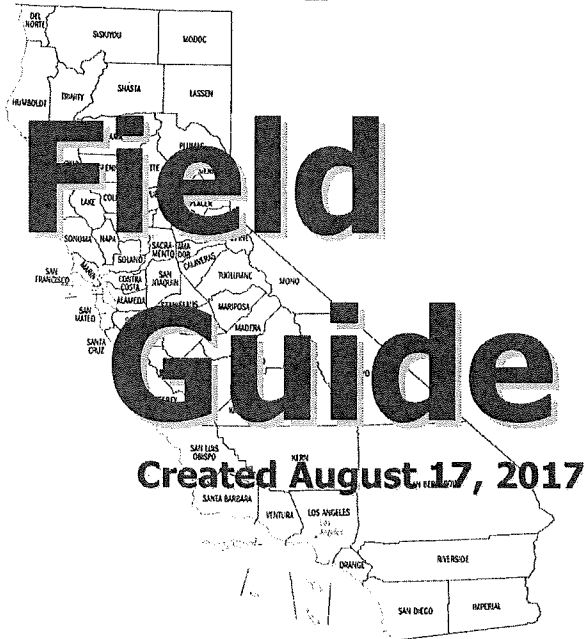


Foundation For California Community Colleges (FCCC)

RICOH
imagine. change.



The Foundation of California
Community Colleges has granted an
award to RICOH USA, for *Printer/Multi-
Function Device Equipment*.
Agreement Number CB-218-17.
This Contract Overview (Field Guide)
provides a summary and outline of all
the essential contract functions of the
agreement.

Good Luck and Good Selling!

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I. BACKGROUND OF THE CALIFORNIA COMMUNITY COLLEGE SYSTEM

An Agreement of Understanding exists between The Regents of the University of California and The Foundation of California Community Colleges (FCCC), establishing the California Higher Education Consortium (CHEC). Through a collaborative relationship, the Consortium seeks to combine procurement and contracting activities and efforts to obtain best value goods and services while reducing total acquisition costs. Accordingly, the Agreement resulting from this solicitation shall recognize the participation of the 114 campuses of the California Community Colleges with the following understandings:

- 1) Seller agrees to extend the product pricing and services to the FCCC Institutions under the terms of this Agreement, under a separate FCCC agreement.
- 2) All contractual administration issues regarding this Agreement (e.g. terms and conditions, extensions, renewals, etc.) shall remain the responsibility of the University of California. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual FCCC campuses shall be addressed, administered, and resolved by each FCCC campus. The University of California and the California Community Colleges are separate and distinct governmental entities. As such, each administrative unit and campus therein is financially separate and shall be responsible for individual financial commitments.

II. CONTRACT TERM & ELIGIBILITY

This agreement is effective from July 13, 2016 through March 1, 2019. FCCC may opt to renew for two (2) additional one (1) year extensions.

WHO CAN USE THIS AGREEMENT -

- 114 FCCC Campuses

III. PRODUCTS AWARDED

Category 1 - B/W	20+ pages per minute
Category 2 - B/W	20-30 pages per minute
Category 3 - B/W	31-40 pages per minute
Category 4A - B/W	41-50 pages per minute
Category 4B - B/W	51-60 pages per minute
Category 5 - B/W	61-90 pages per minute

Category 1 - Color	20+ pages per minute
Category 2 - Color	20-30 pages per minute
Category 3 - Color	31-40 pages per minute
Category 4A - Color	41-50 pages per minute
Category 4B - Color	51-60 pages per minute
Category 5 - Color	61-90 pages per minute

Laser Printers

Category 1 - B/W	25-40 pages per minute
Category 2 - B/W	41-55 pages per minute
Category 3 - B/W	56-70 pages per minute

Category 1 - Color	25-40 pages per minute
Category 2 - Color	41-55 pages per minute
Category 3 - Color	56-70 pages per minute

IV. SERVICE PROGRAMS

THREE OPTIONS:

- **Option 1: Cost Per Impression Charge - Zero volume base.** Supplier will provide full service maintenance with supplies, excluding paper. Supplier will invoice respective FCCC Location on a monthly basis using a cost per impression charge applied to the actual monthly impression volume in the covered period without any minimum and/or maximum volume restrictions. These rates apply to purchased and leased MFDs and leased MFDs
- **Option 2: Monthly Minimum Charge -** Supplier will provide full service maintenance with supplies, excluding paper. Supplier will charge FCCC a fixed monthly minimum charge, which will include a monthly impression volume allowance, with a separate cost per impression charge applied to the overage.



These rates apply to purchased and leased MFD's

- **Option 3: T&M Fixed Charge per Occurrence** - Supplier will provide service repairs and maintenance using a Time and Material option. Supplier charges FCCC a fixed amount per occurrence and/or a fixed hourly fee, after expiration of standard or extended equipment warranties

V. CONTRACT PRICING & SCOPE

CUSTOMER PRICING - The basis for end user pricing is calculated on a percentage discount from Manufacturer Suggested Retail Price ["MSRP"]. Mainframe & Accessory discounts may differ. End user pricing will be inclusive of any state imposed rebate structure.

PRICING SCHEDULES - Can be found at: [RWorld State & Local Govt California Pricing](#)

SERVICE & SUPPLY PRICING - Can be found at: [RWorld State & Local Govt California Supply Pricing](#)

LEASING OPTIONS - Fair Market Value Lease and \$1 Buyout terms: 36-48-60 Months

ADDING ACCESSORIES OR SOFTWARE MID-STREAM TO A LEASE - FCCC or its authorized agents may make alterations or install attachments to the equipment and the Lessor shall be so notified. In the event that such changes substantially increase the cost of maintenance, mutually agreeable arrangements for additional maintenance service shall be made on an individual installation basis.

TRADE-INS - Supplier agrees to assist FCCC in Obtaining the best trade-in values available for FCCC owned Products through Supplier's recommended Equipment Brokers. Supplier Shall provide the required administrative support, including removal of FCCC owned

products, to FCCC to effectively manage the trade-in transaction(s) at no cost to FCCC.

VI. PAYMENT & BILLING TERMS

PAYMENT - NET 30 days following the date the equipment is delivered or the date a correct invoice is received whichever is later. After 30 days we may impose overdue charges of 1% per month on the outstanding balance.

BILLING - Supplier will submit invoices directly to the FCCC Locations' Accounting Departments unless the Supplier is notified otherwise by Amendment to the Agreement. Invoices will normally be paid within 30 days of satisfactory Product delivery or receipt of correct invoice, whichever occurs last, unless a discount for prompt payment is offered.

VII. INSTALLATION, TRAINING, SUPPORT & MOVES

DELIVERY - Ricoh's pricing is inclusive of delivery charges, hardware installation, network installation, removal of all waste material, initial training costs, and removal cost of equipment placed under this agreement.

EXCESSIVE INSTALLATION - Should the equipment require specialized installation, Lessor will provide the required technical assistance at no charge.

NETWORK INSTALLATION - Equipment pricing includes configuration of the copier for the proper network protocols and installation of the appropriate print drivers. Once again, this is included in the purchase price.

CUSTOMER TRAINING - Training to be provided by Supplier at UC Locations at mutually agreed upon dates and times, at no charge to FCCC.

Training to include, but not limited to:

- Initial Training (following installation)



- Follow-up training
- On-going training (existing and new users)

TECHNICAL SUPPORT - Supplier will provide the following technical support to FCCC Locations:

- Initial installation and configuration of MFD hardware and software for network connectivity and full functionality of the MFD to UC Locations and their IT resources
- Onsite equipment electrical and mechanical troubleshooting and repairs
- Dedicated knowledgeable support staff
- Support for 3rd party vendor software and hardware MFD's or Laser Printer issues
- Full maintenance services for Laser Printers, including repair parts, software and firmware updates and labor

EQUIPMENT MOVES - Relocation of equipment will be charged Supplier's standard relocation rates.

VIII. WARRANTY & SERVICE PROVISIONS

WARRANTY - Devices carry a minimum 90 day warranty that it is free from defects in material and workmanship. If defects are identified, the Vendor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the Customer. Any and all items failing during the warranty period will be replaced promptly free of charge.

EXCESSIVE SERVICE (LEMON CLAUSE) - After the 90-day warranty period and until 36 months from the date of installation, or coterminous in the case of a longer lease, except due to operator error, for any device that fails to operate in accordance with the manufacturer's published performance specifications four times in any four week period and/or is subject to recurring related problems, Supplier shall replace that device with a new MFD or Laser Printer that meets the requirements of the same lot as the original equipment model, at no cost to the user. This will take precedence over

any other warranty or service maintenance clauses associated with this contract.

SERVICE STANDARDS -

Uptime per device	96%
Response time per device (MFDs)	4 hrs.
Response time per device (MFDs) – Areas beyond 20 miles from a major UC Location	Max. 8 hrs. or upon mutually agreed time w/ field ofc. Or location administrator
Response time per device (Laser Printers)	Within 2 business days
Repair time	An average of 2 hrs.
Delivery-Equipment	10 business days from Supplier receipt of order
Delivery-Replacement Parts (MFDs)	Within 8 business hrs. from Supplier receipt of order
Delivery-Replacement Parts (Laser Printers)	Within 2 business days from Supplier receipt of order
Delivery-Supplies	Within 2 business days from Supplier receipt of order
Installation (MFDs)	Upon delivery
Installation (Laser Printers)	If requested, within 2 biz days of delivery
Setup	Within 4 Biz hrs. of delivery

AFTER HOUR SERVICE - Supplier shall provide after hours services based on the following service standards:

Response Time - Average of 4 hours

Repair Time - Average of 2 hours

IX. END OF TERM OPTIONS

EARLY TERMINATION OF LEASES DUE TO INSUFFICIENT FUNDS - FCCC may at its option, by written notice stating the extent and effective date, terminate this order at the anniversary date of the lease or at the end of any fiscal year in whole or in part in the event the funding agency does not



appropriate sufficient funds to continue the lease payments.

OPTION TO PURCHASE FROM A LEASE - FCCC is given the option (provided FCCC is not in default in the performance of any of its obligations hereunder) to purchase any or all of said property at the times and for the amounts set forth in this order.

END OF TERM - Notwithstanding anything to the contrary, if lessee fails to notify RICOH USA of its intent with respect to the exercise of a renewal or purchase option, the initial schedule term shall be terminated on the date as stated in the schedule and removal of the product will be arranged. At the end of term of any Capital lease, title to the applicable equipment shall transfer to Customer, the equipment will not be returned and the related PO will not be renewed.

EQUIPMENT RETURN - Vendor will be responsible for all transportation and handling costs related to shipment to and from FCCC of the leased equipment.

HARD DRIVE SURRENDER - All MFDs/Laser Printers that are equipped with hard drive will be able to have their hard drives removed by a Supplier technician and surrendered to FCCC at the end of a lease, cost-per-copy agreement, or at trade-in (or at any time, for any reason, an MFD and/or Laser Printer is removed from FCCC) at no additional cost to FCCC.

X. CORPORATE SUPPORTING CONTACTS

- Leon Townsend - CSU Contract Manager
(213)840-7243 Cell (310) 342-7673
leon.townsend@ricoh-usa.com
- Scott Garvin - Reg Mgr Higher Education
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- Dan Garbaccio - Contract Pricing Analyst
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- Helen Kueck - Mgr RFS Financial Solutions
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