Contract#: 2016000009 Amendment#: 1

Vendor#: 129760

### 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 of Movember 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 4<sup>th</sup> St.

Charlotte, NC 28202

Contract#: 2016000009 Amendment#: 1 Vendor#: 129760

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. 4<sup>th</sup> 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#: 2016000009 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.	CITY OF CHARLOTTE:
BY: Jeff Diff. (signature)	BY:
PRINT NAME: Ky Ber F Briff.	PRINT NAME: Fundy Harrington
TITLE:	TITLE: CFO
DATE: 4/10/2018	DATE: 4/20/18
1	CITY OF CHARLOTTE: INSURANCE AND RISK MANAGEMENT
	BY: (signature)
	PRINT NAME: CM ISER GIOSON
	TITLE: SIS MAY
	DATE: 4/26/18



Emily A. Kunze
November 10, 2014

# 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

November 10, 2014 38



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

lf :	SUBROGATION IS WAIVED, subject	to the te	rms and conditions of th	e polic	y, certain po	olicies may ı	require an endorsement	. Ast	atement on
th	s certificate does not confer rights	o the cert	ificate holder in lieu of su	ich end	dorsement(s	).			
PROD	UCER			CONTAC NAME:	СТ				
Will	is of New York, Inc.				o, Ext): 1-877-	-945-7378	FAX (A/C, No):	1-888	-467-2378
c/o	26 Century Blvd						(A/C, NO).		
P.O.	Box 305191			ADDRE	SS: Certific	cates@willi	.s.com		
Nasl	hville, TN 372305191 USA				INSURER(S) AFFORDING COVERAGE				
				INSURE	RA: Sompo	America Ins	urance Company		11126
INSU				INSURE	RB: Tokio 1	Marine Amer	ica Insurance Compan	ıy	10945
	h Americas Holdings, Inc. h USA, Inc.			INSURE	RC: Safety	National C	asualty Corporation		15105
	alley Stream Parkway			INSURE					
	ern, PA 19355								
			1	INSURE	KE:				
				INSURE	RF:				
COV	'ERAGES CER	TIFICATE	NUMBER: W5730704				REVISION NUMBER:		
INI CE	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000

INSR LTR	TYPE OF INSURANCE	ADDL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s							
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000						
	CLAIMS-MADE X OCCUR	-	GDL40033H0	•	06/01/2017	06/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000						
A							MED EXP (Any one person)	\$	15,000						
				GDL40033H0			PERSONAL & ADV INJURY	\$	1,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000						
	POLICY PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000							
	OTHER:							\$							
	AUTOMOBILE LIABILITY				T		COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000						
	X ANY AUTO							BODILY INJURY (Per person)	\$						
A	OWNED SCHEDULED AUTOS					ADV40018S0	06/01/2017	06/01/2018	/	\$					
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$						
								\$							
В	X UMBRELLA LIAB X OCCUR									EACH OCCURRENCE	\$	5,000,000			
	EXCESS LIAB CLAIMS-MADE			CU6402167-09	06/01/2017	06/01/2018	AGGREGATE	\$	5,000,000						
	DED X RETENTION \$ 10,000							\$							
	WORKERS COMPENSATION	- I I	NI / A	N/A	N/A	-							X PER OTH- STATUTE ER		
С	ANYPROPRIETOR/PARTNER/EXECUTIVE					Y	TD04054740	04/01/0010	04/01/2019	E.L. EACH ACCIDENT	\$	2,000,000			
	(Mandatory in NH)		A -	LDC4054740	04/01/2018	04/01/2019	E.L. DISEASE - EA EMPLOYEE	\$	2,000,000						
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	2,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Waiver of Subrogation applies to Workers Compensation, where required by written contract and as permitted by law.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
flbley

© 1988-2015 ACORD CORPORATION. All rights reserved.