



**AMENDMENT ONE (1)
To SERVICE ORDER RMS118247**

This Amendment Number One (1) (“Amendment”) is effective as of the first day of March of 2020 (the “Amendment Effective Date”), amends the Service Order, effective as of August 1, 2016 (“Service Order”) made pursuant to the Master Service Agreement, dated as of the 1st day of August, 2016 (“Agreement”), by and between Chabot-Las Positas Community College District (“Customer”) and Ricoh USA, Inc. (“Ricoh”). Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Service Order and/or Agreement. Customer and Ricoh are referred to herein collectively as the “Parties” and individually, each a “Party.”

WHEREAS, the Parties have entered into that certain Service Order for Ricoh’s provision of the Services, Equipment and other products to Customer in accordance with the terms and conditions set forth therein; and

WHEREAS, the Parties now desire to amend the Service Order, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in connection with the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Amendment Effective Date, the Parties hereby agree as follows:

1. **Minimum Service Fee.** The Minimum Service Fee in Exhibit A to the Service Order is hereby revised to \$14,005.35, consisting of the following: Staffing - \$13,749.22; TRAC - \$256.13.
2. Customer will provide the adequate space, utilities, access and all related requirements as it relates to providing the Services under the Service Order.
3. **Bindery Equipment.** The following bindery equipment is hereby added to Exhibit B of the Service Order on a sixty (60) month lease:

Make/Model/Description	60 Month Lease/Maintenance/Installation		
	Lease	Maintenance	Installation
JBUSA Sprinter 335R6 Pouch Laminator	\$ 25.43		
MBM 408A Folder	\$ 92.64	\$ 63.38	\$ 10.11
JB USA ProCrease-M2.1	\$ 4.48		
DEM Pack H20 One Step Shrink System	\$ 79.95	\$ 58.10	\$ 11.50
Triumph 4815D 18-1/2" Paper Cutter	\$ 175.80	\$ 116.19	\$ 16.62
OD4012 Punch with One Die	\$ 11.07		\$ 10.11
Onyx HD4470 Plastic Comb Binding Machine	\$ 14.14		
HD4170 Heavy Duty Two Roller Coil Inserter	\$ 32.34		\$ 10.11
Fastback binder Model20	\$ 102.05		
OD4012	\$ 55.69		
Sub Total	\$ 593.59	\$ 237.67	\$ 58.45
Grand Total Per Month (60 mo.)			\$ 889.71

4. **Scope of Work.** Attached hereto as Exhibit D – Scope of Work - is outlined inside the scope of work to better illustrate those services that Ricoh will manage under the renewal contract. Additional services can also be added as needed with both parties mutually agreeing upon that



service or services to accomplish the task or service under review through a written amendment process.

Entire Agreement; Amendment. To the extent there is a conflict between the terms of this Amendment and the terms of the Service Order and/or Agreement, the terms of this Amendment shall control. Except as specifically set forth above, all terms and conditions of the Service Order and Agreement, including any amendments thereto, shall remain in full force and effect without modification thereto, and the Service Order and Agreement shall remain binding obligations of the Parties.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Amendment as of the Amendment Effective Date.

**CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT**

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



**EXHIBIT D
MASTER SERVICE AGREEMENT
SCOPE OF WORK**

SCOPE OF WORK

Ricoh will provide the Services described more fully in the paragraph entitled “Service Areas” below and in this scope of work (“Scope of Work”). Each service area (“Service Area”) will include quantitative baseline information derived from Ricoh’s analysis of Customer’s current operations. The quantitative information is summarized in the Ricoh Study Findings Review prepared for Customer or a similar resource document and will establish the operational benchmark for the staffing, equipment, and processes provided by Ricoh. Each Service Area will also include a description and outline of the Services that Ricoh will perform, including Ricoh’s responsibilities. Associated Ricoh tasks are to be further detailed in the Ricoh Management Services Site Procedures Guide prepared for Customer. Customer responsibilities are also included below where such responsibilities are necessary for Ricoh’s performance of the Services. This Scope of Work also details the logistics of Customer’s facility to establish the number of buildings and floors served, department, and Customer employee population served.

SERVICE AREAS

Ricoh will provide the following Services to Customer:

- Centralized Copy/Print Services
- Fleet Management and Key-op Services

REPORTING

Ricoh will provide operating reports on a monthly basis to Customer’s authorized contact. The operating reports may include, but may not be limited to, quantitative data (such as volumes and other relevant metrics) for the Services performed by Ricoh. Ricoh and Customer will mutually agree to the content of such reports.

QUARTERLY STRATEGY UPDATES AND ANNUAL CUSTOMER STRATEGY SESSIONS

Ricoh will coordinate quarterly meetings (“Quarterly Strategy Update”) three (3) months in advance of the date of the review. The Quarterly Strategy Update is to be attended by authorized members of Ricoh and Customer management. The agenda is to include, at a minimum, a review of the quantitative information collected by Ricoh during the preceding quarter, as detailed in this Scope of Work, relevant changes within Customer’s operations or with Customer’s quantitative baseline information, and enhancements to Services.

FACILITY LOGISTICS AND ENVIRONMENT

Number of Buildings	13
Number of Floors	15
Total Building Square Footage	Unknown
Departments Served	All
Customer Employee Census	All

CHANGES IN SCOPE OF WORK

Any change to the Scope of Work must be made pursuant to an addendum to this agreement and signed by both parties.

General Description Hours of Operation:

All Services: 7:00am — 7:00pm (Monday-Friday)*

**Hours of operation may be modified to less than 40 hours per week. Additional hours, greater than 40 hours a week, can be arranged as needed at Las Positas College’s request at and agreed upon overtime fees.*

Additional and Overtime Labor Rates:

- Additional Labor (4 Hr Min) - \$47/hr
- OT Labor - \$60/hr
- Weekend/Holiday rate (Min 4 hours) - \$80/hr.

Holiday Schedule: SUPPLIER will observe the Las Positas holiday schedule.

Description of Services:

The services to be provided by SUPPLIER are described using the following format:

- Task Name: The name of the activity.
- Task Description - Describes the activity.
- SUPPLIER Obligations -Supplier's responsibilities.
- LAS POSITAS COLLEGE Obligations - Las Positas College's responsibilities and/or SUPPLIER assumptions unique to a task.
- Acceptance Criteria - The acceptance terms agreed by both LAS POSITAS COLLEGE and SUPPLIER for a task.

Centralized Copy/Print Center Support:

BASELINES - AVERAGE MONTHLY VOLUMES

Black and White	271,072
Color	25,240
Number of Jobs	1,439
Binds	269
Laminations	82

- Task Description - All reprographic projects and bindery jobs, will be continuously processed based on a first-in, first-out basis, and or, by LAS POSITAS COLLEGE staff specified requested date and time. SUPPLIER Obligations — SUPPLIER will meet LAS POSITAS COLLEGE delivery request, or communicate delays and or, negotiate times with LAS POSITAS COLLEGE end users if necessary. SUPPLIER will follow defined QC process on all jobs. SUPPLIER will adhere to established Service Level Parameters. Supplier will negotiate pricing and printing services of Las Positas College's forms management, business cards, stationery orders, and miscellaneous specialty printing requests including brochures, etc. and publish a price list. Upon request by LAS POSITAS COLLEGE, SUPPLIER will provide paper: 8.5 x 11 white, 8.5 x 14 white, 11 x 17 white, blue-bar, color and specialty stocks (including transparency and tabs materials). Supplier will provide excellent personal customer service.
- LAS POSITAS COLLEGE Obligations — LAS POSITAS COLLEGE will provide ventilated space, utilities, worktables, storage, and general office supplies as related to contracted services area support.
- Acceptance Criteria — Monthly management review meetings between LAS POSITAS COLLEGE and SUPPLIER.
- TRAC – Ricoh Online Job Submission Tool.
 - All print jobs will be submitted to the RICOH Copy/Print Center via RICOH TRAC unless otherwise discussed and agreed upon. All print jobs will be logged for job history and reporting purposes.
 - RICOH TRAC will be the primary reporting tool for the following information: job submission, job status, job completion and confirmation, and all reporting metrics (volumes, etc).
- Copyright Material

Ricoh will not copy or print any items for which reproduction is prohibited by law. For example, copying or printing the following items is generally prohibited by local law: Bank notes; Revenue stamps; Bonds; Stock certificates; Bank drafts; Checks; Passports; Drivers licenses

The preceding list is meant as a guide only and questions concerning the legality of copying or printing certain items should be consulted with a legal advisor.

Fleet Management and Key-op Services:

BASELINES - ASSET AND AVERAGE MONTHLY VOLUMES

Number of Devices	37
Black and White Volume	89,716
Color Volume	5,822

- Task Description - Key Operator service for Supplier convenience copier fleet. Services performed during routine check:
- SUPPLIER Obligations - All convenience copiers will be checked daily. SUPPLIER staff will create and follow a Key Operator schedule to ensure each copier is checked. SUPPLIER will display & update signage at convenience machines with number/extension to call for assistance. SUPPLIER will maintain supplies and dispatch the Supplier Technician when necessary. Supplier will respond within 1 hour to all calls requiring first responder assistance.
- All convenience devices will be key-op-ed once per day unless Copy Center production jobs take priority during that time. Total device count is 37.
 - ✓ *Cleaning glass/platen*
 - ✓ *Properly pack, prepare and load paper in all paper trays, consider paper grain and curl*
 - ✓ *Checking and adding toner, if needed*
 - ✓ *Changing staple cartridges, if needed*
 - ✓ *Clearing minor jams*
 - ✓ *Running quality checks*
 - ✓ *Responding to service requests*
 - ✓ *General housekeeping in copier vicinity*
 - ✓ *All copies made by a Ricoh technician must be made on specific user code and not charged to the District.*
- LAS POSITAS COLLEGE Obligations - Las Positas College's responsibilities may include purchasing all paper for Supplier supplied convenience copiers or Supplier may be asked to provide paper supplies.
 - End User training – as requested and scheduled, depending on availability, Ricoh will provide end user training to those individuals that require such assistance. One-off training sessions can be provided by the on-site staff and larger group settings can be arranged through the Copy Center and Ricoh’s equipment sales and/or training teams.
 - MFD system rebooting – On a weekly basis, Ricoh’s onsite staff will revisit and reboot each system on a scheduled basis to ensure optimal operation.
 - User accounts – Ricoh personnel will program/delete user codes upon request as needed when time permits.

Review Process:

- Task Name -- Monthly or other Scheduled Review Meetings
- Task Description Management Reports that analyze the overall business requirements of the LAS POSITAS COLLEGE Key Operators Service for convenience MFD fleet and Centralized Reprographic Center.
- SUPPLIER Obligations — Meetings will be set up at mutually agreed upon dates and times. Review and analyze information and statistics. Present information and make recommendations for service improvements or cost savings.
- LAS POSITAS COLLEGE Obligations — Attend meetings and provide feedback on performance. Approve standardized management reports for consistent reporting throughout the contract term.
- Acceptance Criteria — Monthly management reviews as agreed upon by LAS POSITAS COLLEGE and SUPPLIER.

Confidentiality:

- Task Description — Any written or produced documents that are identified as confidential will be handled as outlined in the Standard Operating Procedures (SOP) and Las Positas College's procedures. The purpose

of this is to maintain the integrity of confidential information derived from LAS POSITAS COLLEGE, SUPPLIER or any vendor under contract.

- SUPPLIER Obligations — Provide a secure environment for sensitive or confidential information. As deemed appropriate, SUPPLIER staff will sign non-disclosure agreements. Maintain level of security as outlined in the SOP. Keep confidential and non-confidential reports separate when processing a job/task. Ricoh will set up equipment on our facility and the operate equipment within the agreed upon guidelines which comply with US Federal Standards.
- LAS POSITAS COLLEGE Obligations - Provide SUPPLIER identification and special handling instruction of any confidential output or procedure.
- SUPPLIER will adhere to the Family Educational Rights and Privacy Act (FERPA) protecting the confidentiality of student educational records.
- Acceptance Criteria - All staff will adhere to confidentiality requirements.

Invoicing Extraordinary Charges:

- Task Description: Any services rendered outside of the SUPPLIER contracted services such as offsite work, i.e., posters, mounting, etc. will be billed to LAS POSITAS COLLEGE separately. All services outside of the contract require both SUPPLIER and LAS POSITAS COLLEGE written approval prior to services rendered.
- SUPPLIER Obligations - Timely invoicing on a monthly basis of the base management fee and usage monthly.
- LAS POSITAS COLLEGE Obligations - Payment due according to terms defined in the LAS POSITAS COLLEGE/SUPPLIER contract.
- Acceptance Criteria - Mutually agreed upon changes by LAS POSITAS COLLEGE/SUPPLIER.

Onsite Personnel Staffing:

- Task Description - Provide the appropriate human resources required to provide the services documented in this SOW that meet or exceed customer needs.
- SUPPLIER Obligations - Maintain staffing levels per contractual obligations. Holiday Schedules & Special Needs will be staffed as required and billed appropriately. All of the SUPPLIER on-site staff are permanent full-time and part-time SUPPLIER employees that will report directly to SUPPLIER management.
- LAS POSITAS COLLEGE Obligations - Provide all levels of access to LAS POSITAS COLLEGE buildings and systems as required to perform the essential service functions. Provide a secure working environment for SUPPLIER employees. Pay any and all pre-approved overtime charges as they relate to staffing.
- Acceptance Criteria - Meeting SUPPLIER SOW obligations as defined above as it pertains to staffing.
- Staffing: All management and On-Site Staffing to support the copy center, and Key Operator Fleet functions as outlined in Exhibit D - SOW (w/trained back-fill). Customer service operator hours are an 8-hour workday, 40 hours per week. If the workload exceeds the capabilities of the equipment and normal customer service operator working hours, supplier can provide overtime once authorized by a designated Las Positas College affiliated representative.
- Overtime will be charged at time and a half, for range one-overtime defined as the first four hours of overtime worked on weekdays.
- No overtime charges will be applied to work outside of normal working hours when such work cannot be performed during normal working hours as a result of supplier supplied equipment malfunction, or Customer Service Operator unavailability. Additionally, pickup and delivery charges between Las Positas College's location and supplier necessitated by supplier supplied equipment malfunction or Customer Service Operator unavailability will be waived.

Supplies Management Services:

- Task Description - Supplies will be inventoried and re-ordered based on min/max to maintain a cost-effective just-in-time inventory.
- SUPPLIER Obligations Inventory all supplies monthly and report paper usage to LAS POSITAS COLLEGE.
- Upon request by LAS POSITAS COLLEGE, Supplier shall provide paper supplies.
- SUPPLIER will provide all toner, developer, fuser oil and other supplies associated with the operation of the SUPPLIER provided reprographic equipment.

- LAS POSITAS COLLEGE Obligations - will provide space allotment for one-week usage volume.
- Paper Stock: Includes all sizes, white, color and specialty
- Cover Stock: Including plastic, clear, cardstock, etc
- General office supplies i.e.; pens, pencils, staplers, in support of services.
- Acceptance Criteria - Monthly management reviews.

Project Delivery and Pick-up:

- Task Description - Delivery and pick-up practices pertaining to the proper handling and routing of copy center projects.
- SUPPLIER Obligations -Completed copy jobs will be delivered both by utilizing the mail / internal routing schedule, and at times by SUPPLIER staff using a campus delivery cart, or by notifying the customer by phone or through TRAC that the job is completed and ready for pick-up. Every attempt will be made to deliver jobs back to the end users. SUPPLIER will notify end user of day and time when mail/internal routing service is utilized.
- LAS POSITAS COLLEGE Obligations - LAS POSITAS COLLEGE will be responsible for providing SUPPLIER with their internal mail routing schedule.
- Acceptance Criteria - The acceptance terms agreed by both the LAS POSITAS COLLEGE and SUPPLIER for a task.

Suppliers and LAS POSITAS COLLEGE SOW Obligations:

- SUPPLIER will assign an authorized representative with overall responsibility for all of Supplier's aspects of this Agreement. This individual must have the authority to make decisions relative to this Agreement and to either assign resources or negotiate the assignment of resources within Supplier's organization.

Service Level Parameters:

Activity Goal	Parameters	Measurement
Copy Center Requests	Copy Jobs completed onsite, accurately & according to instructions	98%
Paper & Equipment Supplies	Paper to be inventoried daily. Supplies for MFD's will be inventoried daily	98%
House-keeping	All service areas described in this SOW will be cleaned & stocked	98%
Hours of Operations	Service areas will be staffed and operational as described in this SOW	100%
Safety	Compliance for all local, state, and federal laws, rules, and regulations including but not limited to OSHA and CALOSHA	100%

Management Reports:

- Management reports will be included on a monthly basis, and will include the following: Departmental chargeback report, original and run length distribution graphs, and copy center mid convenience device trend graph. On a quarterly basis, a more formal review will be held to define the commitment supplier has made in pursuit of continuous improvement. These reviews will consist of a consolidated summary of the monthly reports and invoices, past cost savings and efficiency gains, measurements of Las Positas College satisfaction, and recommendations for future improvements.
- Las Positas College shall provide: electrical service, operational space, telephone, furniture and fixtures, general office supplies and papers storage suitable for full-pallet-delivery within or in close proximity to the copy center, Las Positas College shall make or permit no alterations to the equipment without supplier written permission. All repairs shall be performed solely by supplier personnel or designated representatives. Las Positas College shall afford supplier or its designated representative's unrestricted access to the equipment during business hours. Equipment provided by supplier will remain the property of supplier and is subject to its possession and control while this Agreement is in force. Las Positas College will be responsible for loss of any supplier supplied equipment, including any repairs or replacement made necessary by Las Positas College's willful or negligent act. Supplier may replace a defective unit of



equipment with another unit of the same or similar capabilities. Las Positas College agrees not to lend the equipment or permit it to be used.