

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE MANAGED PRINT
SERVICES AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS**

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE MANAGED PRINT SERVICES AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS (this "First Amendment") is made and entered into this 13th of November 2017, by and between Ricoh USA, Inc., an Ohio corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Managed Print Services and Related Products, Services, and Solutions dated July 1, 2015 (the "Contract") pursuant to which the Company agreed to provide Managed Print Services and Related Products, Services, and Solutions for the City of Charlotte through the Charlotte Cooperative Purchasing Alliance.
- B. The parties now desire to amend the Contract to modify invoicing information for a specific device provided for use by the Charlotte Firefighters' Retirement System ("Fire Retirement"/"CFRS") and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. Section 4.2.3 of the Contract ("Invoices") is hereby appended as follows:
 - 4.2.3.4. An invoice for the CFRS for the monthly base fee and any related Impression Charges for the following Device(s):
 - A. Device.
Model: MPC2503
Configured S/N: C83104820
EID: 13625873
 - B. Fees.
Base Rate: \$137.65
B&W CPC = \$0.0258
Color CPC - \$0.0876

All fees to be billed monthly to the CFRS as detailed in Section 4.1 and Appendices A2 and A3.
 - C. Device Ship To Information.
428 E 4th St.
Charlotte, NC 28202

- D. Invoicing.
CFRS shall be invoiced directly for all Fees detailed in 4.2.3.4 B above at the address provided below:

Sandry Thiry
Administrator
Charlotte Firefighters' Retirement System
428 E. 4th St. Suite 205
Charlotte, NC 28202

4. Section 19 of the Contract ("Other Obligations of the Company") is hereby appended as follows:

19.4. *E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.*

19.5. *IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.*

5. Section 32 of the Contract ("Miscellaneous") is hereby appended as follows:

32.18. *PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."*

6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 201600009

Amendment#: 1

Vendor#: 129760

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

RICOH USA, INC.

BY: [Signature]
(signature)
PRINT NAME: Robert Pr. Aff.
TITLE: RVP
DATE: 4/10/2018

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: [Signature]
(signature)
PRINT NAME: Randy Harrington
TITLE: CFO
DATE: 4/28/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: [Signature]
(signature)
PRINT NAME: Christee Gibson
TITLE: Asst Mgr
DATE: 4/28/18

33. Citywide Managed Print Services and Related Products, Services, and Solutions

- Action:**
- A. Approve a unit price contract with Ricoh USA, Inc. for Managed Print Services for an initial term of four years, and**
 - B. Authorize the City Manager to approve one, four-year renewal option with possible price adjustments as authorized by the contract and contingent upon the company's satisfactory performance.**

Staff Resource(s): Marie Harris, Shared Services

Explanation

- The City currently contracts with Ricoh USA, Inc. (Ricoh) to supply and maintain a large fleet of multi-function (print, copy, scan, and fax) machines and print devices, and to run on-site print shop facilities available for use by all City departments.
- The City's existing 260+ devices, installed throughout City facilities, currently average 18 million impressions annually.
- The City additionally prints approximately 3.2 million impressions through the existing print shop facilities within the Charlotte-Mecklenburg Government Center and the Law Enforcement Center.
- Ricoh will conduct a full site assessment of the existing fleet of devices, retire existing devices, and replace them with new devices after contract execution.
- Ricoh will also provide initial and ongoing training to employees, web-submission of print shop jobs, and continued printing of City stationery.
- Services are charged to the City based on a defined cost per impression model, which is inclusive of machines, devices, consumables (toner, paper, and other supplies), maintenance services, print shop services, and other related software, solutions, and services.
- Ricoh's solution provides City departments with access to an extensive array of related services and solutions, with specific unit pricing detailed within the contract pricing schedule.
- The new contract will provide all City departments with enhanced technology offerings including enhanced security, device redundancy, and active directory linkage, more detailed and stringent service and response time requirements, and access to other related print and technology services.
- Estimated expenditures are \$1,500,000 annually, with per impression pricing expected to remain in line with the current pricing structure, pending final negotiations and site assessment.

Selection Process

- On August 15, 2014, the City, on behalf of the Charlotte Cooperative Purchasing Alliance, and in partnership with Mecklenburg County, the Public Library of Charlotte and Mecklenburg County, and the City of Rock Hill, issued a Request for Proposals (RFP) for managed print services and related products, services, and solutions. In response to the RFP, the City received two proposals from interested service providers.
- The Project Team, consisting of staff from Shared Services, Innovation & Technology, and a variety of City Departments, evaluated the proposals and recommends awarding the contract to Ricoh USA, Inc. as the service provider best meeting the City's needs in terms of qualifications, technical solution, experience, and cost effectiveness.

- As the current service provider, Ricoh partners with the City on various environmental purchasing and reporting initiatives related to managed print and alternative options.
 - All City departments will continue to receive a credit of \$0.00397 on each duplex (double-sided) print or copy on their monthly billing statement, equating to approximately \$12,000 in savings annually.
 - Other opportunities for environmental initiatives (i.e. paper content, reduction in color prints, reduction in prints overall, and use of recycled/refurbished content supplies) will be incorporated into the final contract.

Charlotte Business INclusion

No subcontracting goal was established because there are no opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

Funding

Various Departments' Operating Budgets

