69	\$207.64
1.5 Segment 6	60-69	\$966.52	\$640.92	\$517.48	\$443.63	\$387.08	\$359.35	\$335.10	\$317.71
1.6 Segment 7	70-79	\$1,137.01	\$763.25	\$621.55	\$536.79	\$471.87	\$440.04	\$412.20	\$392.23

*Unlimited Copies

2.0 Class Two (2) Color Copiers (Console Only)	CPM	Cost Per Copy**	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months
2.1 Segment 2	20-29	\$0.0550	\$491.07	\$316.10	\$249.77	\$210.08	\$179.69	\$164.79	\$151.76	\$142.41
2.2 Segment 3	30-39	\$0.0550	\$501.05	\$326.08	\$259.74	\$220.06	\$189.67	\$174.77	\$161.74	\$152.39
2.3 Segment 4	40-49	\$0.0525	\$682.93	\$456.99	\$371.33	\$320.08	\$280.84	\$261.60	\$244.77	\$232.70
2.4 Segment 5	50-59	\$0.0525	\$851.17	\$552.62	\$439.44	\$371.73	\$319.88	\$294.45	\$272.22	\$256.27
2.5 Segment 6	60-69	\$0.0510	\$1,453.86	\$960.92	\$774.04	\$662.24	\$576.62	\$534.64	\$497.92	\$471.59

*Unlimited Copies

**Per impression regardless of size

EXHIBIT A-2

US COMMUNITIES CONTRACT #4400003732 PRICING

As part of this agreement Maricopa County may utilize the US Communities contract for software and MFD add on's as needed.

Pricing can be found at the following location:

County of Fairfax

Department of Purchasing and Supply Management

Contract Number: 4400003732

U.S. Communities 2013

<http://www.uscommunities.org>

EXHIBIT A-3**SERVICE COMPONENT ALLOCATION**

Class	Segment	Model	Monthly Flat Rate	FINAL COLOR CPC
Class 1	1.1 Segment 2 (Desktop only)	Ricoh MP 201SPF**	\$ 23.00	
Class 1	1.1 Segment 2	Ricoh MP 2352SP	\$ 42.98	\$ -
Class 1	1.2 Segment 3	Ricoh MP 3352SP	\$ 94.10	\$ -
Class 1	1.3 Segment 4	Ricoh MP 4002SP	\$ 67.09	\$ -
Class 1	1.4 Segment 5	Ricoh MP 5002SP	\$ 71.08	\$ -
Class 1	1.5 Segment 6	Ricoh MP 6002SP	\$ 89.19	\$ -
Class 1	1.6 Segment 7	Ricoh MP 7502SP	\$ 131.51	\$ -
Class 2	2.1 Segment 2	Ricoh MP C3002	\$ 14.64	\$ 0.0550
Class 2	2.2 Segment 3	Ricoh MP C3002	\$ 24.62	\$ 0.0550
Class 2	2.3 Segment 4	Ricoh MP C4502A	\$ 70.83	\$ 0.0525
Class 2	2.4 Segment 5	Ricoh MP C5502A	\$ 45.85	\$ 0.0525
Class 2	2.5 Segment 6	Ricoh MP C6501	\$ 131.16	\$ 0.0510

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

This is the Scope of Work for Exhibit B to the Contract pursuant to RFP by and between the County and the Contractor for a copier acquisition program based on a Print Management Program (PMP) pricing model wherein the Contractor supplies the copier, scheduled routine maintenance, repairs, parts, and ALL consumables (except paper). The Contractor shall replace the existing copiers with new, not used or refurbished, copiers.

ALL EQUIPMENT CURRENTLY ON CONTRACT IS SCHEDULED TO EXPIRE JANUARY 31, 2014. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING THE ENTIRE COUNTY FLEET PRIOR TO THIS DATE. SEE EXHIBIT D FOR AN INVENTORY LIST (SUBJECT TO CHANGE). THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING WITH THE VARIOUS DEPARTMENTS TO DETERMINE THE CORRECT SIZE MACHINE(S) BASED ON HISTORICAL USAGE REPORTS AND FUTURE BUSINESS NEEDS AND REQUIREMENTS.

The Contractor shall be responsible for providing all phases of copier services. This shall include providing new copy machines, providing prompt maintenance (both preventative and remedial), providing all supplies (except paper), providing accounting and invoicing data, providing delivery and copier set-up services, providing copier volume usage reports and providing both initial and continuous operator training. The costs for the foregoing services shall be included in the unit price per copier category as stated in Exhibit A.

THIS CONTRACT IS FOR UNLIMITED BLACK AND WHITE (B&W) COPIES WITH COLOR COPIES BASED ON A COST PER COPY CHARGE. THIS IS NOT A LEASE, THEREFORE THE EQUIPMENT IS OWNED, SERVICED AND MAINTAINED BY THE CONTRACTOR AS DESCRIBED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

In addition, the Contractor shall provide a Print Management Program Manager (PMPM) to handle all the day-to-day activities including adding new equipment, relocating over-utilized or under-utilized machines, gathering meter readings, if required, upgrading, expediting maintenance problems, etc. The PMPM will act as a liaison between the County departments and the Contractor. The cost for this service must also be included in the unit price per copier category as stated in Exhibit A. THE CONTRACTOR SHALL RECOMMEND AND COORDINATE WITH THE COUNTY THE ASSIGNED PMPM; HOWEVER, THE COUNTY SHALL HAVE THE FINAL AND SOLE DECISION ON THE PERSON(S) ASSIGNED AND REPLACED, IF NECESSARY.

2.0 SCOPE OF WORK:

2.1 MANDATORY EQUIPMENT STANDARDS:

For purposes of the initial installations and all subsequent installations over the duration of the term of this contract, all equipment shall be new and assembled for the first time from new and not recycled components by the manufacturer. The County shall be the first user of the new equipment with no previous placements at anytime as a rental or lease or ever placed in the Contractor's or customer location as a demonstration unit including employee home offices. All equipment performance and reliability standards shall conform to "new" specifications.

All equipment shall be a multi-function device (MFD) capable of performing print, copy, scan and fax functions, unless specified otherwise. The equipment shall be a console, desktop and color copier. The following are the required copier classes.

Class One (1) Black and White Copiers (Desktop and Console)

Segment	Speed in Copies Per Minute (CPM)
1	20-29 (Console only)
2	20-29
3	30-39
4	40-49
5	50-59
6	60-69
7	70-79

Class Two (2) Color Copiers (Console Only)

Segment	Black and White Speed in Copies Per Minute (CPM)
2	20-29
3	30-39
4	40-49
5	50-59
6	60-69

2.2 PRODUCT SPECIFICATIONS:

The Equipment offered shall be in accordance with the requirements of these specifications. A standard commercial product is a product that has been sold or is being currently offered for sale, on the commercial market through advertisements, manufacturer catalogs or brochures, and represents the latest production model.

2.3 DEFINITIONS:

- 2.3.1 Automatic Document Feeder (ADF) - An accessory that feeds original documents automatically, one at a time to the exposure glass for scanning and copying. This feature must also have manual capability.
- 2.3.2 Automatic Exposure Selection (AES) - A feature that automatically adjusts the exposure when copying from originals with different background shadings. This feature must also have manual capability.
- 2.3.3 Automatic Magnification Selection (AMS) - A feature that after detecting the correct size of each original document, the copier automatically calculates the correct magnification (zoom) ratio to fit the paper size selected by the Equipment Operator. This feature must also have manual capability.
- 2.3.4 Automatic Paper Selection (APS) - A feature that is a built on sensor that detects the size of the original and the copier selects the proper paper size. This feature must also have manual capability.
- 2.3.5 Automatic Tray Switching (ATS) - A feature that enables a copier to automatically switch from a depleted paper source to another. This feature must also have manual capability.
- 2.3.6 Automatic Start (AS) - A feature that allows the Equipment Operator to program jobs prior to the Equipment warm-up phase. This feature must also have manual capability.
- 2.3.7 Base Cabinet - A cabinet placed under a console device, thereby allowing the device to be a standalone unit, instead of a paper-feed unit
- 2.3.8 Paper-Feed Units - Expands the paper capacity by providing two (2) or more additional paper sources such as cassettes, drawers or trays. Additionally paper-feed units act as a support for base units to utilize the device as a standalone unit (resting on the floor)

instead of a base cabinet. For Segments 2 (Console), 3 and 4, the paper-feed units include a minimum of two (2) paper cassettes, drawers or trays.

- 2.3.9 Bypass Paper Supply - A side opening tray into which copying materials may be inserted for the use of copying onto. Should hold multiple sheets of copying material.
- 2.3.10 Data Security Kit - The kit and software required to enable the encryption of all data written to the hard drive.
- 2.3.11 Enabling Solution – Is the design and construction of Enabling Components that allows the Multifunction Devices to comply with Maricopa County’s Security Standards for Multifunction Devices.
- 2.3.12 Finisher - An accessory that delivers finished/stapled sets into an offset catch tray(s). Finishers are subdivided into the following classifications.
 - 2.3.12.1 Advanced Finisher - A Finisher that is free standing from the output device, offers a minimum fifty (50) page multi position stapling capacity and can be configured with any combination of three-hole punching and saddle stitch finishing.
 - 2.3.12.2 Basic Office Finisher - A Finisher that is free standing from the output device and offers a minimum fifty (50) page stapling capacity; and
 - 2.3.12.3 Internal/Wing Finisher - A Finisher that either is internal to the device or is an attachment to the output side of the device and offers a minimum twenty-five (25) page stapling capacity. Wing Finishers are not free standing by original manufacturing design and relies on the output device for support.
- 2.3.13 Hard Drive Security Kit - The parts and software required to enable US Department of Defense (DOD) standards for data overwrite. The County shall have the option of retaining the hard drive prior to removal or relocation of the copier at no additional cost to the County.
- 2.3.14 Large Capacity Tray (LCT) - A paper source capable of handling more than one thousand (1,000) sheets of paper.
- 2.3.15 MAC means installation, moves, adds and changes to Multifunctional Devices.
- 2.3.16 Multifunctional Device - A single office device that performs the functions of networked copier, printer, scanner and fax.
- 2.3.17 Margin Shift - The ability of a machine to shift the image to the right and left, on the front, back, and both sides of the copy, to allow for binding or three-hole punching.
- 2.3.18 Network Connectivity Kit - All parts, boards, software (internal to the machine) to sufficiently enable the copier to network print, scan to the network folder, scan to email (including server based or POP3) and scan to desktop.
- 2.3.19 Network Security Kit - All necessary parts and software to enable encrypted communications between print drivers and a copier including any necessary specialized print drivers.
- 2.3.20 Post Process Insertion Kit - An accessory that allows for the insertion of substrates without requiring the material to be fused.
- 2.3.21 Reversing Automatic Document Feeders (RADF) - A Feeder that performs the same functions as an ADF with the added capability to automatically invert (turn) a two-sided original to copy material off of both sides.

- 2.3.22 Scan Speed - The speed a device scans originals through the document feeder at 600x600 DPI resolution or better.
- 2.3.23 First Time Fix - The measurement of a successful service and technical support call is defined by the Contractor's ability to remedy the underlying issue on the first service call.
- 2.3.24 Maintenance Service - The scheduled or requested service call to perform quality service checks regarding the performance of the machine, or to diagnose and repair Equipment that has been reported as non-functional.
- 2.3.25 Replacement Parts - Contractor replacement Equipment mechanical parts that are attached to or integrated into the Equipment that allows or assists the Equipment to function or operate.
- 2.3.26 Service Call - An on-site technician visit due to machine error or breakdown requiring the onsite services of an authorized service technician to remedy the error.
- 2.3.27 Service Response Time - The time required to solve a service call beginning from the time the call is logged with the Contractor until either a Service Technician arrives on site or the issue is resolved through the Contractor's telephone support.
- 2.3.28 Supplies - Consumables that are used for the operation of the Equipment and or ensures the operation of the Equipment according to Manufacturer specifications. Supplies do not include paper

2.4 EQUIPMENT CONFIGURATIONS:

- 2.4.1 In automatic duplex enabled copiers, the ADF shall be a RADF unless the ADF is equipped to accomplish duplex scanning (scan both sides of the original in the same pass).
- 2.4.2 All console copiers within Class One (1) and Two (2) shall be capable of the following copier functions: AES, AMS, APS, ATS, AS and Margin Shift.
- 2.4.3 All copiers shall maintain a scan speed, as defined in this RFP, from an ADF, RADF (including duplex scanners) or separate scanning station, within 66% of the rated speed of the marking engine.
- 2.4.4 All copiers shall be equipped, at a minimum, with the following components:
 - 2.4.4.1 Network Connectivity Kit
 - 2.4.4.2 Paper Feed Unit
 - 2.4.4.3 Document Feeder
 - 2.4.4.4 Hard Drive Security Kit
 - 2.4.4.5 Power Protection
 - 2.4.4.6 Facsimile
 - 2.4.4.7 Basic Office Finisher
 - 2.4.4.8 ADF/RADF
 - 2.4.4.9 Marking Engine

2.4.4.10 Control Panel

2.4.4.11 Bypass paper supply

2.4.4.12 Paper Supply equal to or greater than

2.4.4.12.1 One (1) paper drawer for Segment 2 Desktop copiers,

2.4.4.12.2 Two (2) paper drawers for Segment 2 Console copiers through Segment 4 copiers

2.4.4.12.3 Four (4) paper drawers and/or 2,000 sheet capacity for Segments 5 and above in Class One (1) and Two (2)

2.4.5 Paper size capacity up to 8 1/2" x 14" for all Segment 2 desktop copiers and 11" x 17" for all other Segments in Classes One (1) and Two (2)

2.4.6 All console copiers in Class One (1) and Two (2) shall be equipped for duplex copying

2.4.7 All color copiers shall comply with the black and white segment counterpart, with the addition that all color copiers shall include a mandatory accessory of Adobe Postscript.

2.5 OPTIONAL EQUIPMENT ACCESSORIES:

The following optional accessories shall be available for all equipment proposed in Class One (1) and Two (2):

2.5.1 Advanced Office Finisher

2.5.2 Internal/Wing Finisher

2.5.3 Booklet Maker (Excluding Class 1&2 segment 2 copiers)

2.5.4 Inline 3-Hole Punch

2.5.5 Large Capacity Tray

The PMP service shall include delivery, installation, set up and made ready for use with removal of all shipping debris, providing all consumable supplies (except paper), repair service during normal business hours (Monday through Friday, 8:00 AM. to 5:00 PM.), periodic preventive and remedial maintenance, and unlimited operator training. Note: some departments operate 24 hours a day, seven days a week and will require maintenance and repair services per the requirements of this contract. See Exhibit A for associated pricing for after normal business hours, weekends and holidays.

The Buyers Laboratory Inc. Copier Specification Guide may be used to verify specifications for all copiers submitted in response to this contract.

2.6 EQUIPMENT MINIMUMS:

2.6.1 All Equipment shall be newly manufactured equipment and currently in production, except as specifically provided for within this contract.

2.6.2 Equipment shall have published specifications (Exhibit E)

2.6.3 Equipment shall meet or exceed the speed requirements for each Segment of Equipment in each Class

2.6.4 Equipment shall be Energy Star® compliant

2.7 ENVIRONMENTAL SUSTAINABILITY STANDARDS:

2.7.1 ISO 14001 Environmental Management Certification

2.7.2 Consumables container recycling program:

2.7.2.1 The manufacturer should promote recycling through an established and ongoing consumables container recycling program.

2.7.2.2 Recyclable consumables should be proposed for the Multifunction Devices.

2.7.3 Packaging recycling program:

2.7.3.1 The manufacturer should currently promote recycling through an established and ongoing packaging recycling program.

2.7.3.2 All materials in which the Multifunction Devices are packaged and shipped should be recyclable.

2.7.3.3 The County is responsible for all shipping costs incurred when returning the above mentioned packaging materials.

2.7.4 Third Party Environmental Performance Labeling:

2.7.4.1 The model of Multifunction Devices proposed should be approved for Environmental Ecolabeling certification through programs such as those that conform to ISO 14024 : 1999, Environmental labels and declarations, Type I environmental labelling and are recognized by the Global Ecolabeling Network (GEN).

2.7.4.2 The Contractor products are registered compliant with Eco Logo and third Party Environmental Performance Labeling with the sole exception of the MP7502.

2.8 HARD DRIVE DISPOSAL:

The Contractor will not remove any MFD without providing the hard drive or storage media to the County. There shall be no cost associated with the removal and replacement of the hard drive and/or storage media.

2.9 NETWORK CAPABILITY:

2.9.1 Network Connections - Equipment shall use only one (1) network connection to accomplish network printing and scanning.

2.9.2 Print Drivers - All software and drivers shall be Windows Compliant, as well as all equipment shall have pre-configurable print drivers for scripting and push method installation on PC's.

2.9.3 Technology, Authentication and Access - Any network connected devices (with the exception of Segment 2 Desktop) shall offer authentication for all features via LDAP and or Windows AD and the ability to disable authentication for any and all features.

The credential information from any remote authentication method may not be maintained within the copier's memory or persistent storage.

Access to the device's administrative functions shall be password protected as per any password requirements and shall be changed from default at the time of install.

2.10 SECURITY COMPLIANCE:

The MFDs will require the ability to be network connected in compliance with the mandatory security requirements of this contract. These requirements are in accordance with Maricopa

County's security policy for Multifunction Devices. The current policy is attached to this contract (Exhibit H). MFDs under the Contract will be required by County to continue to comply with this policy, as may be amended from time to time; provided, however, the County notifies the Contractor of such changes.

The Contractor may be required, at the sole discretion of County, to provide selected support services and selected enabling components, if any, and some consumables.

2.11 ELECTRICAL REQUIREMENTS:

All copiers shall be capable of operating on 120 VAC, $\pm 5V$, 60 Hz. Models requiring dedicated outlets or circuits may be proposed but the County will make the sole decision as to what outlet and/or circuits it will make dedicated to a copier model.

Each of the existing copiers in the County is currently performing with the appropriate power and electrical setup. The County expects that if a machine is replaced that is a like for like or similar piece of equipment that it will continue to operate under the same power requirements. If this is determined not to be the case at the sole discretion of the County the Contractor will be responsible for any electrical upgrades or enhancements to allow the copier to function at the same standard and performance prior to the new copier being installed.

In the event that a larger copier is needed at the request of the County and it is determined at the sole discretion of the County that the power needs are insufficient to meet the performance requirements of the County it will be the responsibility of the County to make the necessary electrical upgrades or enhancements to allow the new copier to function according to the manufacturer specifications.

Prior to order acceptance, the Contractor shall advise the County of any and all specialized installation and environmental County site requirements for delivery and installation of the equipment. This information should include, but is not limited to:

- 2.11.1 Air Conditioning
- 2.11.2 Electrical Requirements
- 2.11.3 Special Grounding
- 2.11.4 Cabling Requirements
- 2.11.5 Space Requirements
- 2.11.6 Humidity and temperature limits
- 2.11.7 Any other considerations critical to the installation

2.12 SERVICE AND REPAIR:

The Contractor shall have sufficient management and qualified manufacturer trained and certified technicians to service all copiers supplied under the requirements of this solicitation within Maricopa County.

2.13 SOFTWARE TECHNICAL SUPPORT:

- 2.13.1 The Contractor shall include an outline of support services including establishing direct lines of communication between the County technical staff and the manufacturers(s) of the equipment offered.

- 2.13.2 The Contractor shall provide Microsoft Certified System Engineer (MCSE) support for the network digital output devices and LAN interface upgrades including hardware and software.
 - 2.13.3 The Contractor shall participate in the Microsoft Certified Solution Provider (MCPS) program.
 - 2.13.4 The Contractor agrees that Network Services includes all actions to diagnose, restore to manufacturers and County's specifications and correct product and software malfunctions to their original capability. These services will be provided from beyond the wall outlet to the device and does not include support of customer network infrastructure.
 - 2.13.5 The Contractor shall be responsible for backing-up and restoring of information stored on electronic media when the repair or replacement could affect any data stored on the equipment.
 - 2.13.6 The Contractor shall keep complete records available to the County, documenting all programming changes, software installations or upgrades and trouble fixes including those done remotely and provide support to all agencies to insure connectivity.
 - 2.13.7 The Contractor shall keep the equipment firmware and software components operating correctly by applying the appropriate upgrades, patches and fixes as the manufacturer makes them available.
 - 2.13.8 The Contractor shall be responsible for the technical and repair staff passing a background check for the various County departments prior to contract award. The County will be responsible for the cost of the background checks.
- 2.14 PARTS/SUPPLY AVAILABILITY:
- 2.14.1 All parts and components supplied by the Contractor in the process of maintaining and servicing the new equipment for the duration of this contract shall be new Original Equipment Manufacturer (OEM) or recycled parts that meet OEM specifications.
 - 2.14.2 The Contractor shall have in place an inventory and delivery system of parts and consumable supplies in quantities sufficient to serve the requirements of this contract. It shall be the responsibility of the Contractor to maintain stock levels of all consumable supplies at the individual copier sites. If adequate stock is not available at a site, the Contractor must deliver the necessary items within four (4) hours on-site after receipt of a request. It is the responsibility of the Contractor to track the inventory and usage of supplies to insure adequate availability.
- 2.15 REPLACEMENT AND BACK-UP EQUIPMENT:
- Replacement copier(s) are defined as copier(s) that will be installed to replace a malfunctioning copier and will remain on site for the term of the contract. All replacement copiers must be new or greater than or equal to original at no additional cost. Back-up copiers (loaners) are defined as copier(s) that will be installed on a temporary basis while the malfunctioning copier(s) is repaired or until a replacement copier(s) is installed. Back-up copiers shall be required after a copier has been down for eight (8) consecutive normal business hours and installed within four (4) hours by the next normal business day. Back-up copiers will be replaced within 30 business days with the original machine or a new replacement.
- 2.16 PROBLEM MACHINE REPLACEMENT:
- 2.16.1 Copiers having demonstrated a history of "excessive system outages" shall be replaced by the Contractor with a new machine of equal or better features, unless the user agency declines. Excessive down time shall be defined as four (4) or more service calls in one month. Down-time is calculated from the time the agency places the call, and ends when

the machine is up and running (See also Sect. 3.32 for Guaranteed Up-time). Service calls that are operator induced will not be counted. To qualify for replacement, the following steps must occur:

- a. The user agency must document the service log as to number of times per month the machine has required service, number of hours the machine is down, nature of problems, and re-occurrences of same problems.
- b. The user agency must contact the PMPM and discuss their concerns regarding the overage of calls. The PMPM will research the matter and follow-up with a return phone call and a plan of action.
- c. A supervisor shall be dispatched on-site to ascertain the malfunctions and make a determination as to what course of action will be taken:
 - 1) Repair the machine
 - 2) Complete reconditioning
 - 3) Replacement
- d. If it is determined reconditioning is the best solution, a back-up machine will be sent and the user agency's machine brought into the shop for a complete reconditioning. If the user agency overrides the supervisor's decision, thus insisting on a replacement, the decision to replace shall take precedence over the supervisor's decision.
- e. If a determination for reconditioning prevails, the machines performance after reconditioning will be monitored by the PMPM and the user agency. The County understands that during the "break-in" period of either a new machine or a reconditioned one, services calls are to be expected. However, calls exceeding the standards set in this section shall cause the machine to be replaced with a new unit of equal size and features without question

2.17 REPORTS:

2.17.1 Quarterly Reports:

The Contractor shall maintain an inventory record that identifies all equipment delivered under this contract. The inventory record will be provided to the County's authorized representative on a quarterly basis and is due on the 20th calendar day for the previous quarter and shall contain: (1) Make and model, agency, location, and serial number of all installed equipment; (2) Contractor's record of performed maintenance and repair; (3) Monthly volume by machine or copies produced; (4) Total billing for all copying services provided during this period

2.17.2 Semi-Annual Reports:

The Contractor shall provide a semi-annual usage report to the County's authorized representative for each location by machine. At this time, the Contractor shall review the copier volume classes and make recommendations based on the over usage/under usage of the machines.

2.17.3 Special Reports:

The Contractor shall provide a report to the County's authorized representative indicating the actual yearly volume of copies produced by each machine. This report will be provided during the final month of the year prior to the final option year of the contract.

2.17.4 Down-Time Reports:

The Contractor shall provide a quarterly report to the County's authorized representative indicating both County wide down-time % and individual down-time % for each individual copier. Any copier recording 5% or more downtime shall be replaced with a new machine immediately.

2.17.5 Average Response Time Reports:

The Contractor shall provide a quarterly report to the County's authorized representative indicating both Countywide average response time and individual average response time for each copier.

2.18 SERVICE LEVEL AGREEMENT (SLA):

The Contractor shall comply with the desired service and response levels as identified in the SLA per Exhibit C. The County shall seek to collect liquidated damages for performance related issues that fail to achieve the terms and conditions of the SLA.

2.19 EQUIPMENT UPGRADES, PATCHES AND FIXES:

The Contractor certifies that all critical security flaws that are identified shall be escalated by the Contractor through their Technology Support Service Center (TSSC). The TSSC is available to internal technicians, to the County and to our engineering team for resolving issues. The appropriate action is taken in direct coordination with the appropriate County contact. If the actions require hardware or software modification any actions are communicated to the appropriate County contact prior to commencement.

If additional or optional software patches of a less critical nature are introduced by another manufacturer for the Contractor devices these patches, if applicable to the County will be installed by the Contractor on the next available service call scenario and coordinated with the appropriate County contact.

2.20 PRINT MANAGEMENT PROGRAM MANAGER (PMPM):

The Contractor shall provide the County with a dedicated PMPM(s) whose responsibilities shall be to coordinate placement of all contract machines. This includes relocating over-utilized or under-utilized equipment and adding or deleting accessories, as necessary, to satisfy the customer (end user), and providing any other ancillary services. This position will efficiently "manage" all of the copiers in this program while maintaining complete customer satisfaction. The Contractor must assign a specific individual(s) to the PMPM. Once assigned to work under this contract, this person(s) shall not be removed or replaced without prior written approval of the Office of Procurement Services (OPS).

2.20.1 Performance Issues:

The PMPM will be the first contact for the using department regarding all copier-related issues. The using department will only contact OPS in the event the PMPM cannot resolve the problem or the user is not satisfied with the level of service provided by the PMPM. If messages are left in voice-mail or e-mail per approved County policy for the PMPM, they must respond to the County agency staff within two (2) hours during agreed upon business hours and four (4) hours after business hour calls.

2.20.2 Supplies:

The PMPM will be responsible for monitoring each copier location to ensure that adequate quantities of supplies are on hand to keep the unit operational. If emergency orders are required, the PMPM will be responsible to expedite the order and assure supplies arrive within the four (4) hour requirement.

2.20.3 Invoicing:

The PMPM will be responsible for verifying the accuracy of all invoices and will investigate any discrepancies. This includes resolving all invoice-related problems directly with the individual departmental accounts payable section.

2.20.4 Repairs:

The PMPM will contact the using department to ensure all repairs were performed to their satisfaction. This includes response time and expediting any parts which may have to be installed.

2.20.5 Relocating Copiers:

The PMPM is responsible for identifying and relocating copiers, which are not properly categorized with respect to over- and/or under-utilization. Upon approval by the authorized County department, the PMPM will install the appropriate volume copier and remove the existing machine at no cost to the County.

2.20.6 Replacement Machines:

The PMPM will coordinate the installation of replacement copiers, either temporary or permanent.

2.20.7 Copier Operations:

The PMPM is responsible for answering questions regarding copier features, special copying requirements, machine capabilities, etc. In addition, the Program Manager in accordance with the manufacturer's specifications shall coordinate the scheduling of all preventative maintenance and the scheduled replacement of supplies (drum, toner, developer, etc.)

2.20.8 General Correspondence:

The PMPM will be the primary contact for all correspondence between the Contractor and County's Authorized Designee.

2.20.9 Meetings:

The PMPM will be required to attend regularly scheduled meetings of the assigned County Procurement Officer or designee. In addition, the PMPM will be expected to attend other department meetings as required during normal business hours.

2.21 METER CARD REQUIREMENTS:

The Contractor shall be responsible for physically taking meter readings monthly for color copiers at each copier site. The Contractor may install any automated device with prior approval that may assist in this process, provided it is at no additional cost to the County.

2.22 CONTRACTOR RESPONSIBILITIES:

2.22.1 Contractor shall ensure that no equipment or supplies will be delivered to the site(s) prior to the date(s) agreed upon in the phase-in schedule by the County's authorized representative.

2.22.2 Contractor shall be responsible for all material(s) shipped prior to and during installation until the County gives acceptance in writing. All risk of loss or expense associated with

storing material(s) prior to the date of acceptance by the County is the responsibility of the Contractor.

- 2.22.3 Contractor shall provide and pay for all materials, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, assembly plus inspection before and after installation of all items specified herein.
- 2.22.4 Contractor shall at all times keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish as well as the tools, installation equipment, machinery and surplus materials during the progress of the work and until completion thereof. The Contractor shall remove from the premises all crates, wrappings and other flammable waste materials or trash from the building. If the premises are not maintained properly, the County may have any accumulations of non-recyclable waste materials or trash removed with costs to be incurred by the Contractor as deemed appropriate.
- 2.22.5 Contractor shall designate a PMPM who will be authorized to make decisions on behalf of the Contractor to ensure that the contract implementation and day-to-day operation is as specified, and who will serve as a point of contact for the County authorized representative.
- 2.22.6 It will be the responsibility of the Contractor to have qualified trained sales/service staff personnel to provide software and technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc. Contractor must also have access to manufacturer's technical resources for problems that are beyond the ability of the Contractor's staff. Such assistance shall be available at no cost and within twenty-four (24) hours of notification by the County.
- 2.22.7 The Contractor shall provide for each site, at no additional cost, and unlimited quantities, an OPERATOR TRAINING PROGRAM for a primary operator, a back-up key operator and an operations demonstration for the casual users to be scheduled at mutually agreed times to the initial installation and quarterly thereafter if requested.
- 2.22.8 It will be the responsibility of the Contractor to notify the County when a copier is discontinued by the manufacturer and becomes unavailable. Any discontinued model that is in use and operational, will not be replaced until it is no longer serviceable. At that time, the County's authorized representative must approve the replacement model being offered by the Contractor. Such approval is contingent upon compliance with the following conditions:
 - 2.22.9 The replacement copier is of equal or greater technology and offers the same or better features than the discontinued model.
 - 2.22.10 The replacement copier has the same or less than pricing model than the discontinued copier.
 - 2.22.11 At any time during the contract period, should the Contractor introduce new or improved models of copiers as replacements for models initially provided under this contract, he shall submit in writing to the County authorized representative, the proposed substitution for approval. Any proposed model offered must be of equal or greater capability as the model to be replaced and the same or less pricing model.

2.23 DISASTER RECOVERY PLAN:

The Contractor will be responsible for contingency plans and their implementation for recovery of the equipment in the event of a catastrophic failure or natural disaster.

The Contractor as part of a PMP has a procedures guide that includes a disaster recovery plan for services covered under the contract. The Contractor has a pool of emergency back-up equipment within the rental pool, and additional staff that could be deployed as part of that plan.

2.24 OCCUPATIONAL HEALTH AND SAFETY ACT STANDARD 1910.1200:

In compliance with Federal statutes, any chemical product delivered under this contract must be available at <http://msds.ricoh-usa.com/msds/> or by emailing environmentinfo@ricoh-usa.com by a Material Safety Data Sheet (MSDS) containing the following:

- 2.24.1 The chemical name and common name of the toxic substance.
- 2.24.2 The hazards or other risks in the use of the toxic substance.
- 2.24.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment.
- 2.24.4 The emergency procedure for spills, fires, disposal, and first aid

2.25 OTHER TECHNICAL/BUSINESS REQUIREMENTS:

- 2.25.1 An operator's manual shall be furnished on-line with each copier.
- 2.25.2 A stand, table or similar equipment MUST be provided for all non-floor models at no additional cost to the County, if requested.
- 2.25.3 Accessories such as sorters, document feeders, large capacity trays, etc., must be available as specified in the detailed item specifications.
- 2.25.4 All digital equipment must have the capability of upgrading to network connectivity and be Post Script II and III compliant.
- 2.25.5 All equipment/software must be compatible with Microsoft operating systems to include Windows XP, 2000, Vista, 7, 8, server 2012 and future releases of Microsoft operating systems.
- 2.25.6 All equipment offered must be networkable supporting Ethernet 10/100 connections running TCP/IP, with the option to function within 802.1x environment.
- 2.25.7 All equipment should support Apple Server and Desktop Operating Systems along with Linux Operating Systems.
- 2.25.8 Ability to print Code 3/9 Barcodes
- 2.25.9 Ability to print single and multiple page jobs quickly without spooling or buffering delay
- 2.25.10 Ability to use 4-8 trays to enable multiple people within a work area to use dedicated and assigned output trays without co-mingling of pages
- 2.25.11 Ability to scan directly into OnBase and other department applications as needed
- 2.25.12 Ability to print to any machine on the department network
- 2.25.13 Ability to use badge access to release print jobs without the use of secure print

2.26 TECHNICAL LITERATURE:

The Contractor shall provide detailed descriptive literature for all equipment proposed in the contract (Exhibit E). Such literature must provide information on electrical wiring needs, space requirements, and all technical data required.

2.27 GUARANTEED UP-TIME OF COPIERS:

The Contractor will be required to provide an UP-TIME GUARANTEE on all copiers of at least 95% during every calendar month. Down-time is calculated from the time the County places the call, and ends when the machine is up and running correctly, and is based on the machine being inoperative or the copies made are unusable. (A calendar month consists of normal business hours 8:00 AM. to 5:00 PM., Monday through Friday, except for County holidays). If a machine does not meet the 95% requirement during a month, the Contractor will be required to provide a credit to the County against the invoice for this machine equal to the amount of down time as calculated against projected monthly usage. If the machine does not meet the UP-TIME GUARANTEE for two (2) consecutive months, the County may require that the machine be replaced. The UP-TIME GUARANTEE shall remain in force during the entire term of the contract.

2.28 ADDING/RELOCATING:

The County reserves the right to add additional copiers to the PMP at any time during the contract period, at the pricing per Attachment A. Any new copiers added will be coterminous. In addition, the County reserves the right to have a copier relocated after the initial installation at no cost to the County. There will be no charges/fees for any changes/moves during the term of the contract.

2.29 CANCELLATION OF A COPIER SERVICE LOCATION:

The County's authorized representative will provide thirty (30) days written notice when the service of any copier is to be canceled. Cancellation will be at no cost to the County for the reason(s) outlined in Section 9.8 for Termination For Default. Cancellation notification will contain the following information:

- 2.29.1 Copier location by agency/activity, building and room number
- 2.29.2 Copier model and serial number
- 2.29.3 Meter reading
- 2.29.4 Date copier will be available for removal

All expenses and the coordination for this pick up shall be the responsibility of the Contractor.

2.30 EMERGENCY PURCHASE:

The County reserves the right to make emergency purchases from other sources, should the Contractor be unable to furnish the required item/service within the required time frame.

2.31 USE OF COUNTY FACILITIES:

The County may provide office/storage space for use by the Contractor. This area may be used as a potential work station for technicians, office for the PMPM or storage for supplies, spare parts, etc. The location of the space has not been determined at this time, however it is anticipated that space may be available in one of the downtown Phoenix buildings. The Contractor will be fully responsible for all other necessary requirements to make the space usable for its purposes. This includes phone service, security, furniture, shelving, etc. Parking will be available, however no guarantee can be made as to the location and the Contractor may be required to pay the current rate for the space.

2.32 TRAINING:

The Contractor shall provide a sample training program (Exhibit F) to completely train County personnel in the use and care of the equipment.

2.33 IMPLEMENTATION/DELIVERY PLAN:

This is a FIRM-FIXED PRICE CONTRACT. All prices shall be F.O.B. Destination and shall include all materials/services specified herein in addition to any charges that may be imposed in fulfilling the terms of this contract.

All copiers shall be delivered, installed, and operational prior to contract expiration or no later than January 31, 2014.

The Contractor shall provide the County with a phase-in schedule that outlines projected quantities of copiers to be installed and made operational at all County facilities, forty-five (45) calendar days after award of contract (Exhibit G).

It shall be the Contractor's responsibility to meet the proposed delivery requirements the Contractor shall be subject to Section 8.8 Termination For Default.

2.34 PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

2.34.1 The quantities (volumes of copies) specified in this solicitation are estimates only, and are given for the information of Contractors and for the purpose of the County's RFP evaluation. They do not indicate the actual number of copies, which will be ordered, since such volume will depend upon requirements, which may develop during this contract period. To the best knowledge of the County, this is the historical usage of copies. The County makes no guarantee as to copy usage on a County-wide basis or for individual units.

2.34.2 The PMPM shall make every effort to ensure that the placement of copiers by volume classification are directly related to the estimated average monthly volume of copies produced at a given copier site. For the first six (6) months during the transition period there will be no changes to the copier placement unless requested by the County. After the transition period, if there is over use/under use for three (3) consecutive months at any location, then the Contractor may recommend in writing, with supporting documentation of the usage history, to replace with a correct volume machine. The final decision, however, as to the volume classification of machine that is appropriate for any site shall be solely that of the County using agency.

EXHIBIT C**SERVICE LEVEL AGREEMENT;****1. STATEMENT OF PURPOSE**

The purpose of this SLA is to set forth the terms, conditions, specifications, and standards pursuant to which Contractor shall provide service and maintenance to County and the Equipment acquired by County pursuant to the Contract Pursuant to RFP (13011-RFP) ("Contract"). Such service and maintenance shall be provided by Contractor directly and not by an authorized Contractor dealer (a "Service Provider").

2. BASIC SERVICES

Contractor will provide the following Basic Services in connection with the Covered Equipment (as defined in Exhibit I – Form of Service Order) delivered to Customer pursuant to the Contract.

- (a) **Repairs and Parts.** Contractor shall make necessary repairs and adjustments to keep the Equipment in good working order. Parts required for repair may be new, original Equipment Manufacturer (OEM) or recycled parts that meet OEM specifications.
- (b) **Hours & Exclusions.** Unless otherwise stated, Basic Services will be provided during Contractor's standard working hours from 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, but excluding Holidays in County locations.. County agrees to give Contractor reasonable access to the Equipment. As more specifically set forth in Appendix A to this SLA, Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Contractor determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Contractor, as well as any non-Contractor alternations, relocation, service, supplies or consumables). County agrees to use the Equipment in accordance with all applicable manuals and instructions made available by Contractor to County.
- (c) **Basic Maintenance Services.** Contractor will maintain the Equipment on the terms and conditions as set forth in the attached Appendix A.
- (d) **Installation Implementation. Standard Delivery** - Contractor will deliver equipment within 30 days after receipt of an equipment order.
- (e) **National Service and Support -1-888-456-6457**
 - National Service Call Management
 - Nationwide toll free number to call for service and supplies
 - National Service Call Dispatching

3. COUNTY RESPONSIBILITIES

Customer shall:

- (a) provide adequate facilities for installation and maintenance of the Equipment in accordance with Contractor's specifications;
- (b) make available an adequate number of employees, as reasonably determined by County, for key operator training for the Equipment. Such training shall be provided free of charge.
- (c) designate at each of County's locations where Equipment is installed, a key point of contact with whom Contractor may deal in connection with the subject matter of this SLA.

4. LIMITED WARRANTY AND LIMITATION OF LIABILITY.

(a) Authority and Non-Infringement. Contractor represents and warrants to County that Contractor has all rights and authority required to enter into this Contract and/or any Order hereunder, to possess good, clear and marketable title to the Equipment, license rights for the Software, and to perform the Maintenance Services and Professional Services contemplated by this Contract and/or any Statement of Work hereunder, free from all liens, claims, encumbrances, security interests and any other restrictions. Subject to the applicable terms and conditions of this Contract and Order, so long as all of its obligations are satisfied, County will be entitled to possess the Products and to use and enjoy the benefit of all Products without adverse interruption or disturbance by Contractor or any entity asserting a claim of ownership under or through Contractor. Contractor further represents and warrants that the Equipment and all other materials of whatever nature furnished under this Contract, and the use thereof by County in accordance with the terms and conditions of this Contract, will not infringe, misappropriate or violate the Intellectual Property Rights of any third party, or violate the laws, regulations or orders of any governmental or judicial authority.

(b) Spare Parts. Contractor warrants to County that all replacement parts shall equal or exceed the original manufacturer's specifications for such parts. Title to any replacement parts shall vest in the owner of the Equipment at the time of installation, at which time title to the parts so replaced shall remain with Contractor. Contractor represents and warrants that for a minimum period of five (5) years from the date of installation of new Equipment, Contractor will manufacture or procure spare parts for each Product acquired hereunder. Without prejudice to any other rights and remedies available to County under this Contract, in the event Contractor cannot procure spare parts in accordance with this Section, Contractor will replace the Equipment needing servicing with Equipment of substantially similar specifications at no additional cost to County. Such Equipment may be new or equal machine of equal or better features, unless the County department declines.

(c) Availability of Maintenance Services. Contractor warrants to County that for a minimum period of five (5) years after installation, Contractor will make continuous Maintenance Services available to County, provided such Equipment was new when installed.

(d) Material and Workmanship. Contractor warrants to County that at the time of delivery and for a period of ninety (90) days thereafter the Equipment (i) will be in good working order and substantially conform to the applicable Specifications, and (ii) will be free from any defects in material and workmanship. In addition, Contractor will (at no additional charge) make available engineering changes or Software updates that are generally released by Contractor during the term that Maintenance Services are being provided. If during such ninety (90) day period Contractor receives notice as set forth above that the Product fails to operate in substantial conformity to the Specifications, Contractor will (at no additional charge) furnish all materials and make all adjustments, repairs, and replacements required to correct the defect. The foregoing warranty shall not apply in the event the Product is installed, wired, modified, altered, moved or serviced by anyone other than Contractor, or (b) and not installed, stored and utilized and/or maintained in a manner not consistent with Contractor specifications or, (c) a defective or improper non-Contractor accessory or supply or part is attached to the Equipment, or (d) the Equipment is relocated to any place where Contractor or Contractor authorized services are not available.

(e) See new Section 9.27 of Contract

5. CONTRACT CONTROLLING

To the extent there is a conflict between the terms of the Contract and the SLA, the terms of this Contract shall control.

APPENDIX A BASIC MAINTENANCE SERVICES

THIS BASIC MAINTENANCE SERVICES ADDENDUM is attached to and made a part of the Service Level Agreement ("SLA") set forth as Exhibit C to the Contract pursuant to 13011-RFP.

1. DEFINITIONS

For purposes of this Basic Maintenance Services Addendum, each word or phrase listed below has the meaning designated. Further, any reference to Contractor shall include Contractor, as that term is defined in the SLA.

“Equipment Downtime” is defined as either: (i) a copying system which fails to produce a copy when the start button is depressed, (ii) a scanner which does not accept or transmit a scanned file back to Contractor-designated personal computer and software, (iii) a facsimile system which cannot transmit or receive facsimiles, (iv) a printer which fails to print a standard Contractor-provided print file from a stand-alone personal computer, or (v) a multifunctional peripheral (MFP) which cannot perform one or more of its functions according to the definitions above.

“Update” means and includes engineering changes the modifications or revisions made to a existing Equipment (i) to improve upon or repair previously existing features and operations within the Equipment, (ii) to ensure compatibility with new releases of existing systems (including hardware, operating systems and middleware) and external services through standardized interfaces, or (iii) to comply with applicable laws, regulations, industry standards or market practice.

2. MAINTENANCE SERVICE

2.1 **Maintenance Service for Equipment.** Maintenance Service provided by Contractor for Equipment shall consist of the following.

2.1.1 **Preventive Maintenance.** Contractor will provide regularly scheduled preventive maintenance, which shall include (as applicable) testing, cleaning, lubricating, or adjusting the Equipment, replacing unserviceable parts, and communicating any necessary suggestions to the operator.

2.1.2 **Remedial Maintenance.** Contractor will perform such remedial maintenance services as are necessary to maintain each item of Equipment in good operating condition in accordance with the applicable Contractor specifications, documentation, and such other descriptions, warranties, and performance criteria as are set forth herein or in the Contract.

2.2 **Maintenance Service for Software and Software Dependent Equipment.** Maintenance Service provided by Contractor for Software and Software dependent Equipment shall consist of the following.

2.2.1 **Problem Resolution.** Contractor will provide problem resolution for Defects in accordance with the service priorities and effort standards provided in **Section 4** below.

2.2.2 **Notification of Known Defects.** Contractor will notify County concerning all known Defects in the Software or Documentation, as such Defects become known or are reported to Contractor. Contractor will promptly correct any such Defects, or develop a work-around, patch or other fix, and furnish County with such correction, work-around, patch or other fix as soon as practicable.

2.3 **Maintenance Service for All Equipment.** Maintenance Service provided by Contractor for both Equipment and Software shall consist of the following.

2.3.1 **Updates.** Contractor will make available to Customer (at no additional cost) all Updates or engineering changes for the Equipment, along with materials describing the purpose and function of the Updates. Contractor will also provide revised documentation (in the same amount and media as originally provided) to correspond to any changes to the Equipment. If County is responsible for installing the Update, then Contractor will provide written instructions and such other assistance as County may reasonably require to complete the installation. County may either accept or reject any Update. However, after an Update has been incorporated into the Equipment and accepted by County, the Update shall be considered part of the Equipment for all purposes hereunder.

2.3.2 **Technological Improvements.** Contractor will use commercially reasonable efforts to develop and make available to County through Updates, all modifications and revisions required to enable Equipment to operate in conjunction with any new releases of the computer equipment, operating systems or middleware used by County on such terms and conditions as the parties may agree.

2.3.3 **Maintenance Log and Reports.** Contractor will maintain a maintenance log setting forth, in reasonable detail, all preventive and remedial maintenance, and all other services performed on the Equipment; and Contractor will make such log available to County, upon request. In addition, Contractor will provide County with a written report, on a monthly basis or as mutually agreed upon, summarizing for the reporting period: (i) all Maintenance Service provide by Contractor (including preventative maintenance and unscheduled service calls), (ii) all other services provided by Contractor, (iii) the actual on-site response time of Contractor’s Personnel to each County request for Maintenance Service, (iv) the duration of each Equipment malfunction, and (v) the time expended on-site by Contractor until the Equipment was restored to proper operating condition.

3. AVAILABILITY OF MAINTENANCE SERVICES

Intentionally Omitted.

4. PERFORMANCE TARGETS

a) **General Performance Targets** – Contractor will monitor fleet performance and identify units falling outside of the targeted performance goals. Contractor will take a proactive approach to resolving identified issues in a timely and efficient manner.

Targeted Performance Goals

Response Time*	Up Time
2-4 Hours Metro 4-6 Hours Rural	>95% **

* Metro = Up to 25 miles from Office of Procurement Services (OPS), 320 W. Lincoln St. Phoenix, AZ 85003,

*Rural = Greater than 25 mile form Office of Procurement Services (OPS), 320 W. Lincoln St. Phoenix, AZ 85003.

** Up Time Calculation will be based upon normal business hours (8:00am –5:00pm Mon-Fri) and calculated monthly.

b) **Response Time** – standard response time unless otherwise agreed will be targeted at an average of 2-4 business hours in a metropolitan area and 4-6 business hours in a rural area as defined in National Standards section. Response Time represents the time elapsed

between Contractor's receipt of the service request and such time as the Authorized Service Representative arrives at the site. Response Time excludes:

- Hours outside of the Principle Period of Maintenance (PPM)
- Inaccessibility to site due to customer deferral or unavailability

c) **Up Time** - During this Agreement, Contractor will target a 95% fleet product-availability measured monthly. The Uptime Percentage is the difference between Principal Period of Maintenance (PPM) hours and Downtime hours, divided by PPM hours. The PPM hours for single-shift-coverage are based on average of 21 workdays per month (Monday through Friday, excluding holidays). Each workday consists of ten working hours between 8:00 a.m. and 6:00 p.m. (Typical available hours per month are 210). Downtime represents the time elapsed between Contractor's receipt of the service request and such time as the Equipment is operating per Contractor's published specifications. Downtime excludes:

- The time related to scheduled preventative maintenance
- Inaccessibility to site due to customer deferral or unavailability
- County negligence and abuse
- Environmental failure at the installation site

d) **Downtime/Response time Credit:**

If Contractor fails to meet the up-time requirement or the response time requirement set forth above on a quarterly basis for the fleet, the machines that fall below 95% uptime and response times above target levels will receive a one-time credit for the time period in question based on the following calculation:

Variance of up-time percentage from 95% (i.e. 85% vs 95% is 10%) multiplied by two (2) applied to the monthly service component of each unit per month for any given quarter.

Variance as a percentage to response time applied to the monthly service component of each unit per month for any given quarter.

5. MAINTENANCE SERVICE

Contractor agrees to provide to the County, during their normal business hours, the maintenance service necessary to keep the Equipment in, or restore the Equipment to, good working order in accordance with the terms and conditions of the Contract. This maintenance service includes maintenance based upon the specific needs of individual Equipment, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by Customer, Ricoh shall have a reasonable time within which to respond per the agreed upon performance targets.

Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Contractor. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Contractor. Maintenance service provided under this Contract does not assure uninterrupted operation of the Equipment. In the event of prolonged uninterrupted service refer to section 2.16 of Exhibit B.

If available, maintenance service requested and performed outside Contractor's normal business hours will be charged to the County at a rate of \$400/hour per optional services in Exhibit A. Additional time beyond the one (1) hour minimum will be billed in quarter (1/4) minute intervals.

ACCESS. County shall grant to Contractor service personnel full and free access to the Equipment to provide maintenance service and engineering changes thereon, subject only to the Customer's security regulations and policies and procedures.

ENGINEERING CHANGES. Engineering changes determined applicable by Contractor, will be controlled and installed by Contractor on Equipment covered by this Contract. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at the County's request at Contractor's applicable time and material rates and terms then in effect.

6. EXCLUSIONS TO MAINTENANCE SERVICE

Maintenance service provided by Contractor under the Contract does not include:

- (a) Repair of damage caused by failure of the County to provide a suitable installation environment with all facilities prescribed by Contractor, including, but not limited to, the failure to provide, adequate electrical power, air-conditioning, or humidity-control;
- (b) 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 County to follow Contractor's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Contractor;
- (c) Repair of damage or increase in service time caused by use of the Equipment for purposes other than those for which designed;
- (d) Replacement of parts, which are consumed in normal Equipment operation, unless specifically included;
- (e) Furnishing supplies or accessories, painting or refinishing the Equipment or furnishing the material therefor, inspecting altered Equipment, performing services connected with relocation of Equipment or adding or removing accessories, attachment or other devices;
- (f) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies;
- (g) Electrical work external to the Equipment or maintenance of accessories, attachments, or other devices not furnished by Contractor;
- (h) Increase in service time caused by Customer denial of full and free access to the Equipment or denial of departure from County's site.

APPENDIX B ADDITIONAL SERVICES

In addition to the Basic Maintenance Services set forth in Appendix A, Contractor shall provide to County the following Additional Services at no additional cost as set forth in this Appendix B to Exhibit C.

1. METER READS

Meter reads will be collected on all applicable Equipment by one of the following three methods as agreed by the County department:

- (a) **Contractor collection.** On a quarterly basis, Contractor shall collect meters and provide them to Contractor via Ricoh On-Line.
- (b) **Ricoh @Remote Direct Reporting.**
@Remote, the Ricoh Intelligent Remote Management Device system gives you the ability to automate the meter reading process. The MFP will securely transmit the meter reading on your behalf, eliminating the need for labor hours associated with collecting manual reads. @Remote also makes it possible for the networked device itself to notify you and/or the service department via email when it recognizes that it has a critical service event (unrecoverable error code). The notification will include a time and date stamp along with the relevant recent service history. @Remote also enables the device to recognize and send an alert to you when it reaches a low-toner or toner-out state. There is also a Remote Firmware upgrade feature makes it possible for your service department to schedule firmware upgrades for your MFP. This ensures that your device always has the latest available firmware install on it.
- (c) **RicohDirect Reporting.** RicohDirect.com is a free service to the customer. Accounts wishing to realize the benefits of more accurate billing will benefit from RicohDirect.com Meter reminders will be emailed 14 days prior to the due date. Second and third reminders will be emailed to the customer 7 and 2 days prior to the due date, respectively, if a meter has not been reported. If a meter is posted at any point during this process, subsequent readings will not be sent for this billing period. It is possible that the customer may be contacted via phone if the registered user is no longer valid or the meter becomes delinquent.

2. NETWORK SUPPORT: SOFTWARE

If County requests Contractor to install certain software or hardware products (the "Products") on County's computer hardware, peripherals, network hardware and network software (the "Computer"), County acknowledges that Contractor has no knowledge or control over the type of software currently on County's Computer or the environment in which it operates and that some software, including the existing software on the County's Computer, may contain configurations or algorithms which are incompatible with the Products. County acknowledges that because of these and other factors, which are beyond the control of Contractor, there are risks associated with the installation or service of the Products, including without limitation, the risk that data on the Computer may be damaged or deleted.

County acknowledges that it is advisable and the sole responsibility of the County prior to installation or service of the Products to back up all data contained on the Computer which County, in its sole discretion, deems necessary including, without limitation, all directories, sub-directories and partitions. If any data is damaged or deleted, County is responsible for restoring such data to the Computer.

In consideration of Contractor agreeing to perform such installation, County agrees for itself, its employees, agents, successors and assigns, to hereby release and forever discharge Contractor and its

employees, agents, successors and assigns from any and all claims, debts, liabilities, costs, expenses (including attorney's fees), damages, actions and causes of action of every kind and nature, in law and in equity, related to or arising from the installation, service, maintenance, function or use of the Products and the actions of any employees or agents of Contractor related to the installation, maintenance function or use of the software or hardware.

Contractor acknowledges that in the course of providing the Support Services, Contractor, or its employees or consultants, may be supplied with or come into possession of information, which is confidential and proprietary to County. Contractor hereby agrees that it will keep all such information confidential and will not disclose such information to any third party without the prior written consent of County. In addition, Contractor agrees to take such action as may be necessary or appropriate by way of agreement with, and instruction to, its employees or consultants so as to maintain the confidentiality of such confidential information of County.

EXHIBIT D
EQUIPMENT INVENTORY;

(This is a projection of the quantities in each segment and is subject to changes per the analysis by department. Once analysis is completed, Ricoh will provide a complete inventory by department.)

	Class 1			Class 2		
Segment	Qty	Total AMV	Per Unit	Qty	Total AMV	Per Unit
Seg 2	117	485,931	4,153	40	63,636	1,591
Seg 3	36	338,598	9,406	76	203,362	2,676
Seg 4	63	490,007	7,778	34	299,179	8,799
Seg 5	69	568,592	8,240	34	208,544	6,134
Seg 6	45	698,015	15,511	6	136,862	22,810
Seg 7	54	1,235,072	22,872			

EXHIBIT E
EQUIPMENT SPECIFICATIONS;

Ricoh provided Equipment specifications/brochures for all products in section 3 of our response.

In addition: Ricoh will provide electronic or printed copies of specifications for any model at the County's request at any time during the contract.

Alternative Source:

All equipment specifications for current and future models can be found on the following link:

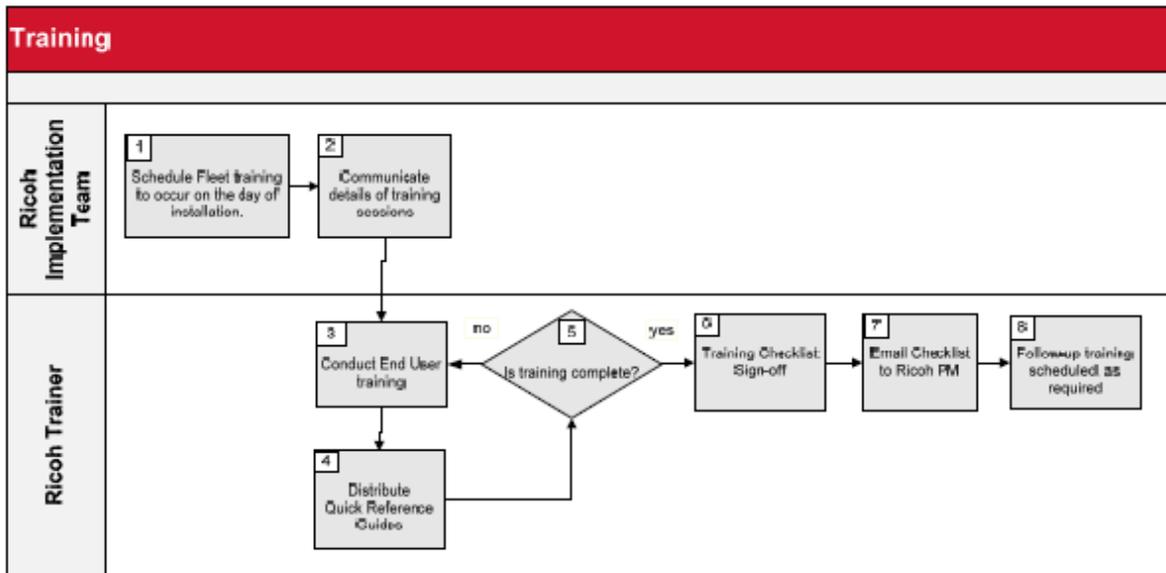
Ricoh-usa.com

Under "Products"

EXHIBIT F
SAMPLE TRAINING PLAN
Exhibit F



Training



1. Schedule Training Sessions

If formal training session(s) are requested, a Ricoh representative will work with the Maricopa County project manager to schedule a date for the training sessions by email. Generally, less formal training sessions can be conducted on installation day. However, formal training session(s) can be arranged using the process outlined below. A Ricoh Onsite Implementation Team member, Trainer or Fleet Manager will conduct training in either format.

2. Communicate Time and Location of Training Session(s)

Email training schedule will be sent to the Maricopa County Project Manager, who then is responsible for coordinating Ricoh’s training sessions with Maricopa County End Users.

3. Conduct End User Training

The Ricoh trainer will provide MDS fleet level-I training, some topics included are:

- Overview of the Ricoh Model capabilities
- Basic device functionalities
- Service Call Placement
- Ordering supplies (toner)
- Basic Troubleshooting

4. Quick Reference Guide

Ricoh Trainer or Fleet Manager provides a Quick Reference Guide explaining the device functionality.

5. Is Training Complete?

Once all training sessions have been conducted for each site, move to Step 8, If not, continue to conduct training sessions.



6. Training Checklist

If required, during training sessions the Ricoh Trainer or Ricoh Onsite Implementation Team member will complete a Training Checklist/log.

7. Ricoh Sends Signed Checklist

The Ricoh Onsite Implementation Team member will notify the Ricoh Project Manager once training sessions are complete.

8. Follow-up Training Scheduled as required

If additional training is needed, the Ricoh Fleet Manager or Ricoh trainer should be contacted.

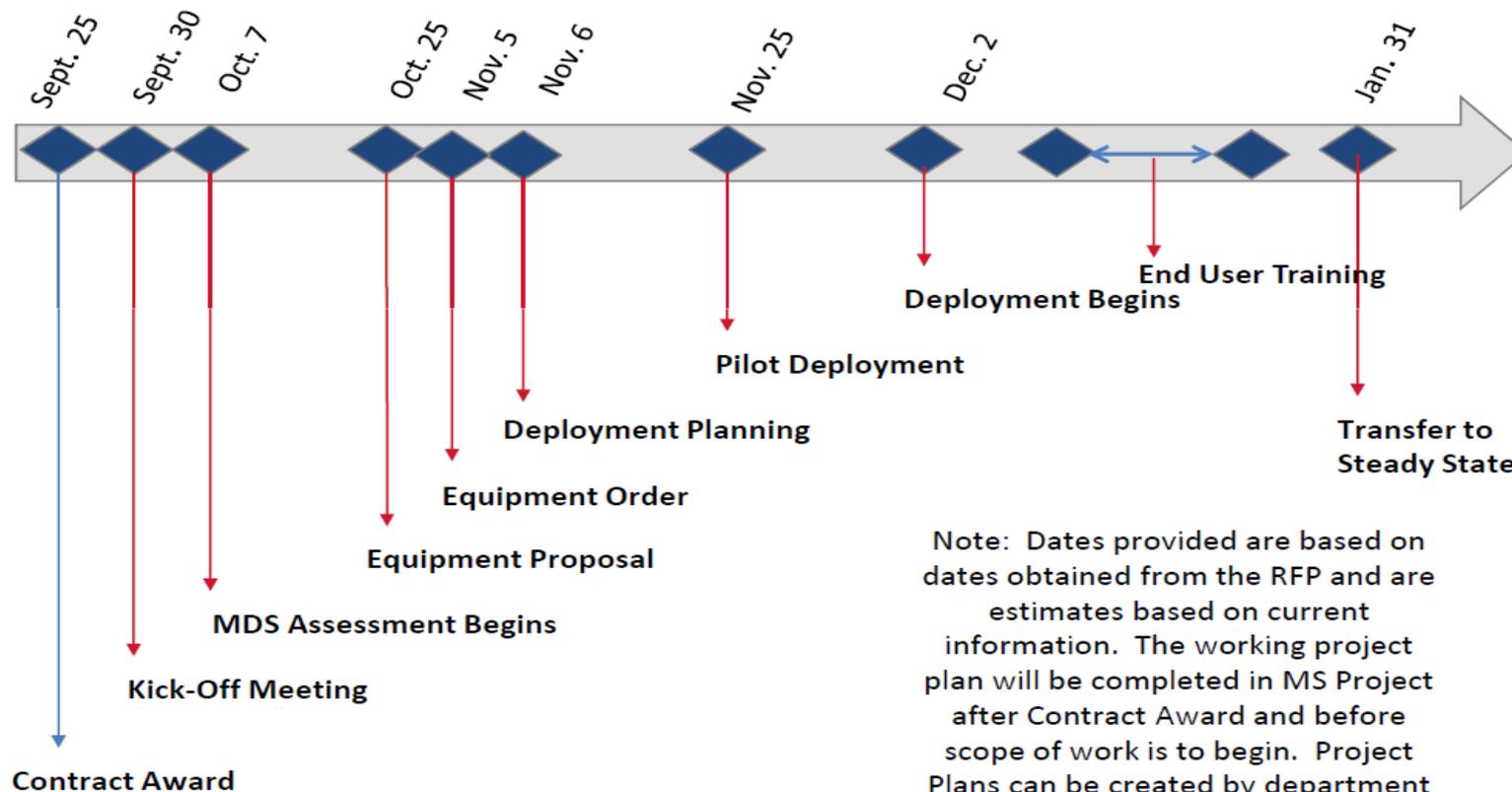
Training Roles

Ricoh Onsite Implementation Team	<ul style="list-style-type: none"> • Schedule End User Training • Document and update training status by site
Ricoh Trainer	<ul style="list-style-type: none"> • Conduct End User Training. • Distribute Quick Reference Guides
Maricopa County Company Department Manager	<ul style="list-style-type: none"> • Follow-up training schedule as needed • Verify Training Is complete • Sign off on Training, once complete

SAMPLE IMPLEMENTATION/DELIVERY PLAN

Exhibit G

Maricopa Co. Preliminary Project Plan



Note: Dates provided are based on dates obtained from the RFP and are estimates based on current information. The working project plan will be completed in MS Project after Contract Award and before scope of work is to begin. Project Plans can be created by department as required.

EXHIBIT H

SECURITY GUIDELINES; AND

OVERVIEW:

Multifunction Devices (MFD) combine functionality of a photo-copier, printer, fax and scanner into one compact device. The benefits of space and cost savings can be significant. Along with these benefits come unique security issues that must be addressed before such devices can be attached to Maricopa County's network.

SECURITY REQUIREMENTS:

There are several security requirements that must be addressed before an MFD may be attached to the county's network.

Passwords: Any MFD which is connected to the network must conform to Maricopa County's Security policy with respect to transmission and storage of passwords.

Storage Passwords may not be stored on the device in clear text. Any password stored on an MFD must be Encrypted or Hashed using strong encryption (128-bit or higher) or hashing algorithms (SHA-1 equivalent or stronger).

Transmission Passwords may not be transmitted across the network in clear text.

Accounts: There are two types of accounts that may be associated with the operation of an MFD; User accounts and service accounts:

User Maricopa County accounts used by individuals to access allowed features of the MFD and are subject to the requirements listed above in the password section.

Service Can be either special Maricopa County accounts referred to as non-expiring service accounts or Local Administrative Accounts.

Maricopa County non-expiring service accounts are typically used to allow the MFD to access resources within Active Directory and must follow policy for creation and management. Although the name of this type of account is non-expiring these accounts must still be changed regularly (at least once each year) and must have very strong passwords (must follow Maricopa County password complexity rules as a minimum).

Local administrative accounts are used to manage the features of the device. These accounts must follow the same rules as Maricopa County non-expiring service accounts including password complexity. There must also be an automated mechanism for changing these passwords quickly in the event of a security Incident.

Authentication: IT Security Policy requires that each User be uniquely identified when accessing the network. The method by which this is accomplished is to issue unique User accounts to individuals. Prior to accessing any objects or services on the network Users must present their unique credentials to access networked objects and/or services. Authentication is the process of determining whether someone or something is, in fact, who or what it is declared to be. In order to exchange the device or User's credentials (Username and password) a secure protocol must be used. The only accepted authentication protocol for devices and Users' connecting to the county network is Kerberos.

Kerberos authentication is required for MFDs connected to the network and only for features where it is necessary to uniquely identify a specific User (such as the scan-to-email function) or to access network resources (such as LDAP Address Book Lookups).

The use of other authentication protocols will only be permitted by exception after evaluation by Maricopa County Office of Enterprise Technology (OET) Information Security.

Pull Printing:

To ensure the confidentiality of information stored locally on the MFP device, PIN Authentication can be used to implement “Pull Printing, providing that the PIN is only transmitted encrypted over the network.

Print solutions provided by the contractor shall have appropriate features to secure the network from any threats posed by document on-ramps and off-ramps and provide solutions to ensure secure network printing and confidentiality of printed pages (promise that the contents of hard-disk drives will remain secure).

For certain locations, the contractor should provide the ability to implement Pull Printing (follow-me printing or print release) to enhance security by ensuring users don't walk off with one another's print jobs, and it allows users to print from locations away from their desks at any printer that is handy.

To implement Pull Printing, PIN authentication could be allowed for network-connected devices, providing that the PIN is only transmitted encrypted over the network.

Note: **PIN Authentication** — Users key a PIN of their choice into the print screen immediately before printing, and then again to release the job at the printer.

Device Management: There are two primary management strategies that will need to be addressed, local and remote.

Local Local management takes place at the MFD's console and must be secured in such a way that unauthorized individuals can not gain access to, copy information from or modify configuration settings. At a minimum passwords must be used to secure the device locally and must conform to the password standards above; use of more secure technologies such as smart cards or access tokens may also be approved after evaluation by Maricopa County OET Information Security.

Remote Remote management must be performed securely. The three accepted methods are Web, SNMP, and SSH (see below for details).

Web Any MFD which uses a web interface for management must use a secure connection such as SSL (Secure Socket Layer). This will ensure that the management account information and session data are not transmitted in clear text as required in the passwords section above. The use of “http:” web sessions are not permitted, only “https:” web sessions with a minimum 128-bit encryption and 2048-bit certificates are permitted.

SNMP Simple Network Management Protocol provides a way to monitor and remotely manage MFDs. SNMP version 1 has been found to have numerous security vulnerabilities. SNMP Version 2 or higher (preferably version 3) are permitted for use on network. The SNMP protocol when enabled must be configured using current OET Network configuration standards and should only be used in conjunction with port filtering at the device, and/or perimeter routers and firewalls.

SSH Secure Shell version 2 (SSH2) is an acceptable method for managing MFDs and should only be used in conjunction with appropriate port filtering at the device, perimeter routers and/or firewalls.

IP Filtering: Must be enabled to restrict who has access to the management console on the MFD and configured to provide access from centralized administrative subnet(s). Where IP filtering is not available on the device it must be protected with appropriate firewall rules or local router ACL (Access Control Lists).

Client-side Software: In order to access some of the functions on a MFD it may be necessary to install client-side (workstation or server) software. When such software is installed it must be configured and maintained (patched) so as to not expose the client to attack or compromise. When Client-side Software utilizes HTTP and/or FTP protocols they must be configured in such a way that an anonymous User cannot access data on the client or compromise the client computer.

MFD Features:

Printing: Once a document has printed the electronic image must be securely erased (overwritten) from the local storage media. If the document is not automatically purged from local storage media it must be protected (encrypted) in such a way that the document cannot be retrieved and/or reprinted by an unauthorized individual.

Copying: See above

Faxing:

Local: See above

Desktop: See above

Scanning:

Scan-to-Email: MFDs with this feature allow a User to copy (scan) a document or image, re-direct the output from being printed and send it as an Email instead. When this feature is enabled the MFD must be able to meet the following requirements:

- The User (sender) must securely authenticate at the MFD (see passwords and authentication sections above for requirements).
- The “FROM” field must be automatically populated in such a way that the sender is clearly identified and ensures that this information cannot be by-passed or spoofed.
- The Address Book (Active Directory GAL) lookup feature must be performed securely or disabled. An approved method is to use secure LDAP (Lightweight Directory Access Protocol) connections to Active Directory. If an alternate method is used it must be evaluated by Maricopa County OET prior to deployment. Any method for obtaining access to Active Directory must not compromise the confidentiality, integrity, or availability of Active Directory and it must conform to password and authentication requirements detailed above.

Scan-to-Folder: MFDs with this feature allow a User to copy (scan) a document or image, re-direct the output from being printed and send it directly to a shared folder on a workstation or server. When this feature is enabled the MFD must be able to meet the following requirements:

- The User (sender) must securely authenticate at the MFD (see passwords and authentication sections above for requirements).
- When the MFD connects to the shared folder it must pass credentials securely as outlined in the passwords section above.

Scan-to-FTP: At this time Scan-to-FTP is not approved and must be disabled. Scan-to-SFTP is approved by OET Information Security on a case-by-case basis.

Storage Media: Manufacturers are installing internal hard drives, flash memory or other non-volatile memory media into MFD’s to enhance their products abilities and features. Primarily hard drives are used to store images of source material (documents) that are being copied, scanned, printed or faxed. Flash memory and other non-volatile memory technologies are used to store network configurations, device configurations, passwords, Operating Systems and any other information vital to the operation of the device. Any MFD with one or more of these storage technologies must conform to Maricopa County’s directive for securely erasing or physically destroying the media before it is disposed, transferred or returned to the manufacturer for warranty replacement.

The manufacturer must supply a means of securely erasing this media while it is in the device or must remove this media so that it remains with Maricopa County. In the event that the media is defective (either under warranty or not) it must be removed from the device and physically destroyed prior to being sent to Asset Investment Recovery for disposal.

E-6_3 Security Standards

All MFD’s connected to the network must meet or exceed the following security requirements. Where a particular feature of the MFD cannot meet these standards that feature must be disabled. If it is not possible to disable the individual feature then the device must not be attached to the network. Where a feature is available on a particular model of MFD that has not been identified in this document it must be disabled. Before a new feature may be enabled a business case must be presented and Maricopa County’s OET will perform an evaluation, either an exemption will be granted or the standard will be updated to include the new feature.

Passwords:	Must conform to IT Security Policy with respect to transmission and storage.	
Accounts	User	Standard Active Directory User account
	Service	Active Directory non-expiring service account Local administrative account, with strong password and automated process for changing
Authentication:	Kerberos.	
Management:	Remote management must be protected through the use of IP port filtering either at the device or through the local router or firewall.	
	<i>Local</i>	Password protected (changed from default)
	<i>Web</i>	HTTPS only (128-bit encryption, 2048-bit Key certificate or greater)
	<i>SNMP</i>	SNMP Version 2 or above
	<i>SSH</i>	SSH version 2 or greater
	<i>Telnet</i>	Not permitted (disable)
IP Filtering:	Enabled to restrict access to the management console on the MFD or local router and/or firewall must be configured to limit access.	
Client-side Software	May only be installed on managed devices designated for this task and must not be directly accessible from the Internet	
Features	<i>Print</i>	Secure erasure of printed documents
	<i>Copy</i>	Secure erasure of scanned images and documents
	<i>Fax</i>	Secure erasure of fax images and documents Authentication required for fax from desktop, client side software may be required
	<i>Scan-to-email</i>	Authentication required Automatic population of "FROM" field Secure connection to Address Book (Active Directory)
	<i>Scan-to-Folder</i>	Authentication required
	<i>Scan-to-FTP</i>	FTP not permitted at this time. Business case and technical evaluation required for an exemption or inclusion in standards. If an exemption is granted, SFTP shall be used instead of FTP.
Storage Media:	Secure erasure before asset is disposed or transferred, in the event of a failed storage media component it must be sent to Asset Disposal for physical destruction.	
Compliance Reviews	May be performed at random on any device attached to the network. Clients will ensure that MFDs (including devices with Client-side Software installed) are available to Maricopa County OET Information Security for compliance reviews. Vendor must be able to remediate any discovered vulnerabilities on said systems via software update or system replacement. If vulnerabilities cannot be mitigated the vendor must provide to the county a system with the same or greater capabilities at the original cost of the equipment without discovered vulnerabilities.	

EXHIBIT I

SAMPLE SERVICE ORDER FORM

This Service Order is made pursuant to the Contract pursuant to 13011-RFP (“Contract”) by and between Ricoh USA, Inc. (“Contractor”) and Maricopa County (“County”). This Service Order shall be effective as of the 1st day of the month following the date of the last signature below and per payment terms in section 3.0 of Contract (“Service Order Effective Date”) and have a 60 month term or other time period as specified (“Initial Term”) for performance unless earlier terminated as expressly provided herein.

All terms and conditions of the Contact 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 Contract. 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 this Contract. This Service Order consists of this page, together with the Schedules below, which shall apply only to the engagement contemplated by this Service Order.

A Schedule may be terminated in whole or in part by the County whenever the County shall determine that such termination is in the best interest of the County. In the event of such termination for convenience, County agrees to return the Equipment to Contractor in the manner required under the Contract and to pay to Contractor (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Equipment, and any Software Licenses, an amount which shall be equal to the monthly Payment for such Equipment, 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 Software and/or Software License, plus any other amounts then due and payable under this Contract and/or, Schedule with respect to such Equipment, Software and/or Software License. Contractor shall supply the County with the actual number of Payments remaining and the total amount due, and the County shall be relieved of all unpaid amounts for anticipated profit on unperformed services under the Contract (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost). The monthly equipment allocation for this Equipment Usage Schedule is \$ _____ per month.

SCHEDULES

Schedule 1 – Equipment Usage Schedule (Contractor-Provided Equipment)

IN WITNESS WHEREOF, the parties have executed this Service Order to the Contract as of the date first written above.

MARICOPA COUNTY

RICOH USA, INC.

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

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

SCHEDULE 1 TO SERVICE ORDER

EQUIPMENT USAGE SCHEDULE

Equipment Usage Schedule Number: _____

This Equipment Usage Schedule ("Schedule") is made by and between Ricoh USA, Inc. ("Contractor") and Maricopa County ("County"). This Schedule is subject to the terms and conditions of the Master Contract pursuant to 13011-RFP ("Contract") and Service Order ("Service Order") identified on this Schedule between County and Contractor. All terms and conditions of the Contract and Service Order are incorporated into this Schedule and made a part hereof.

COUNTY 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		

EQUIPMENT DESCRIPTION ("Equipment")

Qty	Equipment Description: Make & Model

Qty	Equipment Description: Make & Model

PAYMENT SCHEDULE

Minimum Non-Cancellable Term (months)	Monthly Minimum Equipment Fee (without tax)	Minimum Payment Billing Frequency	Advance Payment
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____

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: _____)

AMENDMENT No. 1
To
COPIERS/MULTI-FUNCTION DEVICES (MFD), SERVICE & SUPPORT
(13011-RFP)
Between
Ricoh USA, Inc.
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Ricoh USA, Inc. ("Contractor") have entered into a Contract for the acquisition of copiers/multi-function devices (MFD), services and support effective October 9, 2013 ("Contract") herein referred to as County Contract No. 13011-RFP.

WHEREAS, County and Contractor have agreed to further modify the Contract by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 8.0 Duties

Replace the letter "G" in section 8.1 with the letter "I".

Section 9.28 Equipment Definitions and Terms

Replace the word "Exhibit A-1" in section B1 with "Exhibit A, A-1, A-2 and A-3".

Insert the word "the designated" prior to Schedule 1 and remove the number "1" in section B1. In addition, insert the word "Schedule" in place of Exhibit D in section B1.

Replace the word "County" and insert the word "Contractor" in section 3.3 and in section Option B (Return) #4.

Exhibit A, A-1, A-2 and A-3

Delete Exhibit A, A-1, A-2 and A-3 in its entirety and replace with the following Exhibit A, A-1, A-2 and A-3 dated 11-15-13.

Exhibit B

Replace the number "1" with number "2" in the Segment column for the Class One (1) Black and White Copiers (Desktop and Console) and replace the word "Console" with "Desktop" in the Speed in Copies Per Minute (CPM) column.

Insert the word "Optional" after Facsimile in section 2.4.4.6

Exhibit I

Delete Exhibit I in its entirety and replace with Exhibit I dated 11-15-13.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment is executed on the date executed.

RICOH USA, INC.


Authorized Signature

STEVE RINARDI MVP
Printed Name and Title

1910 W. UNIVERSITY DR., TEMPE, AZ 85281
Address

11/18/2013
Date

MARICOPA COUNTY:


Chief Procurement Officer

11/25/13
Date

Exhibit A

SERIAL 13011-RFP
 HRP CODE: 3826
 CURRENT NAME:
 DOING BUSINESS AS (DDBA) NAME:
 MAILING ADDRESS:
 REMIT TO ADDRESS:
 THE PHONE NUMBER:
 FACSIMILE NUMBER:
 WEB SITE:
 REPRESENTATIVE NAME:
 REPRESENTATIVE PHONE NUMBER:
 REPRESENTATIVE E-MAIL:

Back ISSA
 301600111
 P.O. Box 140000
 Tempe, AZ 85281
 or
 (480) 770-7300
 (480) 770-6000
 www.citibank.com
 Joe Zarillo
 (480) 770-7400
 jzarillo@citibank.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

YES NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

YES NO
 2.5% charge to use

PAYMENT TERMS:

NET 30 DAYS

* Bids will offer a 2.5% discount on the below pricing for any Maricopa County department that agrees to pay the entire fiscal year in full up front each year.

PRICING:

1.0 Class One (1) B&W Copiers (Desktop and Console)	CFM	Model No.	60 Month Monthly Flat Rate*	* Please see below for alternative models
1.1 Segment Desktop	20-29	MP2105PP	\$ 56.20	
1.1 Segment 2	20-29	SP 5210SR	\$ 88.32	
1.2 Segment 3	30-39	MP3353	\$ 148.17	
1.3 Segment 4	40-49	MP4900	\$ 128.80	
1.4 Segment 5	50-59	MP5900	\$ 187.54	
1.5 Segment 6	60-69	MP6900	\$ 232.25	
1.6 Segment 7	70-79	MP7900	\$ 264.95	

2.0 Class Two (2) Color Copiers (Console Only)	CFM	Model No.	Monthly Flat Rate*	Cost Per Copy**
2.1 Segment 2	20-29	MPC3003	\$ 123.32	\$ 0.0514
2.2 Segment 3	30-39	MPC3003	\$ 123.03	\$ 0.0514
2.3 Segment 4	40-49	MPC4303	\$ 216.94	\$ 0.0480
2.4 Segment 5	50-59	MPC5303	\$ 236.73	\$ 0.0480
2.5 Segment 6	60-69	MPC6302	\$ 437.44	\$ 0.0430

*Unlimited Copier

** Per page includes paper and toner

Class One (1)

Optional Pricing (Hardware for each class of copier and segments)	1.1 Segment Desktop	1.1 Segment 2	1.2 Segment 3	1.3 Segment 4	1.4 Segment 5	1.5 Segment 6	1.6 Segment 7
3.1 Advanced Office Finisher		Included in Base Unit					
3.1.1 Advanced Office Finisher - 500 Sheet	Not Available	Included in Base Unit	\$ 15.49	Included in Base Unit			Included in Base Unit
3.1.2 Advanced Office Finisher - 1000 Sheet	Not Available	Not Available		Included in Base Unit			Included in Base Unit
3.2 Internal Wing Finisher	Not Available	Included in Base Unit					
3.3 Booklet Maker	Not Available	Not Available	\$ 27.61	\$ 24.41	\$ 29.43	\$ 35.27	\$ 35.51
3.4 3-1/2" Slide Finish	Not Available	Not Available	\$ 6.67	\$ 4.24	\$ 4.24	\$ 4.26	\$ 4.26
3.5 Large Capacity Tray							
3.5.1 Large Capacity Tray - A (Lower Tray)	Not Available	\$ 11.18	\$ 10.22	\$ 10.22	No Additional Charge		Included in Base Unit
3.5.2 Large Capacity Tray - B (Side Tray)	Not Available	Not Available	Not Available	\$ 10.22	\$ 10.22	\$ 10.22	\$ 18.77
3.5.3 Large Capacity Tray - C (2-Tray)	\$ 4.26	Included in Base Unit	\$ 10.22	\$ 10.22			Included in Base Unit
Postscript Option	Included	Included	\$ 6.61	\$ 12.03	\$ 17.43	\$ 26.97	\$ 26.97
Fin Option	Included	\$ 4.55	\$ 3.22	\$ 10.26	\$ 10.26	\$ 7.26	\$ 7.26
Optional Consumables							
3.6 Right Fin Connector*	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77
*Needs Right Fin Server							
3.7 On Base Connector	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28
(Quantity Discounts for Connectors Available)							
3.8 Card Reader	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52

Class Two (2)

	2.1 Segment 2	2.2 Segment 3	2.3 Segment 4	2.4 Segment 5	2.5 Segment 6
3.1 Advanced Office Finisher					
3.1.1 Advanced Office Finisher - 500 Sheet	Included in Base Unit				
3.1.2 Advanced Office Finisher - 1000 Sheet	\$ 15.49	\$ 13.49	Included in Base Unit	Included in Base Unit	
3.2 Internal Wing Finisher	Included in Base Unit		Included in Base Unit		Included in Base Unit
3.3 Booklet Maker	\$ 27.61	\$ 27.61	\$ 14.12	\$ 14.12	\$ 33.27
3.4 3-1/2" Slide Finish	\$ 6.67	\$ 6.67	\$ 6.67	\$ 6.67	\$ 8.79
3.5 Large Capacity Tray					
3.5.1 Large Capacity Tray - A (Lower Tray)	\$ 10.22	\$ 10.22	\$ 10.22	No Additional Charge	Included in Base Unit
3.5.2 Large Capacity Tray - B (Side Tray)	\$ 10.22	\$ 10.22	\$ 10.22	\$ 10.22	\$ 48.48
3.5.3 Large Capacity Tray - C (2-Tray)	\$ 10.22	\$ 10.22	\$ 10.22	Included	Included
Fin Option	\$ 9.06	\$ 9.96	\$ 9.96	\$ 9.96	\$ 8.42
Optional Consumables					
3.6 Right Fin Connector*	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77
*Needs Right Fin Server					
3.7 On Base Connector	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28
(Quantity Discounts for Connectors Available)					
3.8 Card Reader	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52

Exhibit A

4.0 Optional Services

4.1 Emergency Services (after County normal business hours)	\$	400.00	1st Hour
	\$	100.00	Add'l Time-14 hr.

Note: Based on location and service coverage, requests for after hours will be responded to with the best effort.

List additional optional services as needed	Monthly Flat Rate*	Cent Per Copy
1.1 Separate Desktop - Alternative MP 301 SFP	\$ 58.21	
Additional Paper Feed Unit -	\$ 4.25	
Hard Drive w/Drive	\$ 9.49	
VM Card	\$ 2.19	
1.1 Separate Desktop - Alternative SP 5200SHW	\$ 75.38	
Additional Paper Feed Unit -	\$ -	
Paper Feed Unit w/Carriage	\$ 5.83	
Fax Option	Included in Base Model	
DCES	\$ 3.78	
1.1 Separate Desktop - Alternative MFC 305 SFP	\$ 68.84	\$ 0.0500
Additional Paper Feed Unit -	\$ 4.28	
Hard Drive w/Drive	\$ 9.49	
VM Card	\$ 2.10	

Exhibit A-1
Caterpillar Pricing

PENDING				12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months
1.8-Class One (1) Full-Size Copiers (Desktop and Console)		CPM	Model No.	Monthly Flat Rate*							
1.1 Segment Desktop	20-29		MP905FF	\$ 131.06	\$ 94.38	\$ 80.64	\$ 71.35	\$ 65.99	\$ 62.48	\$ 58.16	\$ 58.29
1.1 Segment 2	20-29		SP 621854	\$ 268.50	\$ 203.89	\$ 147.24	\$ 127.37	\$ 111.80	\$ 104.26	\$ 97.57	\$ 92.34
1.1 Segment 3	20-29		MP3333	\$ 425.11	\$ 309.68	\$ 238.33	\$ 207.62	\$ 184.19	\$ 172.94	\$ 163.48	\$ 155.24
1.1 Segment 4	40-49		MP8002	\$ 427.61	\$ 316.21	\$ 246.34	\$ 216.57	\$ 193.79	\$ 182.33	\$ 172.79	\$ 163.34
1.4 Segment 2	50-59		MP3002	\$ 358.00	\$ 266.67	\$ 204.67	\$ 182.39	\$ 163.01	\$ 151.41	\$ 143.84	\$ 136.49
1.5 Segment 6	60-69		MP8002	\$ 553.84	\$ 428.02	\$ 331.35	\$ 288.35	\$ 255.99	\$ 240.33	\$ 228.61	\$ 219.29
1.6 Segment 7	70-79		MP9002	\$ 1,107.45	\$ 742.51	\$ 585.39	\$ 511.48	\$ 448.76	\$ 420.88	\$ 403.10	\$ 383.81
*Unlimited Copies											
2.0-Class Two (2) Color Copiers (Console Only)		CPM	Cost Per Copy**	Model No.	Monthly Flat Rate*						
2.1 Segment 2	20-29	\$ 0.014		MPC3003	\$ 448.09	\$ 289.21	\$ 228.06	\$ 205.04	\$ 182.45	\$ 161.87	\$ 146.30
2.2 Segment 3	30-39	\$ 0.014		MPC3003	\$ 497.79	\$ 308.89	\$ 238.66	\$ 212.64	\$ 189.86	\$ 169.30	\$ 141.22
2.3 Segment 4	40-49	\$ 0.040		MPC4503	\$ 639.98	\$ 406.11	\$ 316.39	\$ 283.03	\$ 256.28	\$ 234.72	\$ 213.89
2.4 Segment 5	50-59	\$ 0.040		MPC3303	\$ 808.17	\$ 523.79	\$ 418.21	\$ 374.68	\$ 342.63	\$ 311.18	\$ 283.47
2.5 Segment 6	60-69	\$ 0.040		MPC3501	\$ 1,417.52	\$ 938.25	\$ 730.33	\$ 647.83	\$ 566.38	\$ 515.76	\$ 462.48
*Unlimited Copies											
** Per page/line regardless of size											

**Exhibit A-2
US Communities Contract #44000003732
Pricing**

As part of this agreement Maricopa County may utilize the US Communities contract for software and MFD add on's as needed with prior approval from the Office of Procurement Services (OPS).

Pricing can be found at the following location:

**County of Fairfax
Department of Purchasing and Supply Management
Contract Number: 4400003732**

U.S. Communities 2013

<http://www.uscommunities.org>

Exhibit A-3

Service Component Allocation

Class	Segment	Model	Monthly Flat Rate	FINAL Color CPC
Class 1	1.1 Segment Desktop	MP201SPF	\$ 33.75	\$ -
Class 1	1.1 Segment 2	SP 5210SR	\$ 33.75	\$ -
Class 1	1.2 Segment 3	MP3353	\$ 64.66	\$ -
Class 1	1.3 Segment 4	MP4002	\$ 77.84	\$ -
Class 1	1.4 Segment 5	MP5002	\$ 81.83	\$ -
Class 1	1.5 Segment 6	MP6002	\$ 99.94	\$ -
Class 1	1.6 Segment 7	MP7502	\$ 142.27	\$ -
Class 2	2.1 Segment 2	MPC3003	\$ 25.39	\$ 0.0514
Class 2	2.2 Segment 3	MPC3003	\$ 35.00	\$ 0.0514
Class 2	2.3 Segment 4	MPC4503	\$ 81.60	\$ 0.0480
Class 2	2.4 Segment 5	MPC5503	\$ 56.60	\$ 0.0480
Class 2	2.5 Segment 6	MPC6502	\$ 141.91	\$ 0.0430

**EXHIBIT I
SERVICE ORDER FORM**

This Service Order is made pursuant to the Contract pursuant to 13011-RFP ("Contract") by and between Ricoh USA, Inc. ("Contractor") and Maricopa County ("County"). This Service Order shall be effective as of December 27, 2013 for all orders placed before November 30, 2013. Orders placed after November 30, 2013 will be effective as of the 1st day of the month following the date of the delivery of the equipment and acceptance per the payment terms in section 3.0 of the Contract ("Service Order Effective Date") and have a sixty (60) month coterminous or other time period as specified ("Initial Term") for performance unless earlier terminated as expressly provided herein.

All terms and conditions of the 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 Contract. 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 this Contract. This Service Order consists of this page, together with the Schedules below, which shall apply only to the engagement contemplated by this Service Order. In the event of a conflict between the Contract and a Service Order, the terms and conditions of the Contract shall prevail.

A Schedule may be terminated in whole or in part by the County whenever the County shall determine that such termination is in the best interest of the County per section 9.7 of the Contract. The monthly equipment allocation for this Equipment Usage Schedule is \$ _____ per month (less service component allocation in Exhibit A-3).

SCHEDULES

Schedule – Equipment Usage Schedule (Contractor-Provided Equipment)

IN WITNESS WHEREOF, the parties have executed this Service Order to the Contract as of the date first written above.

MARICOPA COUNTY

RICOH USA, INC.

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

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

COUNTY APPROVALS

Dept.	Signature	Name	Title

SCHEDULE TO SERVICE ORDER

EQUIPMENT USAGE SCHEDULE

Equipment Usage Schedule Number: _____

This Equipment Usage Schedule ("Schedule") is made by and between Ricoh USA, Inc. ("Contractor") and Maricopa County ("County"). This Schedule is subject to the terms and conditions of the Master Contract pursuant to 13011-RFP ("Contract") and Service Order ("Service Order") identified on this Schedule between County and Contractor. All terms and conditions of the Contract and Service Order are incorporated into this Schedule and made a part hereof.

COUNTY 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		

EQUIPMENT DESCRIPTION ("Equipment")

Qty	Equipment Description: Make & Model

Qty	Equipment Description: Make & Model

PAYMENT SCHEDULE

Minimum Non-Cancellable Term	Monthly Minimum Equipment Fee (without tax)	Minimum Payment Billing Frequency	Image Color Rate
_____ Months	\$ _____	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	\$ _____ per image

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: _____)

AMENDMENT No. 2
To
COPIERS/MULTI-FUNCTION DEVICES (MFD), SERVICE & SUPPORT
(13011-RFP)
Between
Ricoh USA, Inc.
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Ricoh USA, Inc. ("Contractor") have entered into a Contract for the acquisition of copiers/multi-function devices (MFD), services and support effective October 9, 2013 ("Contract") herein referred to as County Contract No. 13011-RFP.

WHEREAS, County and Contractor have agreed to further modify the Contract by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1.1 Contract Term

*The contract term is extended to read: five (5) years and **EIGHT (8) months...and ending on the 31st day of MAY, 2019.***

Exhibit A

*Delete Exhibit A dated 11-15-13 and replace with **EXHIBIT A DATED 2-15-14.***

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment is executed on the date executed.

RICOH USA, INC.

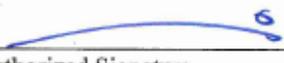


Authorized Signature

STEVE RINALDI MARKET VP
Printed Name and Title

4-7-14
Date

MARICOPA COUNTY:



Authorized Signature

Wesley L. Baysinger
Printed Name and Title

4/9/14
Date

ATTACHMENT A
PRICING

SERIAL 13011-RFP
 PROJECT CODE
 COUNTY NAME
 PROJECT BUSINESS ADDRESS NAME
 MAILING ADDRESS
 REMIT TO ADDRESS
 TELEPHONE NUMBER
 FACSIMILE NUMBER
 WEBSITE
 REPRESENTATIVE NAME
 REPRESENTATIVE PHONE NUMBER
 REPRESENTATIVE EMAIL

North USA		
20100111		
180 West University Avenue		
Tampa, FL 33611		
or		
409375-7000		
409375-6007		
www.hillcountry.com		
inc@hill.com		
409375-3400		
joshua.lambert@hillcountry.com		
YIELD	80	BERATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

(X) I I

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

(X) I I
 25% charge to use

PAIDMENT TERMS:

(X) NET 30 DAYS

* Bidder will offer a 2 % discount on the below pricing for any Meriwake County department that agrees to pay the entire fiscal year in full up front, each year.

PRICING:

60 Months

1.0 Class One (1) B&W Copiers (Desktop and Compact)	CPM	Model No.	Monthly Flat Rate*	Cost Per Copy**
1.1 Segment Desktop	20-29	MP2010PP	\$ 56.20	* Please see below for alternative models
1.1 Segment 2	20-29	SP 4210BE	\$ 88.35	
1.2 Segment 3	30-39	MP3333	\$ 148.17	
1.3 Segment 4	40-49	MP4002	\$ 158.80	
1.4 Segment 5	50-59	MP5002	\$ 187.54	
1.5 Segment 6	60-69	MP6002	\$ 262.95	
1.6 Segment 7	70-79	MP7002	\$ 343.90	

2.0 Class Two (1) Color Copiers (Compact Only)	CPM	Model No.	Monthly Flat Rate*	Cost Per Copy**
2.1 Segment 1	20-29	MPC2003	\$ 122.22	\$ 0.0514
2.2 Segment 2	30-39	MPC3003	\$ 132.83	\$ 0.0514
2.3 Segment 4	40-49	MPC4003	\$ 218.54	\$ 0.0468
2.4 Segment 5	50-59	MPC5003	\$ 316.13	\$ 0.0480
2.5 Segment 6	60-69	MPC6003	\$ 431.44	\$ 0.0490

** For alternative condition of sale

CLASS ONE (1)

3.0 Original Pricing (Available for each class of copier and segment)	1.1 Segment Desktop	1.2 Segment 2	1.3 Segment 3	1.4 Segment 4	1.5 Segment 5	1.6 Segment 6	1.7 Segment 7
3.1 Advanced Office Finisher							
3.1.1 Advanced Office Finisher - 500 Sheet	Not Available	Included in Base Unit					
3.1.2 Advanced Office Finisher - 1000 Sheet	Not Available	Not Available	\$ 13.49	Included in Base Unit			Included in Base Unit
3.2 Internal Tray Finisher	Not Available	Included in Base Unit					
3.3 Booklet Maker	Not Available	Not Available	\$ 27.61	\$ 29.41	\$ 29.41	\$ 35.57	\$ 35.57
3.4 Inline 3-Hole Punch	Not Available	Not Available	\$ 6.67	\$ 6.67	\$ 6.67	\$ 6.67	\$ 6.67
3.5 Large Capacity Tray							
3.5.1 Large Capacity Tray - A (Larger Tray)	Not Available	\$ 11.08	\$ 10.22	\$ 10.22	\$ 10.22	Included in Base Unit	
3.5.2 Large Capacity Tray - B (Smaller Tray)	Not Available	Not Available	Not Available	\$ 10.22	\$ 10.22	\$ 10.22	\$ 18.71
3.5.3 Large Capacity Tray - C (2-Tray)	\$ 4.26	Included in Base Unit	\$ 10.22	\$ 10.22	Included in Base Unit	Included in Base Unit	\$ 26.97
3.6 Front Panel	Included	Included	\$ 6.98	\$ 12.61	\$ 12.61	\$ 26.97	\$ 26.97
3.7 Fax Option	Included	\$ 4.58	\$ 3.73	\$ 10.28	\$ 10.28	\$ 7.18	\$ 7.18
3.8 Fax Connection Unit, Type M4 (For multi-line use)	\$ 2.76	\$ 2.76	\$ 2.76	\$ 2.76	\$ 2.76	\$ 2.76	\$ 2.76
3.9 Interface Unit, Type M6 (For multi-line use)	\$ 8.38	\$ 8.38	\$ 8.38	\$ 8.38	\$ 8.38	\$ 8.38	\$ 8.38
3.10 Multi-Feed Unit (FD400)						\$ 181.54	\$ 170.42
3.11 Production Booklet Finisher							\$ 122.48
3.12 Original Connector							
3.13 Right Fax Connector*	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77
3.14 Right Fax Server							
3.15 Top Base Connector	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28
3.16 Quantity Discounts for Connectors Available							
3.17 Card Reader	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52
3.18 Enhanced Lock Print NX V2.1 Device License	\$ 1.77	\$ 1.77	\$ 1.77	\$ 1.77	\$ 1.77	\$ 1.77	\$ 1.77
3.19 MMS - Enhanced Lock Print NX V2.1 Device License	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90
3.20 Card Authentication Package V2.1 Device License	\$ 3.57	\$ 3.57	\$ 3.57	\$ 3.57	\$ 3.57	\$ 3.57	\$ 3.57
3.21 MMS - Card Authentication Package V2.1 Device License	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85
3.22 FlexRunner Server V2.15 Device License	\$ 74.31	\$ 74.31	\$ 74.31	\$ 74.31	\$ 74.31	\$ 74.31	\$ 74.31
3.23 MMS - FlexRunner Server V2.15 Device License	\$ 37.95	\$ 37.95	\$ 37.95	\$ 37.95	\$ 37.95	\$ 37.95	\$ 37.95
3.24 Advanced Inline Booklet Finisher	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	\$ 170.42
3.25 Advanced Tray: BK5010	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	\$ 123.85
3.26 Multi-Feed Unit (FD400)	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	\$ 182.74

Class Two (2)

	2.1 Segment 2	2.2 Segment 3	2.3 Segment 4	2.4 Segment 5	2.5 Segment 6
3.1 Advanced Office Finisher					
3.1.1 Advanced Office Finisher - 500 Sheet		Included in Base Unit			
3.1.2 Advanced Office Finisher - 1000 Sheet	\$ 13.49	\$ 13.49	Included in Base Unit	Included in Base Unit	Included in Base Unit
3.2 Booklet Maker	\$ 27.61	\$ 27.61	\$ 29.41	\$ 29.41	\$ 35.57
3.4 Inline 3-Hole Punch	\$ 6.67	\$ 6.67	\$ 6.67	\$ 6.67	\$ 6.67
3.5 Large Capacity Tray					
3.5.1 Large Capacity Tray - A (Larger Tray)	\$ 10.22	\$ 10.22	\$ 10.22	No Additional Charge	Included in Base Unit
3.5.2 Large Capacity Tray - B (Smaller Tray)	\$ 10.22	\$ 10.22	\$ 10.22	\$ 10.22	\$ 18.71
3.5.3 Large Capacity Tray - C (2-Tray)	\$ 10.22	\$ 10.22	\$ 10.22	Included	Included
3.6 Front Panel	\$ 6.98	\$ 6.98	\$ 6.98	\$ 6.98	\$ 6.98
3.7 Fax Option	\$ 4.58	\$ 3.73	\$ 10.28	\$ 10.28	\$ 7.18
3.8 Fax Connection Unit, Type M4 (For multi-line use)	\$ 2.76	\$ 2.76	\$ 2.76	\$ 2.76	\$ 2.76
3.9 Interface Unit, Type M6 (For multi-line use)	\$ 8.38	\$ 8.38	\$ 8.38	\$ 8.38	\$ 8.38
3.10 Multi-Feed Unit (FD400)					\$ 181.54
3.11 Production Booklet Finisher					\$ 122.48
3.12 Original Connector					
3.13 Right Fax Connector*	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77
3.14 Right Fax Server					
3.15 Top Base Connector	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28	\$ 21.28
3.16 Quantity Discounts for Connectors Available					
3.17 Card Reader	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52
3.18 Enhanced Lock Print NX V2.1 Device License	\$ 1.77	\$ 1.77	\$ 1.77	\$ 1.77	\$ 1.77
3.19 MMS - Enhanced Lock Print NX V2.1 Device License	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90
3.20 Card Authentication Package V2.1 Device License	\$ 3.57	\$ 3.57	\$ 3.57	\$ 3.57	\$ 3.57
3.21 MMS - Card Authentication Package V2.1 Device License	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85
3.22 FlexRunner Server V2.15 Device License	\$ 74.31	\$ 74.31	\$ 74.31	\$ 74.31	\$ 74.31
3.23 MMS - FlexRunner Server V2.15 Device License	\$ 37.95	\$ 37.95	\$ 37.95	\$ 37.95	\$ 37.95

ATTACHMENT A
PRICING

4.0 Optional Services

4.1 Emergency Services (after County normal business hours)	\$	400.00	1st Hour
	\$	300.00	Add'l Time-1.5 hr.

Note: Based on 1 business day service coverage, requests for after hours will be responded to with the next effort.

5.0 Optional Equipment

	Monthly Flat Rate*	Color Cost Per Copy	B/W Cost Per Copy
5.1 Segment Desktop - Alternative MP 301 SFF	\$ 58.23		
Additional Paper Feed Unit -	\$ 4.28		
Hard Drive w/100GB	\$ 9.49		
VM Card	\$ 2.19		
5.2 Segment Desktop - Alternative SP 52045HW	\$ 79.58		
Additional Paper Feed Unit -	\$ 6.28		
Paper Feed Unit w/Canvas	\$ 5.83		
Thin Client	Included in Base Model		
DOSS	\$ 3.18		
5.3 Segment Desktop - Alternative MVC 315 SFF	\$ 68.04	\$ 0.0281	
Additional Paper Feed Unit -	\$ 6.28		
Hard Drive w/100GB	\$ 9.49		
VM Card	\$ 2.19		
5.4 Segment Desktop - Alternative Ruck SP1210DINHT	\$ 40.90		\$ 0.011
5.5 Segment 7 Color - Alternative Ruck SPC5000G	\$ 1,304.00	\$ 0.0420	\$ 0.0080
	\$ 45.57		
Funch Unit PU5090 NA	\$ 10.99		
GBC Die Set Variable 11 Hole	\$ 7.28		
Trimmer TR5010E	\$ 125.58		
Book Folder RFS510E	\$ 170.19		
Booklet Maker BE5610E	\$ 170.42		
BE5110 Roll Unit	\$ 4.80		
GBC Screen Print Pro	\$ 145.09		
GBC 70-leaf Pro HD Die Set	\$ 30.33		
GBC 44-leaf Pro HD Die Set	\$ 26.75		

AMENDMENT No. 3
To
COPIERS/MULTI-FUNCTION DEVICES (MFD), SERVICE & SUPPORT
(13011-RFP)
Between
Ricoh USA, Inc.
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Ricoh USA, Inc. ("Contractor") have entered into a Contract for the acquisition of copiers/multi-function devices (MFD), services and support effective October 9, 2013 ("Contract") herein referred to as County Contract No. 13011-RFP.

WHEREAS, County and Contractor have agreed to further modify the Contract by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

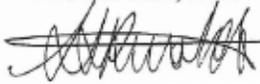
Section 1.1 Contract Term

*The contract term is extended to read: five (5) years and **NINE (9) months...and ending on the 30th day of JUNE, 2019.***

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment is executed on the date executed.

RICOH USA, INC.



Authorized Signature

Steve Rinaldi MVP

Printed Name and Title

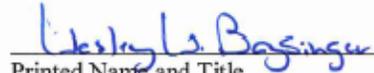
05/22/14

Date

MARICOPA COUNTY:



Authorized Signature



Printed Name and Title

5/28/14

Date

RICOH USA, 1910 W UNIVERSITY DR, TEMPE, AZ 85281

PRICING SHEET: NIGP CODE 98526

Vendor Number: 2011003111 2

Certificates of Insurance Required

Contract Period: To cover the period ending ~~January May 31~~ **June 30, 2019.**