City of Santa Clara
The Center of What's Possible

AGENDA ITEM #: 11.B4

AGENDA REPORT

Date: September 26, 2017

To: City Manager for Council Action

From: Director of Information Technology/CIO

Subject: Approval of an Agreement for the Performance of Services with Ricoh USA, Inc. for Citywide Leases and Maintenance of Copier/Multi-Function Devices

EXECUTIVE SUMMARY

The City currently utilizes Ricoh USA, Inc. to provide and maintain 80 copiers throughout the City at an annual cost of approximately $260,000. The copier/multi-function devices are used to perform a range of print output functions from basic copying to scanning, printing and faxing. Ricoh was selected through a competitive RFP process in August 2011. In advance of the contract term end, staff has reviewed vendor performance, assessed citywide print needs and looked at available competitively bid cooperative purchasing agreements the City could utilize to procure these same services. Through U.S. Communities, a national cooperative government purchasing program, the City can procure Ricoh equipment lease and maintenance services at competitive rates. The proposed pricing plan for lease and per page costs are lower than the City received through the original RFP process. As per the proposed lease agreement, the number of units leased would increase by 17% while the monthly lease pricing would remain approximately the same. Similarly, the print usage rates negotiated through the U.S. Communities program would further reduce the monthly use cost range by 7-19% per page based on print format.

Based on this thorough process, staff recommends awarding the copier/multi-function lease and maintenance contract to Ricoh USA, Inc. for a five-year term, with the option for two one-year extensions at the City's discretion. Staff reviewed options for lease terms and is recommending the five-year option because it is 42% less per year than the three-year and 18% less per year than the four-year term. It is desirable that these types of service contracts be long term to negotiate better terms, and to ensure consistency of equipment and service. Past City copier/multi-function lease agreements have been in the four-year range with additional option years. As is true with multi-year agreements, the execution of the term of this Agreement is contingent on annual Council budget appropriations.

A copy of the Agreement for Performance of Services with Ricoh USA, Inc. can be viewed on the City's website and is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE

U.S. Communities is a cooperative program co-sponsored by the National League of Cities, the Association of School Business Officials, the United States Conference of Mayors, and the National Governors Association. By leveraging the U.S. Communities cooperative government purchasing program to procure these services from Ricoh USA, the City can benefit from highly competitive pricing while reducing the costs. The proposed lease would enable a complete replacement of copier/print equipment, ensure consistency of vendor services and add innovative technology features for office efficiency and mobility use. Moving print usage to shared multifunctional devices and retiring old equipment has resulted in not only reduced costs for the

City through operational budget savings, but in staff time and production as billing and invoicing processes are more streamlined.

The disadvantages of not proceeding with the Ricoh USA lease and maintenance agreement would include increased equipment service costs and inefficiencies of staff in daily office tasks.

ECONOMIC/FISCAL IMPACT

Exact costs for the copier contract are difficult to predict due to fluctuations in annual print usage. Estimates based on the last three fiscal years' usage indicate a cost of approximately $260,000 per year. In order to build in a contingency for fluctuating usage costs, the proposed agreement for FY 2017-18 will not exceed $280,000 dollars. Appropriations are available in various funds and departments' operating budgets; $214,500 from the General Fund; $52,550 from the Electric Utility Fund; $4,650 from the Water Utility Fund; $3,200 from the Sewer Utility Fund; $2,600 from Automotive Services; and $2,500 from the Santa Clara Stadium Authority Fund.

RECOMMENDATION

That the Council approve and authorize the City Manager to execute the Agreement for the Performance of Services with Ricoh USA, Inc. for Citywide Leases and Maintenance of Copier/Multi-Function Devices in an amount not to exceed $1,400,000 ending August 31, 2022, and any documents necessary for agreement execution.

Gaurav Garg
Director of Information Technology/CIO

OK RC

Certified as to Availability of Funds:

General	001-xxxx-87xxx	$ 214,500.00
Electric	091-13xx-87500	$ 52,550.00
Water	092-1411-87500	$ 4,650.00
Sewer	094-1511-87500	$ 3,200.00
Auto	053-2123-87500	$ 2,600.00
SCSA	870-8345-87800	$ 2,500.00 OK TC

Angela Kraetsch
Acting Director of Finance

APPROVED:

Rajeev Batra
City Manager

Documents Related to this Report:
Agreement for the Performance of Services with Ricoh USA, Inc.

COUNCIL AND AUTHORITIES

AGENDA MATERIAL ROUTE SHEET

Council Date: 9/26/17

SUBJECT: Approval of an Agreement for the Performance of Services with Ricoh USA, Inc. for Citywide Leases and Maintenance of Copier/Multi-Function Devices

PUBLICATION REQUIRED:

The attached Notice/Resolution/Ordinance is to be published _____ time(s) at least _____ days before the scheduled meeting/public hearing/bid opening/etc., which is scheduled for _____.

AUTHORITY SOURCE FOR PUBLICATION REQUIREMENT:

Federal Codes:
Title _____ U.S.C. § _____
(Titles run 1 through 50)

California Codes:
Code _____ § _____
(i.e., Government, Street and Highway, Public Resources)

Federal Regulations:
Title _____ C.F.R. § _____
(Titles run 1 through 50)

California Regulations:
Title _____ California Code of Regulations § _____
(Titles run 1 through 28)

City Regulations:
City Charter § _____

City Code § _____
(i.e., 1310. Public Works Contracts. Notice published at least once at least ten days before bid opening)

Reviewed and approved:

1. As to City Functions, by _____
Department Head

2. Reviewed by _____
City Attorney's Office/CAO Assign. No 17.1254

3. As to Environmental Impact Requirements, by N/A
Director of Community Development

4. As to Substance, by _____
City Manager

* Agenda Material Route Sheet required for all agreements, contracts, resolutions, ordinances, notices requiring publication, master plan reports and grant applications

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND RICOH USA, INC.

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Ricoh USA, Inc., an Ohio corporation, with its principal place of business located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355, ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." This Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that City purchases or leases Equipment from Contractor under the Contract and also desires for Contractor to provide maintenance services for such Equipment under the order (the "Order" or "Order Form"), then the terms and conditions of this Agreement shall apply. This Agreement shall consist of the terms and conditions of the Contract and this Agreement. As it pertains to this Agreement, the order of precedence of the component parts of the Agreement shall be as follows: (a) the terms and conditions of this Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Agreement in cases of conflict or inconsistency therein.

RECITALS

A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City, subject to this Agreement. The City may lease from Contractor certain items of equipment as set forth in a separate and independent U. S. Communities Master Lease Agreement ("Lease Agreement") that shall be governed solely by its terms. Any and all Services related to the maintenance and/or functions performed by Contractor shall be governed by this Agreement. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. If there is a conflict between the terms and conditions of the Agreement and an Exhibit, the terms and conditions of an Exhibit prevail.

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the initial term of this Agreement shall begin on the Effective Date of this Agreement and terminate on August 31, 2022.

At the City's option and provided the City is not then in default, this Agreement may be renewed or extended for two (2) additional one (1) year periods. In the event the City desires to renew or extend the Agreement, the City shall deliver written notice to Contractor of such renewal along with any requested modifications of the Agreement at least ninety (90) days before expiration of the then-current Term.

4. WARRANTY DISCLAIMER.

5. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS AGREEMENT, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. CONTRACTOR'S TOTAL AGGREGATE

LIABILITY TO CITY UNDER THE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO CONTRACTOR IN CONNECTION WITH THE SERVICES.PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City, subject to this Agreement. In regard to the performance of Services, Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

6. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

7. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

8. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

9. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

10. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

11. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

12. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is (i) otherwise known to Contractor, (ii) becomes generally known to the related industry, (iii) information which at the time of disclosure is in the public domain, (iv) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Contractor, or (v) information which can be established to have been independently developed and so documented by Contractor or obtained by Contractor from any person not in breach of any confidential obligations to City shall be deemed confidential.

13. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

14. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

15. HOLD HARMLESS/INDEMNIFICATION.

A. Contractor shall indemnify, keep and save harmless the City, its agents, officials, employees and volunteers against claims of bodily injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the City in consequence of the performance of this

Agreement or which may otherwise result therefrom, to the extent the act was caused through the negligent acts or omissions or willful misconduct of Contractor or its employees, or that of any Contractor subcontractor or its employees, if any; and Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the City in any such action, Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

B. City shall be responsible for its acts or omissions and the acts or omissions of its agents, officials, employees and volunteers.

C. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to give Contractor any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. City represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Contractor perform Services under this Agreement.

D. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Contractor and City agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

16. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

17. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

18. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

19. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

20. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

21. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Information Technology Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-3479

And to Contractor addressed as follows:

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

And to:

Ricoh USA, Inc
2290 N First Street, Suite 100
San Jose, CA 95131

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

22. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

23. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in

the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

34. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

35. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

36. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

for BRIAN DOYLE
Interim City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

Dated: 9/26/2017

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

RICOH USA, INC.
an Ohio corporation

Dated: 8/30/17

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Tom Gross

Title: Vice President Managing Director

Local Address: Ricoh USA, Inc.
225 Bush Street, Suite 200
San Francisco, CA 94104

Email Address:

Telephone: 707-480-0471

"CONTRACTOR"

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RICOH USA, INC.

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described below.

1 GENERAL

The following constitutes the Scope of Services for this Agreement with the City of Santa Clara for staff facilities within the City boundaries, where equipment or services are requested.

The City desires to build a strong partnership with a Multi Functional Device ("MFD") and print managed services vendor that will assist in achieving the following objectives:

- Create and implement an optimization and standardization roadmap for the City's MFDs, printers, faxes, and scanners (output fleet)
- Reduce the City's total cost of ownership in regards to the output fleet throughout the City
- Contractor shall use reasonable commercial efforts to provide excellent customer service to the City.
- Contractor using @remote, will present quarterly "GREEN" reports in a form to be provided by Contractor.
- Evaluate and recommend document flow improvements

2 PROJECT OVERVIEW

The initial requirement of Contractor shall be to replace the existing MFDs located at various City locations which are at end of lease under prior contract.

Contractor shall manage a turnkey MFD program for the City including providing, delivery and installation of MFDs, consultation with City staff, order management, training, maintenance, all consumables (except paper), MFD moves and MFD removal.

3 EQUIPMENT AND SERVICE REQUIREMENTS

3.1 MFD'S

3.1.1 Contractor shall provide leased MFD equipment, models to be finalized in the recommendation stage of assessment and agreed upon by both Parties,

3.1.2 All MFDs will have the ability to scan to desktops, network folder and email, and will have Active Directory integration,

3.1.3 MFDs and Printers will be able to produce clean, acceptable images using a minimum of 30% post consumer waste recycled paper made for image purposes,

3.1.4 Upon request by Customer, Contractor will provide DataOverwriteSecurity System (DOSS), a Contractor product designed to overwrite the sector of the hard drive used for data processing after the completion of each job to prevent recovery.

3.1.5 MFDs will be able to use both PCL and postscript drivers and be capable to default to black and white and duplex printing for cost efficiencies. Universal print drivers are set up and maintained by the Information Technology Department,

3.1.6 MFDs will be capable of reporting potential issues, trigger re-ordering of supplies etc., via network connection, and Contractor will provide proactive service based on this information as part of this Agreement through @Remote services,

3.1.7 On-line program management and reporting for the City is requested for fleet specific and overview information, supplies ordering, usage, up-time, invoicing, etc,

3.1.8 Contractor will provide user codes feature to account for prints/ copies on MFDs to operating departments. MFDs are required, unless specifically waived, to be capable of holding up to 100 users, employing a five (5) digit print/copy code and an on demand report functionality to coincide with the billing for these print/copies,

3.1.9 All proposed equipment will be "New" and will not have been used since manufacture and shall be current models of current technology in current production. All MFDs will be supported in accordance with the Agreement for a minimum eighty-four (84) months from install.

3.1.10 MFD's will be maintained, configured, and repaired by the Contractor. Contractor will interact with City Information Technology Department to coordinate configurations and protocols,

3.1.11 MFD's will be workflow application capable for an additional product and cost,

3.1.12 The following additional features are available for consideration in this contract:

- Smart Card access control capabilities
- Follow Me Print options
- OCR options
- Mobile print options

3.2 ENVIRONMENTAL SUSTAINABILITY:

During the term of this Agreement and any extension(s) of such term, Contractor agrees that its Products will be compliant with the following environmental specifications:

- Complies with the EPA ENERGY STAR® Program Requirements for imaging equipment (www.energystar.gov), and equipped with reasonable recovery time from ENERGY STAR® power management modes;
- Uses returnable, recyclable or remanufactured toner cartridges;
- Contains materials made with recycled content and is designed for remanufacturing and reuse of parts;
- Does not emit ozone, dust or styrene above EPA ENERGY STAR® Program Requirements.

3.3 CUSTOMER SUPPORT SERVICES:

Most City offices operate Monday through Friday, 7:00 am – 6:00 pm. Certain offices operate twenty-four hours per day, seven days per week. MFDs provided via this Agreement will be placed in various City offices and buildings throughout the City of Santa Clara and will be serviced from 8:00am to 5:00pm. A few locations are two and three-story buildings.

The Contractor will provide ongoing online and telephone support regarding the use of the equipment to City staff. The Contractor will provide contact person(s) names(s) and telephone number(s) for the telephone support, sales support, service support and field service technicians.

3.4 EQUIPMENT UPTIME

Each device provided by the Contractor will perform in accordance with manufacturer's specifications for a minimum quarterly average of 97% calculated based on an eight hour work day over a consecutive three-month period. Preventative and interim maintenance time shall not be included in the minimum nor any downtime not under Contractor's control.

Any device that is consistently below the 97% uptime standard for any three consecutive month periods will be reviewed for replacement. If Contractor determines replacement is required, such replacements will be at no-charge to the City. This performance guarantee shall apply for the term of the Agreement beginning with the delivery/acceptance date of the equipment. In the event of Contractor's failure to meet the 97% uptime standard, the City shall be entitled to a 5% service credit based on the cost per copy charge for that device on that quarter's billing invoice. This service credit shall not be deemed under any circumstances to limit, reduce or otherwise alter the equipment payment obligations of the City under this Agreement, or under any equipment lease or equipment sale agreement between the City and Ricoh Financial Services and/or Contractor, including, but not limited to, any Lease Agreement. In no event shall any credits payable by Contractor exceed the service charges payable by the City under this Agreement. No service credits of any kind will be due or payable in the event that the City is in default of any obligations owing to the Contractor and/or Ricoh Financial Services.

If there are any constant/repetitive problems in the first 30 days, Contractor will automatically replace the MFD. If there is a consistent problem, the following remediation procedure will be followed:

1. If a Contractor unit has 3 services calls in any 30-day period for the same problem:
    a. The Sales Department and the Director of Technology Services are notified, and
    b. A technical specialist is immediately dispatched to the unit to make an assessment and attempt to correct the problem.

2. If there is one more service call within the next 30-day period for the same problem: At Contractor's option, the unit may be replaced with a unit of the same product designation, or Contractor may repair the unit, provided however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product description as the unit it replaces is not available, the replacement unit may be a product of the same or greater capabilities.

3.5 REMEDIAL AND PREVENTIVE MAINTENANCE AND SUPPLIES:
Coverage offered in each instance, will be a full service maintenance contract including all toner, developer, fuser, oil, drums, staples, repair parts, labor and preventative maintenance service. Contractor is not required to provide paper. Contractor will provide manufacturers' notices of discontinuing the production of any model furnished hereunder.

The Contractor will provide preventative and remedial maintenance service during 8:00 A.M. through 5:00 P.M. except on City holidays to keep the equipment in good working order. Unless otherwise noted, cost for service after hours and weekends is $200.00 per hour.

Preventative maintenance will be regularly scheduled and based on the specific needs of the equipment as determined by the manufacturer. On Call remedial maintenance will be performed on an as needed basis as determined by the City and/or determined by MFD diagnostics and "call-home" features.

An adequate inventory of spare parts will be available for repairs necessary to keep the MFDs operating. All maintenance will be performed by fully factory trained technicians. The Contractor will only use OEM replacement parts and authorized supplies in the MFD equipment. The Contractor will be responsible to pickup and recycle of depleted toner cartridges or supply pre-address, prepaid return labels for shipping.

3.6 RESPONSE TIME:
The Maximum Standard Response Time (for a technician on site) allowed will be four (4) hours from the time of any initial call, except as otherwise noted such as pre-arranged on-call service. Service calls shall be completed within forty-eight hours from service call. The Contractor will also provide VIP support services for the City Clerk's office MFD on all Thursday/Fridays preceding a council meeting. Contractor shall have a qualified technician in the immediate area to meet a 1-hour response time from initial call and shall be completed within 4 hours of initial call. Contractor may elect to store appropriate spares for the City Clerk's Office MFD at the City to aid in faster repair time. City shall be responsible for providing Contractor with a list of all Thursday/Friday's that precede a council meeting.

3.7 RESPONSE TIME CREDIT:
In the event of Contractor's failure to respond within a quarterly average response of four (4) hours, the City shall be entitled to receive a service credit. The service credit shall be a one-time 3% credit after hour five on the cost per copy of the device on the quarterly invoice. This service credit shall not be deemed under any circumstances to limit, reduce or otherwise alter the equipment payment obligations of the City under this Agreement, or under any equipment lease or equipment sale agreement between the City and Ricoh Financial Services and/or Contractor, including, but not limited to, any Lease Agreement. In no event shall any credits payable by Contractor exceed the service charges payable by the City under this Agreement. No service credits of any kind will be due or payable in the event that the City is in default of any obligations owing to the Contractor and/or Ricoh Financial Services.

Contractor technology allows for repair testing and maintenance without per-copy charges.

All repair technicians dispatched to repair City MFDs and Maintenance Service will be fully aware of the conditions contained herein. Each qualified technician will also be trained in Customer Service and Customer Relations.

3.8 LOANER:
If during a repair call it is determined that an MFD cannot be repaired in place within 72 hours of the time a repair call is placed, another MFD of like size and features will be supplied at no cost other than the contract service/maintenance per copy charge in effect at the time. City will continue to pay the lease cost on the original device.

3.9 INSTALLATION, INSPECTION, AND ACCEPTANCE:
The Contractor will coordinate the installation phase with City staff. Upon installation, the City shall operate the MFD for thirty (30) days. All functions will work in the City's environment without difficulty or failure. The Contractor will be notified of any and every difficulty or failure. Should the MFD not perform in accordance with the requirements stated in this solicitation document to the satisfaction of City staff, the MFD will be removed at the Contractor's expense and the contract may be terminated. Upon successful performance of the MFD during this thirty-(30) day period, the MFD will be accepted and the contract shall begin.

3.10 RELOCATION:
An MFD may be relocated (after initial installation) two (2) times during the period at no charge to City. Thereafter, if the same MFD is relocated, it will be at the rate specified in the contract. Contractor shall include the fixed price for additional MFD relocations, if the Contractor performs the move. This does not include MFDs replaced or upgraded.

3.11 CONTRACTOR'S REMOVAL AND SURRENDER OF THE EQUIPMENT:
At the end of each Lease Agreement, the City will surrender the Equipment in accordance with Section 14 "Renewal; Return of Product" of the Lease Agreement and all associated Schedules.

3.12 TRAINING
Contractor shall provide training at no cost to the City for the term of the Agreement. Initial same day training shall follow installation. MFD training shall be in accordance with manufacturer's specifications and shall cover the full spectrum of MFD function and features. On completion of the initial training, the Contractor will then schedule to revisit the sites, within 5-7 days of the installation and offer more in-depth training classes. Contractor shall also provide a website with training materials than can be accessed through any web browser. Contractor shall provide ongoing training throughout the term of this Agreement. User manuals shall be provided with each MFD.

4 INVOICING

Contractor shall prepare a consolidated invoice listing for each separate MFD installation listing:

a) Invoice date and number
b) Purchase Order Contract Number
c) Location, Make Model and Serial Number
d) Number of copies invoiced
e) Current and previous reading
f) Date of meter reading.
g) Line item identifying response time service credits.

Invoices shall be submitted to:
City of Santa Clara
Finance/Accounts Payable
1500 Warburton Avenue
Santa Clara, CA 95050

5 CONSUMABLES SUPPLIES

5.1 Contractor will provide all consumables required for proper equipment operation, with the exception of paper.

5.2 Contractor will establish and maintain a customer service operation for consumable supplies, including inventory and procedures for ordering, shipping, invoicing, returns and reconciliations.

5.3 The customer service operation will include a toll free number. Contractor will provide on-line ordering capability with customization for use by the City. Orders will be delivered to the department within 72 hours of being placed.

6 REPORTING AND MANAGEMENT

Quarterly Review Meetings

Contractor and the City will work together to determine the quarterly review plan. Additional Contractor specialists are often included in these meetings to discuss various program areas. The agenda typically includes, but is not limited to, the following topics:

- Reviewing program management reports
- Addressing any program-related issues or questions
- Discussing ideas for ongoing program improvements
- Reviewing Contractor's adherence to SLAs
- Review of current quarterly invoice
- Examining survey result(s), if applicable
- Review of any escalation occurrences, if applicable

Management reports will be generated according to the City's requirements. Program metrics will be tracked through a database tracking tool and data will be captured on the @Remote tool. All reports can be posted for viewing by designated City authenticated users. Contractor will provide customized reports to measure program components, adherence to SLAs and fleet data.

The reporting of the progress during the contractual engagement to the benchmarks and metrics established in the Project Plan. To the extent within Contractor's then current library of performance reports, Contractor will customize the reporting to valuable components the City decides upon. These customized reports, provided either ad hoc or at the monthly/quarterly business reviews will expand on such aspects as:

- Total Spend (Hardware/Meter) & Spend by MFD
- Service call history (By location and in aggregate)
- Total service escalations
- Uptime/Downtime with detail
- Account activities

7 IMPLEMENTATION

Phase I –The Implementation

At the conclusion of the site assessment, Contractor will begin the deployment of the MFDs and associated software. These services include but are not limited to the supply and maintenance programs, 24 x 7 customer support line, and all services listed in this contract. Services critical to the success of the Implementation Plan will be executed, including supply and service call automation, service requests via e-mail and the break-fix/City Help Desk integration.

Phase II – The Support Team

The details in this Phase circle around the activities after implementation and include the Monthly/Quarterly Review Sessions, checks and balances to metrics, and validation of the TCO goals.

8 MAINTENANCE TERMS AND CONDITIONS

8.1 **Maintenance Service.** Contractor agrees to provide to City, during Contractor's normal business hours, the maintenance service necessary to keep the Equipment in, or restore the Equipment to, good working order in accordance with Contractor's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual Equipment, as determined by Contractor, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by the City, Contractor shall have a reasonable time within which to respond. 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 Agreement does not assure uninterrupted operation of the Equipment. If available, maintenance service requested and performed outside Contractor's normal business hours will be charged to the City at Contractor's applicable time and material rates and terms then in effect, unless Contractor and City have a written agreement providing for after-hours maintenance service. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. For purposes of these Maintenance Terms and Conditions, Equipment excludes any software and documentation described on the Order Form and/or incorporated or integrated in the Equipment.

8.2 **Exclusions to Maintenance Service.** Maintenance service provided by Contractor under this Agreement does not include: (a) Repair of damage or increase in service time caused by failure of City to provide continually a suitable installation environment with all facilities prescribed by Contractor, including, but not limited to, the failure to provide, or the failure of, 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 to be limited to fire, flood, water, wind, and lightning; and earthquake; neglect; power transients; abuse or misuse; failure of the City 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 therefore, inspecting altered Equipment, performing services connected with relocation of Equipment or adding or removing accessories, attachments 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) Complete unit replacement or refurbishment of the Equipment; (h) Electrical work external to the Equipment or maintenance of accessories,

attachments, or other devices not furnished by Contractor; (i) Increase in service time caused by City denial of full and free access to the Equipment or denial of departure from City's site. The foregoing excluded items, if performed by Contractor, will be charged to City at Contractor's applicable time and material rates then in effect.

8.3 **Invoicing.** Charges for maintenance service hereunder will consist of a Basic Maintenance Charge, and Meter Charges as stated below in this Agreement. The Basic Maintenance Charge as part of the lease cost may be invoiced in advance. The Meter Charge will be invoiced quarterly in arrears. The Basic Maintenance and Meter Charges for a partial month's service will be prorated on the basis of a thirty (30) day month. Payment is required within the period stated on the invoice.

8.4 **Engineering Changes.** Engineering changes, determined applicable by Contractor, will be controlled and installed by Contractor. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at City's request at Contractor's applicable time and material rates and terms then in effect.

8.5 **Meter Charges.** If applicable, City also shall pay the monthly meter charges listed on the Order Form for each copy made on Equipment subject to this Agreement. The initial quarter following installation will include the first partial month (if applicable) and meter charges for such partial month will be prorated. Meter readings shall be provided on a quarterly basis by City at the request of Contractor.

8.6 **Supplies.** If supplies are included in the service provided under this Agreement, Contractor will supply black toner, ink and developer, unless otherwise stated in this Agreement, to City based upon normal yields. If City's usage of the supplies exceeds the normal yields for the equipment being serviced, Contractor will invoice and City agrees to pay, for the excess supplies at Contractor's current retail prices then in effect.

@Remote Services. Contractor may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @ Remote solution. This may allow for the automation the meter reading and submission process, automatically place low toner alerts, automatically place service calls in the event of a critical device failure and to enable firmware upgrades. The meter count and other information collected by @ Remote ("Data") is sent on the Internet to remote servers some of which may be located outside the U.S. **@Remote cannot and does not collect your document content or user information**. Contractor uses reasonably available technology to maintain the security of the Data; however, you acknowledge that no one can guaranty security of information maintained on computers and on the Internet. Contractor retains full rights to the Data (but not your documents or information), which it or its authorized third parties may use to service your equipment. Contractor may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies you. Contractor may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Contractor and/or its licensors protected by copyright, trade secret and other laws and treaties. Contractor retains full title, ownership and all intellectual property rights in and to @Remote.

8.7 **City Obligations.** City shall provide a proper place for the Equipment in accordance with the environmental specifications of the manufacturer. City shall provide "360 degree" service access to the Equipment subject to City's usual security procedures and shall use the Equipment in accordance with the instructions of the manufacturer.

8.8 **Use of Contractor Recommended Supplies.** Contractor products are designed to provide optimal performance with Contractor recommended supplies, including toner, developer and fuser oil. In the event City uses other than Contractor recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, Contractor may, at its option assess a surcharge or terminate any maintenance obligations. If so terminated, City will be offered service on a time and materials basis at Contractor's then prevailing rates. It is not a condition that City use only Contractor brand supplies.

8.9 **Data Management Services.** Notwithstanding anything to the contrary set forth in this Agreement, the parties acknowledge and agree that Contractor shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products serviced and maintained by Contractor, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, City may engage Contractor to perform Data Management Services at then-prevailing rates. City acknowledges that City is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Contractor does not provide legal advice or represent that the Products and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of City.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RICOH USA, INC.

EXHIBIT B

FEE SCHEDULE

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

Lease pricing for MFDs, Consumable costs (included), Repair & Maintenance costs (included) Actual Print usage costs. Ricoh U.S. Communities Mast Lease Agreement and Product Schedule, Ricoh Order Agreement and Equipment Removal / Buyout Authorization Documents attached here.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed One Million, Four Hundred Thousand dollars ($1,400,000.00), over the term of the Agreement, subject to budget appropriations.

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006

Attention: Vince A. Roma, Vice President, Business Development

Reference: RFP2000000264; Multi-Function Devices and Related Services

Dear Mr. Roma:

Acceptance Agreement

Contract Number: 4400003732

This acceptance agreement signifies a contract award to Ricoh Americas Corporation for Multi-Function Devices and Related Services. The period of the contract shall be from date of award through June 30, 2016, with six (6) one-year renewal periods or any combination thereof.

The contract award shall be in accordance with:

1) This Acceptance Agreement;

2) The Terms and Conditions of RFP2000000264 and all Addenda;

3) The signed Memorandum of Negotiation.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provision Section 20, as negotiated, within 10 days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 11 2013

Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006

Attention: Vince A. Roma, Vice President, Business Development

Reference: RFP2000000264; Multi-Function Devices and Related Services

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Sincerely,

Patricia Innocenti

for Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
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County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATION
RFP2000000264
Multi-Function Devices and Related Services
US Communities (National Award)

The County of Fairfax (hereinafter called the "County") and Ricoh Americas Corporation (hereinafter called the "Contractor") hereby agree to the following in the execution of Contract 4400003732 (hereinafter called the "Contract") for the provision of Multi-Function Devices and Related Services as specified in RFP2000000264. The Contract contains the following items:

a. County's Request for Proposal, RFP2000000264 and all Addenda;
b. Contractor's Technical and Business Proposals as amended by this Memorandum of Negotiation;
c. Contractor's revised Pricing Schedule dated October 5, 2012, (any reference to pricing term(s) being valid other than at minimum the first 365 days of the contract award date, are hereby removed (Ref. email dated February 6, 2013 from Stu Parker of Ricoh));
d. Contractor's response to Clarification Questions dated July 24, 2012;
e. Contractor's response to Clarification Questions dated July 25, 2012;
f. Contractor's response to ecommerce Clarification dated July 27, 2012;
g. Contractor's response to Clarification Questions dated August 10, 2012;
h. Contractor's follow up to Negotiations dated August 30, 2012;
i. Contractor's follow up to Negotiations dated September 20, 2012;
j. Contractor's Negotiation Items Fairfax Final dated February 6, 2013 (proprietary and confidential);
k. Contractor's Clarification Table (USC);
l. RICOH Master Lease Agreement (USC Sample For all PPA's);
m. RICOH Software Financing Agreement (USC Sample);
n. RICOH Master Agreement (Services) (USC Sample)
o. RICOH Service Order (USC Sample);
p. RICOH Sale and Maintenance Agreement (USC Sample);
q. RICOH Professional Services Statement of Work (USC Sample);
r. This Memorandum of Negotiation;
s. County's Purchase Order;
t. Any subsequent amendments to the Contract;

The following provisions were negotiated and are incorporated into the Contract:

1. **Contract Clarification Table.** The Contractor's Clarification Table ("Clarification Table") shall take precedence over any other document in the Contract. Should there be a conflict of terms and conditions not identified in the Contractor's Clarification Table, then the terms and conditions of RFP 2000000264, Addenda, and subsequent mutually agreed upon Contract Amendments shall govern.

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035
Website: www.fairfaxcounty.gov/dpsm
Phone: 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

2. **Termination for Convenience (Ref. RFP2000000264 Exhibit 1, Paragraph 32).** The Contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least thirty (30) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. Payment in full shall be made to the Contractor by the County for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Notwithstanding the foregoing, any termination of the Contract shall not affect any individual agreements the Contractor has in place with individual Participating Public Agencies prior to the effective date of the termination of the Contract.

3. **Pricing and Model Updates.** Ricoh's pricing is based on a discount from the MSRP of a device. When an existing product is being replaced with a new model, the discount established by the original product will be applied to the MSRP of the replacement model.

   If new products are introduced that are not specifically replacing existing devices (i.e. additional products added into a segment) the discount percentages established for those products already in that segment will be applied to the MSRP of the additional product introductions.

   Contractor will provide the County with a revised pricing schedule whenever products are changed or added. Once approved by the County, a Contract Amendment will be issued confirming acceptance of the revised price schedule.

ACCEPTED BY:

Vincent Roma — 2/7/13

VENDOR'S REPRESENTATIVE Vincent Roma — Date
TITLE Vice President

Cathy A. Muse — 2/7/13

Cathy A. Muse, CPPO — Date
County Purchasing Agent

County of Fairfax, Virginia

AMENDMENT

Date: MAY 1 8 2016

AMENDMENT NO. 5

CONTRACT TITLE: Multi-Function Devices and Related Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355	1000011520	4400003732

By mutual agreement, Contract 4400003732 is hereby renewed for three (3) years, effective July 1, 2016 through June 30, 2019.

All other terms and conditions remain the same.

Acceptance:

BY: _____ Vice President - Public Sector
(Signature) (Title)

Tom Brown 5-11-2016
(Printed) (Date)

Patricia Innocenti
Cathy A. Muse, CPPO
for Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Hilde Kjersgard/e
DIT – Afsaneh Tibbs/e
DIT – David Foechterle/e
FCPS – Jean Welsh/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome-Tomlin
FCPS – Kim Dickinson/e
FCPS – Jim Wise/e

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, **TTY:** 1-800- 828-1140, **Fax:** (703) 324-3228

County of Fairfax, Virginia

AMENDMENT

Date: AUG 1 2 2015

AMENDMENT NO. 4

CONTRACT TITLE: Multi-Function Devices and Related Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Ricoh Americas Corporation 5 Dedrick Place West Caldwell, NJ 07006	1000011520	4400003732

By mutual agreement, Contract 4400003732 is hereby amended by deleting the document entitled "RICOH Master Lease Agreement (USC Sample For all PPA's)", attached as item (I) to the Memorandum of Negotiation of the Acceptance Agreement dated February 11, 2013, and replacing it with a new item (I), a copy of which is attached hereto..

All other prices, terms and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tonya Mills/e
DIT – Ron Shoram/e
DIT – David Foechterle/e
FCPS – Jean Welsh/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome-Tomlin
FCPS – Kim Dickinson/e
FCPS – Jim Wise/e

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
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Phone (703) 324-3201, **TTY:** 1-800- 828-1140, **Fax:** (703) 324-3228

County of Fairfax, Virginia

AMENDMENT

Date: APR 15 2014

AMENDMENT NO. 3

CONTRACT TITLE: Multi-Function Devices and Related Services

CONTRACTOR	VENDOR CODE	CONTRACT NO.
Ricoh Americas Corporation 5 Dedrick Place West Caldwell, NJ 07006	1000011520	4400003732

By mutual agreement, Contract 4400003732 is hereby amended to incorporate Ricoh's pricing schedule titled "U.S. Communities 2013 Purchase / Lease / Full Maintenance", Ricoh Master Pricing Agreement April 2014, and the Ricoh subcontractor list titled "Subcontractor form – 2012 Fairfax RFP updated 2.1.2014, the documents may be found at http://www.uscommunities.org/.

All other prices, terms and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Hilde Kjersgard/e
DIT – Afsaneh Tibbs/e
DIT – David Foechterle/e
FCPS – Jean Welsh/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome-Tomlin
FCPS – Kim Dickinson/e
FCPS – Jim Wise/e

Department of Purchasing & Supply Management
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County of Fairfax, Virginia

AMENDMENT

Date: NOV 25 2013

AMENDMENT NO. 2

CONTRACT TITLE: Multi-Function Devices and Related Services

CONTRACTOR	VENDOR CODE	CONTRACT NO.
Ricoh Americas Corporation 5 Dedrick Place West Caldwell, NJ 07006	1000011520	4400003732

By mutual agreement, Contract 4400003732 is hereby amended to incorporate the attached pricing schedule titled "U.S. Communities 2013 Purchase / Lease / Full maintenance Schedule B".

All other prices, terms and conditions remain the same.

Steve Pierson, CPPB, VCO
Contracts Manager

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Hilde Kjersgard/e
DIT – Afsaneh Tibbs/e
DIT – David Foechterle/e
FCPS – Jean Welsh/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome-Tomlin
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County of Fairfax, Virginia

AMENDMENT

Date: SEP 18 2013

AMENDMENT NO. 1

CONTRACT TITLE: Multi-Function Devices and Related Services

CONTRACTOR	VENDOR CODE	CONTRACT NO.
Ricoh Americas Corporation 5 Dedrick Place West Caldwell, NJ 07006	1000011520	4400003732

By mutual agreement, Contract 4400003732 is hereby amended to incorporate the attached pricing schedule titled "U.S. Communities #4400003732 Contract Changes", which replaces select Ricoh models, allows for the addition of select Ricoh products, and lowers the pricing for other select Ricoh machines.

All other prices, terms and conditions remain the same.

Steve Pierson, CPPB, VCO
Contracts Manager

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Hilde Kjersgard/e
DIT – Afsaneh Tibbs/e
DIT – David Foechterle/e
FCPS – Jean Welsh/e

Contractor
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RICOH

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

U.S. Communities Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

Full Legal Name CITY OF SANTA CLARA				
Address 1500 WARBURTON AVE				
City SANTA CLARA	State CA	Zip 95050-3796	Contact Vonna Gissler	Telephone Number (408)615-5537
Federal Tax ID Number 94-6000426 *(Do Not Insert Social Security Number)*	Facsimile Number 408-241-3479		E-mail Address vgissler@santaclaraca.gov	

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

1. Agreement. This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. Schedules; Delivery and Acceptance. This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. Term; Payments.

(a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay $25.00 for each check returned for insufficient funds or for any other reason.

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

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

(d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in

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the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.

5. Taxes and Fees. To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.

6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.

8. Liability and Insurance. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.

11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any

Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

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

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

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE

MANUFACTURER OF THE PRODUCT).TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

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

CITY OF SANTA CLARA	**Accepted by: RICOH USA, INC.**
By: X _____ *Authorized Signer Signature*	By: _____ *Authorized Signer Signature*
Printed Name: RAJEEV BATRA	Printed Name: TOM GROSS
Title: City Manager Date: _____	Title: VP MANAGING DIRECTOR Date: 8/31/17

CITY OF SANTA CLARA
By: X _____ *Authorized Signer Signature* for
Printed Name: BRIAN DOYLE
Title: Interim City Attorney Date: _____

CITY OF SANTA CLARA
By: X _____ *Authorized Signer Signature*
Printed Name: ROD DIRIDON, JR.
Title: City Clerk Date: _____

RICOH

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

U.S. Communities Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

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

CUSTOMER INFORMATION

CITY OF SANTA CLARA				Vonna Gissler			
Customer (Bill To) 1500 WARBURTON AVE				Billing Contact Name 1500 WARBURTON AVE			
Product Location Address SANTA CLARA		CA	95050-3796	Billing Address *(if different from location address)* SANTA CLARA		CA	95050-3796
City	County	State	Zip	City	County	State	Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
(408)615-5537	408-241-3479	vgissler@santaclaraca.gov

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MP2555SP (SPDF) BRANDING SET
1	RICOH MP7503SP BRANDING SET
1	RICOH MPC6004EX BRANDING SET
1	RICOH MPC407 BRANDING SET
1	RICOH MPC407 BRANDING SET
1	RICOH MPC2504EX BRANDING SET
1	RICOH MPC2504EX BRANDING SET

Qty	Product Description: Make & Model
1	RICOH MPC2504EX BRANDING SET
1	RICOH MPC2504EX BRANDING SET
1	RICOH MPC4504EX BRANDING SET
1	RICOH MPC4504EX BRANDING SET
1	RICOH MPC4504EX BRANDING SET
1	RICOH MPC4504EX BRANDING SET
1	RICOH MPC6004EX BRANDING SET

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency	Advance Payment
60	$14,719.00	☑ Monthly ☐ Quarterly ☐ Other: _____	☐ 1st Payment ☐ 1st & Last Payment ☐ 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: 5)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

3. Additional Provisions (if any) are: _____

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

CUSTOMER	Accepted by: RICOH USA, INC.
By: X Vonna S Gissler *Authorized Signer Signature*	By: _____ *Authorized Signer Signature*
Printed Name: Vonna Gissler	Printed Name: TOM GROSS
Title: Mngt Analyst Date: 8/30/17	Title: VP MANAGING DIRECTOR Date: 8/31/17

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RICOH

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

Additional Equipment/Product and/or Multiple Location Addendum

This ADDITIONAL EQUIPMENT/PRODUCT and/or MULTIPLE LOCATION ADDENDUM (this "Addendum"), dated as of the 31 day of July, 2017, is to that certain agreement/product schedule no. 9999999 - _____ (the "Agreement"), between Ricoh USA, Inc. ("we" or us") and CITY OF SANTA CLARA as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

EQUIPMENT/PRODUCT DESCRIPTION & LOCATION

Qty	Description: Make& Model	Street Address/City/State/Zip *(complete only if address is different from Equipment Product Location Address on Agreement)*		
1	RICOH MPC6503 BRANDING SET	1500 WARBURTON AVE		
		SANTA CLARA	CA	95050-3796
1	RICOH MPC6503 BRANDING SET	1500 WARBURTON AVE		
		SANTA CLARA	CA	95050-3796
1	RICOH MPC4504EX BRANDING SET	1177 ALVISO ST		
		SANTA CLARA	CA	95050-4837
1	RICOH MP3555SP (SPDF) BRANDING SET	1303 FREMONT ST PARKS REC SENIOR CTR		
		SANTA CLARA	CA	95050-4734
1	RICOH MPC6503 BRANDING SET	1303 FREMONT ST PARKS REC SENIOR CTR		
		SANTA CLARA	CA	95050-4734
1	RICOH MPC2504EX BRANDING SET	1405 CIVIC CENTER DR STE 201 IT ADMIN		
		SANTA CLARA	CA	95050
1	RICOH MPC2504EX BRANDING SET	1405 CIVIC CENTER DR STE 201 IT ADMIN		
		SANTA CLARA	CA	95050
1	RICOH MPC2504EX BRANDING SET	1405 CIVIC CENTER DR STE 211		
		SANTA CLARA	CA	95050-4622
1	RICOH MPC4504EX BRANDING SET	1500 WARBURTON AVE CITY ATTORNEY		
		SANTA CLARA	CA	95050-3796
1	RICOH MPC3504EX BRANDING SET	1500 WARBURTON AVE FINANCE DEPARTMENT		
		SANTA CLARA	CA	95050-3796
1	RICOH MPC6503 BRANDING SET	1500 WARBURTON AVE FINANCE DEPARTMENT		
		SANTA CLARA	CA	95050-3796
1	RICOH MPC3504EX BRANDING SET	1500 WARBURTON AVE PLANNING		
		SANTA CLARA	CA	95050-3796
1	RICOH MPC6503 BRANDING SET	1500 WARBURTON AVE PLANNING		
		SANTA CLARA	CA	95050-3796
1	RICOH MPC6503 BRANDING SET	1500 WARBURTON AVE WATER SEWER		
		SANTA CLARA	CA	95050-3796
1	RICOH MPC2504EX BRANDING SET	1675 LINCOLN ST FIRE COURT HOUSE		
		SANTA CLARA	CA	95050
1	RICOH MPC6004EX BRANDING SET	1675 LINCOLN ST FIRE COURT HOUSE		
		SANTA CLARA	CA	95050

2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

x Vonna L Gissler 8/30/17
Authorized Signature Date

Vonna Gissler, Mngt Analyst
Print Authorized Signer Name Title

Ricoh USA, Inc.

8/31/17
Authorized Signature Date

TOM GROSS VP MANAGING DIRECTOR
Print Authorized Signer Name Title

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RICOH

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

Additional Equipment/Product and/or Multiple Location Addendum

This ADDITIONAL EQUIPMENT/PRODUCT and/or MULTIPLE LOCATION ADDENDUM (this "Addendum"), dated as of the 31 day of July, 2017, is to that certain agreement/product schedule no. 9999999 - _____ (the "Agreement"), between Ricoh USA, Inc. ("we" or us") and CITY OF SANTA CLARA as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

EQUIPMENT/PRODUCT DESCRIPTION & LOCATION

Qty	Description: Make& Model	Street Address/City/State/Zip *(complete only if address is different from Equipment/Product Location Address on Agreement)*		
1	RICOH MPC2504EX BRANDING SET	1675 LINCOLN ST PUBLIC WORKS COURT HOUSE		
		SANTA CLARA	CA	95050-4653
1	RICOH MP305SPF BRANDING SET	1700 WALSH AVE		
		SANTA CLARA	CA	95050-2556
1	RICOH MP2555SP (SPDF) BRANDING SET	1700 WALSH AVE		
		SANTA CLARA	CA	95050-2556
1	RICOH MPC4504EX BRANDING SET	1700 WALSH AVE		
		SANTA CLARA	CA	95050-2556
1	RICOH MPC2504EX BRANDING SET	1705 MARTIN AVE		
		SANTA CLARA	CA	95050-2557
1	RICOH MPC2504EX BRANDING SET	1705 MARTIN AVE		
		SANTA CLARA	CA	95050-2557
1	RICOH MPC2504EX BRANDING SET	1705 MARTIN AVE		
		SANTA CLARA	CA	95050-2557
1	RICOH MPC2504EX BRANDING SET	1705 MARTIN AVE		
		SANTA CLARA	CA	95050-2557
1	RICOH MPC2504EX BRANDING SET	1705 MARTIN AVE		
		SANTA CLARA	CA	95050-2557
1	RICOH MPC2504EX BRANDING SET	1705 MARTIN AVE		
		SANTA CLARA	CA	95050-2557
1	RICOH MPC4504EX BRANDING SET	1705 MARTIN AVE		
		SANTA CLARA	CA	95050-2557
1	RICOH MPC4504EX BRANDING SET	1705 MARTIN AVE		
		SANTA CLARA	CA	95050-2557
1	RICOH MPC2504EX BRANDING SET	1900 WALSH AVE 2ND FL FIRE TRAINING		
		SANTA CLARA	CA	95050
1	RICOH MP305SPF BRANDING SET	1900 WALSH AVE FIRE TRAINING CENTER		
		SANTA CLARA	CA	95050-2506
1	RICOH MPC3504EX BRANDING SET	1900 WALSH AVE FIRE TRAINING CENTER		
		SANTA CLARA	CA	95050-2506

2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

x Vonna L Gissler 8/30/17
Authorized Signature Date

Vonna Gissler, Mngt Analyst
Print Authorized Signer Name Title

Ricoh USA, Inc.

8/31/17
Authorized Signature Date

TOM GROSS VP MANAGING DIRECTOR
Print Authorized Signer Name Title

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RICOH

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

Additional Equipment/Product and/or Multiple Location Addendum

This ADDITIONAL EQUIPMENT/PRODUCT and/or MULTIPLE LOCATION ADDENDUM (this "Addendum"), dated as of the 31 day of July, 2017, is to that certain agreement/product schedule no. 9999999 - _____ (the "Agreement"), between Ricoh USA, Inc. ("we" or us") and CITY OF SANTA CLARA as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

EQUIPMENT/PRODUCT DESCRIPTION & LOCATION

Qty	Description: Make& Model	Street Address/City/State/Zip *(complete only if address is different from Equipment/Product Location Address on Agreement)*		
1	RICOH MP305SPF BRANDING SET	1912 BOWERS AVE		
		SANTA CLARA	CA	95051-1826
1	RICOH MP305SPF BRANDING SET	2323 PRUNERIDGE AVE		
		SANTA CLARA	CA	95050-6432
1	RICOH MP305SPF BRANDING SET	2400 AGNEW RD		
		SANTA CLARA	CA	95054-1202
1	RICOH MPC2504EX BRANDING SET	2446 CABRILLO AVE		
		SANTA CLARA	CA	95051-1880
1	RICOH MPC2504EX BRANDING SET	2450 CABRILLO AVE		
		SANTA CLARA	CA	95051-1880
1	RICOH MP305SPF BRANDING SET	2600 BENTON ST SVC CTR ADMIN		
		SANTA CLARA	CA	95051
1	RICOH MPC2504EX BRANDING SET	2600 BENTON ST SVC CTR ADMIN		
		SANTA CLARA	CA	95051
1	RICOH MPC407 BRANDING SET	2635 HOMESTEAD RD FL 2 LIBRARY CENTRAL PARK		
		SANTA CLARA	CA	95051-5322
1	RICOH MPC4504EX BRANDING SET	2635 HOMESTEAD RD FL 2 LIBRARY CENTRAL PARK		
		SANTA CLARA	CA	95051-5322
1	RICOH MPC3504EX BRANDING SET	2635 HOMESTEAD RD LIBRARY CENTRAL PARK		
		SANTA CLARA	CA	95051-5322
1	RICOH MPC4504EX BRANDING SET	2635 HOMESTEAD RD LIBRARY CENTRAL PARK		
		SANTA CLARA	CA	95051-5322
1	RICOH MP305SPF BRANDING SET	2821 HOMESTEAD RD		
		SANTA CLARA	CA	95051-5223
1	RICOH MPC407 BRANDING SET	2975 LAFAYETTE ST		
		SANTA CLARA	CA	95054-3420
1	RICOH MPC407 BRANDING SET	2975 LAFAYETTE ST		
		SANTA CLARA	CA	95054-3420
1	RICOH MP305SPF BRANDING SET	3011 CORVIN DR		
		SANTA CLARA	CA	95051-0724
1	RICOH MP305SPF BRANDING SET	3495 BENTON ST		
		SANTA CLARA	CA	95051-4409

2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

x _____ 8/30/17
Authorized Signature Date

Vonna Gissler, Mngt Analyst
Print Authorized Signer Name Title

Ricoh USA, Inc.

_____ 8/31/17
Authorized Signature Date

TOM GROSS VP MARKETING DIRECTOR
Print Authorized Signer Name Title

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RICOH

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

Additional Equipment/Product and/or Multiple Location Addendum

This ADDITIONAL EQUIPMENT/PRODUCT and/or MULTIPLE LOCATION ADDENDUM (this "Addendum"), dated as of the 31 day of July, 2017, is to that certain agreement/product schedule no. 9999999 - _____ (the "Agreement"), between Ricoh USA, Inc. ("we" or us") and CITY OF SANTA CLARA as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

EQUIPMENT/PRODUCT DESCRIPTION & LOCATION

Qty	Description: Make& Model	Street Address/City/State/Zip *(complete only if address is different from Equipment/Product Location Address on Agreement)*		
1	RICOH MP2555SP (SPDF) BRANDING SET	3992 RIVERMARK PKWY POLICE SUBSTN		
		SANTA CLARA	CA	95054
1	RICOH MPC407 BRANDING SET	420 N WINCHESTER BLVD PARK REC CEMETARY		
		SANTA CLARA	CA	95050-6325
1	RICOH MPC407 BRANDING SET	4900 MARIE P DEBARTOLO WAY		
		SANTA CLARA	CA	95054-1100
1	RICOH MP305SPF BRANDING SET	5111 STARS AND STRIPES DR		
		SANTA CLARA	CA	95054-1018
1	RICOH MPC407 BRANDING SET	524 ROBERT AVE SVP COGENT POWER STN		
		SANTA CLARA	CA	95050
1	RICOH MPC3504EX BRANDING SET	601 EL CAMINO REAL 1ST FL DISPATCH POLICE		
		SANTA CLARA	CA	95050
1	RICOH MPC2504EX BRANDING SET	601 EL CAMINO REAL 2ND FL POLICE		
		SANTA CLARA	CA	95050
1	RICOH MPC2504EX BRANDING SET	601 EL CAMINO REAL 2ND FL POLICE		
		SANTA CLARA	CA	95050
1	RICOH MPC2504EX BRANDING SET	601 EL CAMINO REAL 2ND FL POLICE		
		SANTA CLARA	CA	95050
1	RICOH MP305SPF BRANDING SET	601 EL CAMINO REAL 3RD FL POLICE		
		SANTA CLARA	CA	95050
1	RICOH MPC4504EX BRANDING SET	601 EL CAMINO REAL 3RD FL POLICE		
		SANTA CLARA	CA	95050
1	RICOH MPC4504EX BRANDING SET	601 EL CAMINO REAL 3RD FL POLICE		
		SANTA CLARA	CA	95050
1	RICOH MP305SPF BRANDING SET	601 EL CAMINO REAL FL 1 POLICE		
		SANTA CLARA	CA	95050-4307
1	RICOH MP2555SP (SPDF) BRANDING SET	601 EL CAMINO REAL FL 1 POLICE		
		SANTA CLARA	CA	95050-4307
1	RICOH MPC407 BRANDING SET	601 EL CAMINO REAL FL 1 POLICE		
		SANTA CLARA	CA	95050-4307
1	RICOH MPC2504EX BRANDING SET	601 EL CAMINO REAL FL 1 POLICE		
		SANTA CLARA	CA	95050-4307

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CUSTOMER

x _____ 8/30/17
Authorized Signature Date

Vonna Gissler, Mngt Analyst
Print Authorized Signer Name Title

Ricoh USA, Inc.

_____ 8/31/17
Authorized Signature Date

TOM GROSS VP MANAGING DIRECTOR
Print Authorized Signer Name Title

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RICOH

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

Additional Equipment/Product and/or Multiple Location Addendum

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The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

EQUIPMENT/PRODUCT DESCRIPTION & LOCATION

Qty	Description: Make& Model	Street Address/City/State/Zip *(complete only if address is different from Equipment/Product Location Address on Agreement)*		
1	RICOH MPC4504EX BRANDING SET	601 EL CAMINO REAL FL 1 POLICE		
		SANTA CLARA	CA	95050-4307
1	RICOH MP5055SP BRANDING SET	601 EL CAMINO REAL FL 1 POLICE RECORDS		
		SANTA CLARA	CA	95050-4307
1	RICOH MPC6503 BRANDING SET	601 EL CAMINO REAL FL 1 POLICE RECORDS		
		SANTA CLARA	CA	95050-4307
1	RICOH MP305SPF BRANDING SET	601 El CAMINO REAL		
		SANTA CLARA	CA	95050
1	RICOH MPC2504EX BRANDING SET	695 MORELAND WAY		
		SANTA CLARA	CA	95054-5134
1	RICOH MP305SPF BRANDING SET	777 BENTON ST FIRE		
		SANTA CLARA	CA	95050-4926
1	RICOH MPC3504EX BRANDING SET	777 BENTON ST FIRE		
		SANTA CLARA	CA	95050-4926
1	RICOH MPC4504EX BRANDING SET	850 DUANE AVE		
		SANTA CLARA	CA	95054-3410
1	RICOH MPC6503 BRANDING SET	881 MARTIN AVE		
		SANTA CLARA	CA	95050-2903
1	RICOH MPC2504EX BRANDING SET	881 MARTIN AVE		
		SANTA CLARA	CA	95050-2903
1	RICOH MPC4504EX BRANDING SET	881 MARTIN AVE		
		SANTA CLARA	CA	95050-2903
1	RICOH MPC4504EX BRANDING SET	881 MARTIN AVE		
		SANTA CLARA	CA	95050-2903
1	RICOH MPC4504EX BRANDING SET	881 MARTIN AVE		
		SANTA CLARA	CA	95050-2903
1	RICOH MP305SPF BRANDING SET	888 AGNEW RD		
		SANTA CLARA	CA	95054-1787
1	RICOH MPC4504EX BRANDING SET	969 KIELY BLVD		
		SANTA CLARA	CA	95051-5002
1	RICOH MP3555SP (SPDF) BRANDING SET	969 KIELY BLVD		
		SANTA CLARA	CA	95051-5002

2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

x _____ 8/30/17
Authorized Signature Date

Vonna Gissler, Mngt Analyst
Print Authorized Signer Name Title

Ricoh USA, Inc.

_____ 8/31/17
Authorized Signature Date

TOM GROSS VP MANAGING DIRECTOR
Print Authorized Signer Name Title

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RICOH

ORDER AGREEMENT

Sale Type :LEASE

Master Maintenance and Sale Agreement Date:	NEW	Sale Type :	LEASE

BILL TO INFORMATION

Customer Legal Name: CITY OF SANTA CLARA

Address Line 1:	1500 WARBURTON AVE	**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City:	SANTA CLARA	**E-mail:**	vgissler@santaclaraca.gov
ST / Zip:	CA/95050-3796 **County:** SANTA CLARA	**Fax:**	408-241-3479

ADDITIONAL ORDER INFORMATION

Check All That Apply:

☐ Sales Tax Exempt (Attach Valid Exemption Certificate) ☑ Fixed Service Charge ☐ Add to Existing Service Contract # _____

☐ PO Included PO#_____ ☑ PS Service (Subject to and governed by separate Statement of Work)

☐ Syndication ☐ IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including by not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.).

SERVICE INFORMATION

Service Term *(Months)*	Base Billing Frequency	Overage Billing Frequency
60 Months	MONTHLY	QUARTERLY

SHIP TO INFORMATION

Customer Name: CITY OF SANTA CLARA

Address Line 1:	2600 BENTON ST SVC CTR ADMIN	**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City:	SANTA CLARA	**E-mail:**	vgissler@santaclaraca.gov
ST / Zip:	CA/95051 **County:** SANTA CLARA	**Fax:**	408-241-3479

PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance *(Per Base Billing Frequency)*	B/W Ovg	Color Allowance *(Per Base Billing Frequency)*	Color Ovg	Service Base *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

RICOH

BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1500 WARBURTON AVE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-3796	**County:** SANTA CLARA	**Fax:**	408-241-3479

PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance *(Per Base Billing Frequency)*	B/W Ovg	Color Allowance *(Per Base Billing Frequency)*	Color Ovg	Service Base *(Per Base Billing Frequency)*
RICOH MP2555SP (SPDF) BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	
RICOH MP7503SP BRANDING SET	1	Gold	N/A	$0.0054	N/A	N/A	
RICOH MPC6004EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC407 BRANDING SET	1	Silver	N/A	$0.0055	N/A	$0.0480	
RICOH MPC407 BRANDING SET	1	Silver	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC6004EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC6503 BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0430	
RICOH MPC6503 BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0430	

RICOH

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
[OOD]SHARESCAN V5 ENTERPRISE 50+ UNITS 1 YR M&S	95
[OOD]SHARESCAN V5 ENTERPRISE 50+ 1 YR M&S RENEWAL	348
[OOD]CRANEL EO5/EE5 EMBEDDED DEVICE 100 WITH 5 YR SUPPORT INC5YR	1
[SOW]PS INSTALLATION NUANCE ECOPY	40
[SOW]PS/DOC SVC/NAT SOL PMO SERVICE	120
TAS END USER TRAINING 125	60
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG 5	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1:	1303 FREMONT ST	**Contact:**	Gissler,Vonna
Address Line 2:	PARKS REC SENIOR CTR	**Phone:**	(408)615-5537
City:	SANTA CLARA	**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-4734	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP3555SP (SPDF) BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	
RICOH MPC6503 BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0430	

RICOH

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 3	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1:	601 EL CAMINO REAL FL 1	**Contact:**	Gissler,Vonna
Address Line 2:	POLICE RECORDS	**Phone:**	(408)615-5537
City:	SANTA CLARA	**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-4307	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP5055SP BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	
RICOH MPC6503 BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0430	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG4	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1:	2635 HOMESTEAD RD FL 2	**Contact:**	Gissler,Vonna
Address Line 2:	LIBRARY CENTRAL PARK	**Phone:**	(408)615-5537
City:	SANTA CLARA	**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95051-5322	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC407 BRANDING SET	1	Silver	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

RICOH

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1405 CIVIC CENTER DR STE 201 IT ADMIN		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1500 WARBURTON AVE		**Contact:**	Gissler,Vonna
Address Line 2: PLANNING		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-3796	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC3504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC6503 BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0430	

RICOH

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1500 WARBURTON AVE		**Contact:**	Gissler,Vonna
Address Line 2: CITY ATTORNEY		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-3796	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 969 KIELY BLVD		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95051-5002	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MP3555SP (SPDF) BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

RICOH

BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN CONNECT - SEG 3	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 881 MARTIN AVE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-2903	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance *(Per Base Billing Frequency)*	B/W Ovg	Color Allowance *(Per Base Billing Frequency)*	Color Ovg	Service Base *(Per Base Billing Frequency)*
RICOH MPC6503 BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0430	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 2975 LAFAYETTE ST		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95054-3420	**County:** SANTA CLARA	**Fax:**	

RICOH

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC407 BRANDING SET	1	Silver	N/A	$0.0055	N/A	$0.0480	
RICOH MPC407 BRANDING SET	1	Silver	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN CONNECT - SEG BC3	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 601 EL CAMINO REAL POLICE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 601 EL CAMINO REAL FL 1		**Contact:**	Gissler,Vonna
Address Line 2: POLICE		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-4307	**County:** SANTA CLARA	**Fax:**	

RICOH

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	
RICOH MP2555SP (SPDF) BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	
RICOH MPC407 BRANDING SET	1	Silver	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 601 EL CAMINO REAL 3RD FL POLICE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

RICOH

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1700 WALSH AVE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-2556	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	
RICOH MP2555SP (SPDF) BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 777 BENTON ST		**Contact:**	Gissler,Vonna
Address Line 2: FIRE		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-4926	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

RICOH

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC3504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG BC3	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 5111 STARS AND STRIPES DR		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95054-1018	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1900 WALSH AVE		**Contact:**	Gissler,Vonna
Address Line 2: FIRE TRAINING CENTER		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-2506	**County:** SANTA CLARA	**Fax:**	

RICOH

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	
RICOH MPC3504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1
TS NETWORK & SCAN CONNECT - SEG BC3	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 2821 HOMESTEAD RD		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95051-5223	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 2323 PRUNERIDGE AVE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-6432	**County:** SANTA CLARA	**Fax:**	

RICOH

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1912 BOWERS AVE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95051-1826	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 888 AGNEW RD		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95054-1787	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

RICOH

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 3495 BENTON ST		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95051-4409	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 3992 RIVERMARK PKWY POLICE SUBSTN		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95054	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP2555SP (SPDF) BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 420 N WINCHESTER BLVD		**Contact:**	Gissler,Vonna
Address Line 2: PARK REC CEMETARY		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-6325	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC407 BRANDING SET	1	Silver	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC3	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 4900 MARIE P DEBARTOLO WAY		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95054-1100	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC407 BRANDING SET	1	Silver	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC3	1

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 524 ROBERT AVE SVP COGENT POWER STN		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC407 BRANDING SET	1	Silver	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC3	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1675 LINCOLN ST		**Contact:**	Gissler,Vonna
Address Line 2: PUBLIC WORKS COURT HOUSE		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-4653	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC2	1

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1705 MARTIN AVE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-2557	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance *(Per Base Billing Frequency)*	B/W Ovg	Color Allowance *(Per Base Billing Frequency)*	Color Ovg	Service Base *(Per Base Billing Frequency)*
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1675 LINCOLN ST FIRE COURT HOUSE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC6004EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1900 WALSH AVE 2ND FL FIRE TRAINING		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC2	1

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1405 CIVIC CENTER DR STE 211		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-4622	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 695 MORELAND WAY		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95054-5134	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC2	1

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 2446 CABRILLO AVE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95051-1880	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 2450 CABRILLO AVE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95051-1880	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC2	1

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 601 EL CAMINO REAL 2ND FL POLICE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC2504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS NETWORK & SCAN CONNECT - SEG BC2	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1500 WARBURTON AVE		**Contact:**	Gissler,Vonna
Address Line 2: FINANCE DEPARTMENT		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-3796	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC3504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC6503 BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0430	

RICOH

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 2635 HOMESTEAD RD		**Contact:**	Gissler,Vonna
Address Line 2: LIBRARY CENTRAL PARK		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95051-5322	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC3504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC3	1
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 601 EL CAMINO REAL 1ST FL DISPATCH		**Contact:**	Gissler,Vonna
Address Line 2: POLICE		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC3504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

RICOH

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG BC3	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1177 ALVISO ST		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-4837	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 850 DUANE AVE		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95054-3410	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC4504EX BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0480	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN - SEG BC4	1

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 1500 WARBURTON AVE		**Contact:**	Gissler,Vonna
Address Line 2: WATER SEWER		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95050-3796	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC6503 BRANDING SET	1	Gold	N/A	$0.0055	N/A	$0.0430	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN - SEG BC4	1

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 2400 AGNEW RD		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95054-1202	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF SANTA CLARA			
Address Line 1: 3011 CORVIN DR		**Contact:**	Gissler,Vonna
Address Line 2:		**Phone:**	(408)615-5537
City: SANTA CLARA		**E-mail:**	vgissler@santaclaraca.gov
ST / Zip: CA/95051-0724	**County:** SANTA CLARA	**Fax:**	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP305SPF BRANDING SET	1	Gold	N/A	$0.0055	N/A	N/A	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 2	1

ORDER TOTALS		
Service Type Offerings:	**Product Total:**	
Gold: Includes all supplies and staples. Excludes paper.	**BASIC CONNECTIVITY / PS / IT Services:**	
Silver: Includes all supplies. Excludes paper and staples.	**Buyout:**	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	**Grand Total: (Excludes Tax)**	
Additional Provisions:		

Accepted by Customer	***Accepted: Ricoh USA, Inc.***
Authorized Signature: Vonna L Gissler	Authorized Signature:
Printed Name: Vonna Gissler	Printed Name: TOM GROSS
Title: Mngt Analyst	Title: VP MANAGING DIRECTOR
Date: 8/30/2017	Date: 8/31/17

RICOH

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	601 EL CAMINO REAL 3RD FL POLICE			City:	SANTA CLARA
State:	CA	Zip:	95050	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC4503	E175M710018
	MPC4503	E175M410437

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1705 MARTIN AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-2557	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC3300	V1505700070
	MP2851SP	V8215600902
	MPC4501	V9515601790
	MPC2051	V9715600928
	MPC2051	V9715601221
	MPC2051	V9716000635

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	777 BENTON ST			City:	SANTA CLARA
State:	CA	Zip:	95050-4926	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC4503	E175M310253
	MPC3001	V9315600301

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1675 LINCOLN ST FIRE COURT HOUSE			City:	SANTA CLARA
State:	CA	Zip:	95050	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC5501	V9615001617R1
	MPC2051	V9715600010

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1405 CIVIC CENTER DR STE 201 IT ADMI			City:	SANTA CLARA
State:	CA	Zip:	95050	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC2051	V9715301840

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	601 EL CAMINO REAL 1ST FL DISPATCH			City:	SANTA CLARA
State:	CA	Zip:	95050	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MP5001SP	V8015300344R1
	MPC3501	V9415401107R1
	MP2851SP	V8215501580

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1500 WARBURTON AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-3796	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC4501	V9515601124

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	881 MARTIN AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-2903	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MP2851SP	V8215600905
	MPC4501	V9515601073
	MPC4501	V9515601135
	MPC4501	V9515601136
	MPC2051	V9715600333

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1900 WALSH AVE 2ND FL FIRE TRAINING			City:	SANTA CLARA
State:	CA	Zip:	95050	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC2051	V9715600339

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	601 EL CAMINO REAL FL 2			City:	SANTA CLARA
State:	CA	Zip:	95050-4307	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MP4001SP	V7915501202
	MPC3001	V9315601487

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1500 WARBURTON AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-3796	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number



			MPC300SR		S7305900062
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	3992 RIVERMARK PKWY POLICE SUBST			City:	SANTA CLARA
State:	CA	Zip:	95054	Fax/Email:	vgissler@santaclaraca.gov

Make			Model		Serial Number
			MP2851SP		V8214600836
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	420 N WINCHESTER BLVD			City:	SANTA CLARA
State:	CA	Zip:	95050-6325	Fax/Email:	vgissler@santaclaraca.gov

Make			Model		Serial Number
			MPC300SR		S7305900034
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	2635 HOMESTEAD RD			City:	SANTA CLARA
State:	CA	Zip:	95051-5322	Fax/Email:	vgissler@santaclaraca.gov

Make			Model		Serial Number
			MPC5501		V9615801262R1
			MPC4501		V9515601138
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	695 MORELAND WAY			City:	SANTA CLARA
State:	CA	Zip:	95054-5134	Fax/Email:	vgissler@santaclaraca.gov

Make			Model		Serial Number
			MPC2800		V1486000282
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	2446 CABRILLO AVE			City:	SANTA CLARA
State:	CA	Zip:	95051-1880	Fax/Email:	vgissler@santaclaraca.gov

Make			Model		Serial Number
			MPC3001		V9315600682
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1500 WARBURTON AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-3796	Fax/Email:	vgissler@santaclaraca.gov

Make			Model		Serial Number
			MP2851SP		V8215500727
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	2450 CABRILLO AVE			City:	SANTA CLARA
State:	CA	Zip:	95051-1880	Fax/Email:	vgissler@santaclaraca.gov



Make	Model	Serial Number
	MPC3001	V9315601586

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	601 EL CAMINO REAL FL 1			City:	SANTA CLARA
State:	CA	Zip:	95050-4307	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC401SR	G094P400014
	MPC2800	V1405000078
	MPC4501	V9515601105
RICOH	MPC6502SP	E235C600060
	NSI LIC	SW308888

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1500 CIVIC CENTER DR PLANNING HOU			City:	SANTA CLARA
State:	CA	Zip:	95050	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC2051	V9715601222

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1675 LINCOLN ST			City:	SANTA CLARA
State:	CA	Zip:	95050-4653	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC2051	V9715600015

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1500 WARBURTON AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-3796	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC2051	V9715600608

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1405 CIVIC CENTER DR STE 200 IT ADMI			City:	SANTA CLARA
State:	CA	Zip:	95050	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC2051	V9715301846

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1500 WARBURTON AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-3796	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC4503	E174MC10361

			MPC3501		V9415401042R1
			MPC3501		V9415500407R1
			MPC5501		V9615401128R1
			MP5001SP		V8005200170R1
			MP7502SP		W875L700545
			MPC6502SP		E235C600522
			MPC6502SP		E235C600459
			MPC6502SP		E235C600347
			MP4001SP		V7915501206
			MPC4501		V9515601081
			MPC2051		V9715301243
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	601 EL CAMINO REAL POLICE			City:	SANTA CLARA
State:	CA	Zip:	95050	Fax/Email:	vgissler@santaclaraca.gov

Make			Model		Serial Number
			MPC300SR		S7305900059
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	601 EL CAMINO REAL FL 1			City:	SANTA CLARA
State:	CA	Zip:	95050-4307	Fax/Email:	vgissler@santaclaraca.gov

Make			Model		Serial Number
			MPC6502SP		E235C600499
			MPC4501		V9515601122
			MP201SPF		W3018704648
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1990 WALSH AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-2506	Fax/Email:	vgissler@santaclaraca.gov

Make			Model		Serial Number
			MPC3001		V9315201145R1
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1303 FREMONT ST			City:	SANTA CLARA
State:	CA	Zip:	95050-4734	Fax/Email:	vgissler@santaclaraca.gov

Make			Model		Serial Number
			MP5001SP		V8014901233R1
			MPC6502SP		E235C600016
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1500 WARBURTON AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-3796	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC4501	V9515601142

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	969 KIELY BLVD			City:	SANTA CLARA
State:	CA	Zip:	95051-5002	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC5501	V9615001366R1
	MP4001SP	V7915501205

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	2600 BENTON ST SVC CTR ADMIN			City:	SANTA CLARA
State:	CA	Zip:	95051	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC2051	V9715600910
	MP201SPF	W3018702896

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	524 ROBERT AVE SVP COGENT POWER			City:	SANTA CLARA
State:	CA	Zip:	95050	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC300SR	S7306000059

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1500 WARBURTON AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-3796	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	AFMP6001SP	V6914900223

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1700 WALSH AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-2556	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC4503	E175M311180
	MP2851SP	V8215600912
	MP201SPF	W3018704655

Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	2635 HOMESTEAD RD FL 2			City:	SANTA CLARA
State:	CA	Zip:	95051-5322	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number

			MPC4501		V9515601130
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	850 DUANE AVE			City:	SANTA CLARA
State:	CA	Zip:	95054-3410	Fax/Email:	vgissler@santaclaraca.gov

Make			Model		Serial Number
			MPC4501		V9515601121
Customer Name:	CITY OF SANTA CLARA				
Contact Name:	Gissler,Vonna			Phone:	(408)615-5537
Address:	1715 MARTIN AVE			City:	SANTA CLARA
State:	CA	Zip:	95050-2501	Fax/Email:	vgissler@santaclaraca.gov

Make	Model	Serial Number
	MPC2051	V9715600368

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☑**Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

RICOH USA, INC.

Signature: _____

Name TOM GROSS

Title VP MANAGING DIRECTOR

Date 8/31/17

CITY OF SANTA CLARA

Dated: 9/26/2017

_____
BRIAN DOYLE
Interim City Attorney

_____
ROD DIRIDON, JR.
City Clerk

_____
RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RICOH USA, INC.

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara – IT Dept
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RICOH USA, INC.

EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

---

[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

RICOH USA, INC.
An Ohio corporation

PLEASE SEE ATTACHED CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT FORM

By: _____
Signature of Authorized Person or Representative

Name: Tom Gross

Title: Vice President Managing Director

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma.)

On August 31, 2017 before me, John A Russell Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Thomas Henry Gross
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature John A Russell
Signature of Notary Public

JOHN A. RUSSELL
Notary Public - California
Sonoma County
Commission # 2171851
My Comm. Expires Nov 13, 2020

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☒ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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