

### 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/01/2023

**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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sompo America Insurance Company</td> <td>11126</td> </tr> <tr> <td>INSURER B: Tokio Marine America Insurance Company</td> <td>10945</td> </tr> <tr> <td>INSURER C: Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sompo America Insurance Company	11126	INSURER B: Tokio Marine America Insurance Company	10945	INSURER C: Safety National Casualty Corporation	15105	INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> Ricoh Americas Holdings, Inc. Ricoh USA, Inc. 300 Eagleview Blvd., Suite 200 Exton, PA 19341														

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: W29182168</b>	<b>REVISION NUMBER:</b>
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE   <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY   <input type="checkbox"/> JEC1   <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	AGL30038682200	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY   <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY   <input type="checkbox"/> NON-OWNED AUTOS ONLY			AAL30020107701	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>   <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB   <input type="checkbox"/> CLAIMS-MADE DED   <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU6402167-15	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> No	N/A	LDC4054740	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE   <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 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)  
Re: Contract number #2016000009

Waiver of Subrogation applies to Workers Compensation, where required by written contract and as permitted by law.

Certificate Holder is included as an Additional Insured as respects to General Liability where required by written contract. Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability.

<b>CERTIFICATE HOLDER</b>  City of Charlotte, a North Carolina municipal corporation 600 E. 4th St. Charlotte, NC 28202	<b>CANCELLATION</b>  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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**  
WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2022

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.

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<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 300 Madison Avenue, 28th Floor New York NY 10177	<b>CONTACT NAME:</b> Kerri Illuminato	
	<b>PHONE (A/C. No. Ext):</b> 212-981-2489	<b>FAX (A/C. No.):</b>
<b>E-MAIL ADDRESS:</b> Kerri_illuminato@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Underwriters at Lloyd's London		15792
<b>INSURED</b> Ricoh Americas Holdings, Inc., Ricoh USA, Inc. 300 Eagleview Boulevard Exton, PA 19341	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1028713

REVISION NUMBER:

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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional E&O Cyber Liability			B1262F10818422	7/1/2022	6/30/2023	Per Claim/Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Charlotte  
 Department of General Services  
 City Procurement  
 600 East Fourth Street, CMGC – 9th Floor  
 Charlotte NC 28202-2850  
 USA

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

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STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

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

**THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE MANAGED PRINT SERVICES AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS** (this "Fourth Amendment") is made and entered into this 10th of July 2023, by and between Ricoh USA, Inc., a Delaware 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, 2016 (the "Contract") pursuant to which the Company agreed to provide Managed Print Services and Related Products, Services and Solutions for the City of Charlotte, on behalf of the Charlotte Cooperative Purchasing Alliance ("CCPA") and Participating Agencies ("PPA").
- B. The parties amended the Contract to modify invoicing information for the Charlotte Firefighter's Retirement System and to incorporate certain other changes.
- C. The parties amended the Contract to extend the Term of the Contract by the first of one (1) four-year renewal terms, effective through June 30, 2023, and to update the City's lease terms.
- D. The parties amended the Contract to modify certain Exhibits, including pricing, in accordance with the Managed Print Refresh project.
- E. The parties now desire to amend the Contract to extend the original Term of the Contract for an additional six-month term 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:

**A G R E E M E N T**

- 1. The terms of the Contract are restated by and incorporated into this Fourth Amendment by reference.
- 2. Defined terms used in this Fourth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The parties acknowledge and agree that the Contract has been in effect at all times from July 1, 2016, through the present, and that all purchases made during the period from July 1, 2016, through the date of this Amendment are covered by the Contract.
- 4. This Fourth Amendment extends the Term of the Contract by an additional six-month term to expire on December 31, 2023, unless terminated early in accordance with the terms of the Contract.
- 5. Section 19 of the Contract ("Other Obligations of the Company") is hereby appended as follows:
  - 19.5. NC Prohibition on Contracts With Companies that Invest in Iran or Boycott Israel.  
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 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the

term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

6. Section 29 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:

**REQUIRED BY CITY ORDINANCE:** COMMERCIAL NON-DISCRIMINATION. Ricoh USA, Inc. agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Ricoh USA, Inc. consents to be bound by the award of any arbitration conducted thereunder.

7. 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.
8. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

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

RICOH USA, INC.

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

BY: \_\_\_\_\_  
*(signature)*

BY: \_\_\_\_\_  
*(signature)*

PRINT NAME: 

6/22/2023
Chris Kersey
Region Vice President

 \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_





**Digital Contract Routing Form  
Non-Encumbered**

Date Submitted: July 07, 2023

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2016000009

Amendment #: 4

Contract Name: Managed Print Services & Related Products, Services, & Solutions

Vendor Legal Name: Ricoh USA, Inc.

Vendor #: 129760

**REQUIRED ATTACHMENT(S):**

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

**City of Charlotte**

eSigned via SeamlessDocs.com  
*Liz Babson*  
Key: f08f2b82106208b0804836a6d96b8