

CONTRACT**HARDWARE MAINTENANCE**

by and between

CUYAHOGA COUNTY, OHIO

and

RICOH USA, Inc.

THIS AGREEMENT (the "Contract") is made and entered into this _____ day of 2012, by and between Cuyahoga County, Ohio ("the County"), on behalf of the Cuyahoga County Department of Information Technologies and Ricoh USA, Inc., a Pennsylvania corporation with offices located at, 70 Valley Stream Parkway, Malvern, PA 19355. (the Provider").

WHEREAS, the County has a present need for maintenance of two IBM 4100 printers, including estimated usage cost (click), at the Department of Information Technologies; and

WHEREAS, Ricoh, is an authorized service provider for 4100 Printer maintenance service of IBM Printer Products to the County as a State of Ohio Term Vendor Schedule # 800054; and

WHEREAS, the County desires to avail itself of Ricoh's maintenance service on the IBM 4100 Printer Products located at the Cuyahoga County Information Services Center and Ricoh is willing to provide such service to the County all upon the terms and conditions set forth herein, and listed on Schedule A.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ricoh and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

- 1.1 **Scope of Agreement.** During the term of this Contract, Ricoh shall provide the County with maintenance and usage for IBM 4100 Printer Products Products, as listed on Schedule A – Support Quote. In the event that a discrepancy exists between the terms of Schedule A and this agreement, the terms of this agreement will be controlling and binding.
- 1.2 **Term.** The term of this Contract shall commence as of December 1, 2012; and, unless earlier terminated in accordance with the provisions of this Contract shall continue in effect for a period of three year from the commencement date (12/1/12 –

11/30/15). The cost of this Contract shall not exceed One Hundred Fifty Eight Thousand Five Hundred Seventeen Dollars and Zero Cents (**\$158,517.00**).

ARTICLE II - SCOPE OF WORK

- 2.1 Rendering of Services.** Ricoh hereby agrees to render the services identified in Article 1.1 and Ricoh's Quote and incorporated by reference as Schedule A at a total price not exceed One Hundred Fifty Eight Thousand Five Hundred Seventeen Dollars and Zero Cents (**\$158,517.00**).

ARTICLE III – PAYMENT AND INVOICING

- 3.1 Payment.** During the term of this contract, the County shall pay Ricoh yearly for the services outlined in Schedule A upon receipt of said invoice, execution of this contract should occur upon approval of the County Executive.
- 3.2 Invoicing.** Ricoh shall invoice the County for the services outlined in Schedule A upon execution of this Contract. Ricoh shall submit original invoice(s) to the following address:

Cuyahoga County Department of Information Technologies
Business Department
1255 Euclid Avenue, 4th floor
Cleveland, Ohio 44115

ARTICLE IV – SUBCONTRACTING, INDEMNITIES AND WARRANTIES

- 4.1 Subcontracting.** This Contract was awarded to Ricoh based upon Ricoh's unique qualifications and skills, and no task required to be performed under this contract by Ricoh shall be subcontracted to third parties without the express written consent of Cuyahoga County.
- 4.2 Indemnities and Warranties.** All provisions relating to indemnities and warranties contained in the State Master Maintenance Agreement shall inure to the benefit of Cuyahoga County.

ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

- 5.1 Dispute Resolution.**

a) In the event of any dispute or disagreement between Ricoh and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by Ricoh or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to

meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party.

(b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder.

- 5.2 Termination for Financial Instability. In the event that Ricoh becomes financially unstable to the point of (i) no longer offering support for the Products (i) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Ricoh of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract , by giving written notice thereof.

ARTICLE VI – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

- 6.1. By entering into this Contract, Ricoh, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.
- 6.2 Ricoh further agrees to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to Electronic Transactions and to comply with the electronic signature policy of Cuyahoga County.

ARTICLE VII – MISCELLANEOUS

- 7.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Information Technologies
ATTN: Michael Young
1255 Euclid Avenue, 4th floor
Cleveland, Ohio 44115

In the case of Ricoh:

Kelly I Cooley
Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA, 19355

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

- 7.2 Severability. If, and only to the extent that, any provision of this Contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted. If the remainder of this Contract is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.
- 7.3 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.
- 7.4 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

- 7.5 Record Audit Retention. Ricoh agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Ricoh be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.
- 7.6 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.
- 7.7 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio.
- 7.9 Assignment. Ricoh shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County Executive by resolution.
- 7.10 Contract Processing. Ricoh shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County Information Services Center
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

- 7.11 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this contract must be executed by the County Executive before compensation for the services or products set forth in this contract can be provided. In the event that services are provided by Ricoh prior to the execution of this agreement by the County Executive, the same will be provided at Ricoh's risk, and payment therefore cannot, and will not, be made unless and until this agreement is approved by the County Executive. Upon approval by the County Executive of this contract, however, any and all prior performance under this contract shall be deemed ratified and said performance shall be deemed to be included in this contract. Payment(s) for said prior performance shall not increase the amount of the contract limit.

THIS AGREEMENT shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the County Prosecutor's Office as to legal form and correctness.

IN WITNESS WHEREOF, the County and Ricoh have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

RICOH USA, INC.

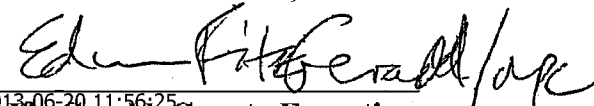
CUYAHOGA COUNTY, OHIO

BY:



Edward FitzGerald, County Executive

BY:


2013-06-20 11:56:25
Edward FitzGerald, County Executive

4100 Printer Maintenance & Click Charges

Contract years	Cost per printer per month	Number of printers	Maint cost per contract period	Contract savings	Average maint cost per year	Estimated click feet per year	Click cost per 100 feet	Estimated click cost per contract period	Contract savings	Average estimated click cost per year	Average estimated total cost per year	Contract savings	Total contract cost
1	\$2,030	2	\$48,720		\$48,720	3,330,000	\$0.00300	\$9,990		\$9,990	\$58,710		\$58,710
2	\$1,929	2	\$92,592	\$4,848	\$46,296	3,330,000	\$0.00285	\$18,981	\$999	\$9,491	\$55,787	\$5,847	\$111,573
3	\$1,827	2	\$131,544	\$14,616	\$43,848	3,330,000	\$0.00270	\$26,973	\$2,997	\$8,991	\$52,839	\$17,613	\$158,517

Recommend 3 year maintenance contract \$158,517**Annual maintenance & click charges \$52,839**

2 year total contract savings (5% discount) \$5,847

3 year total contract savings (10% discount) \$17,613

4100 Printer Maintenance & Click Charges for 2011

Contract years	Cost per printer per month	Number of printers	Maint cost per contract period	Contract savings	Average maint cost per year	Estimated click feet per year	Click cost per 100 feet	Estimated click cost per contract period	Contract savings	Average estimated click cost per year	Average estimated total cost per year	Contract savings	Total contract cost
1	\$2,073	1	\$24,870		\$24,870	925,600	\$0.00300	\$2,777		\$2,777	\$27,647		\$27,647
1	\$1,973	1	\$23,670		\$23,670	2,342,600	\$0.00300	\$7,028		\$7,028	\$30,698		\$30,698
													\$58,345

Annual maintenance & click charges \$58,345