



CITY of NOVI CITY COUNCIL

**Agenda Item 5
November 8, 2010**

SUBJECT: Approval to award a contract for multi-function office copy equipment to Ricoh Business Systems (RBS) through the US Communities Government Purchasing Alliance in the amount of \$178,012 (four year lease cost); plus an estimated \$37,000 for annual service agreement costs.

SUBMITTING DEPARTMENT: Information Technology

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$44,500 per year (annual lease cost) \$37,000 per year (estimated annual service agreement cost)
AMOUNT BUDGETED	Allocated by department (see attached breakdown)
LINE ITEM NUMBERS	Various

BACKGROUND INFORMATION:

With the expiration of the City's current copier lease the I.T. Department assembled a six person, multi-departmental team to evaluate and recommend a multi-function copy, print, fax, and scan replacement solution. This team evaluated offerings from manufacturers holding the top four market share rankings as identified by a 2009 Gartner Group Report (Exhibit A). The team's evaluation process involved four manufacturers including Ricoh, Xerox, Canon, and Konica-Minolta. The top three reproduced a selection of the City's publications and products. These outputs were assessed by the team for overall quality, performance, and value. Additionally, the team performed reference checks of organizations comparable to Novi's size and operations with the vendors. Team members also met individually with all City departments to elicit and validate departmental operational requirements. Following the requirements validation, the team unanimously recommended Ricoh's line of products to best fulfill the functional requirements supporting the City's operations.

The City of Novi is proposing to lease its Ricoh equipment through a competitively bid contract through the US Communities Purchasing Alliance which has over 42,000 participating government, school, and non-profit agencies. The City's participation in the Alliance allows its members to purchase from nationally bid, competitively awarded contracts by its participating members. The City would base its equipment price through a competitively bid contract awarded by the City of Los Angeles, California (Exhibit B). The City's proposed lease agreement includes 18 devices located in six different buildings (Exhibit C).

The Ricoh service plan (cost per copy) is a toner inclusive contract covering all on-site labor, materials, preventive maintenance, and non-consumable parts for the duration of the 48-month lease (Exhibit D).

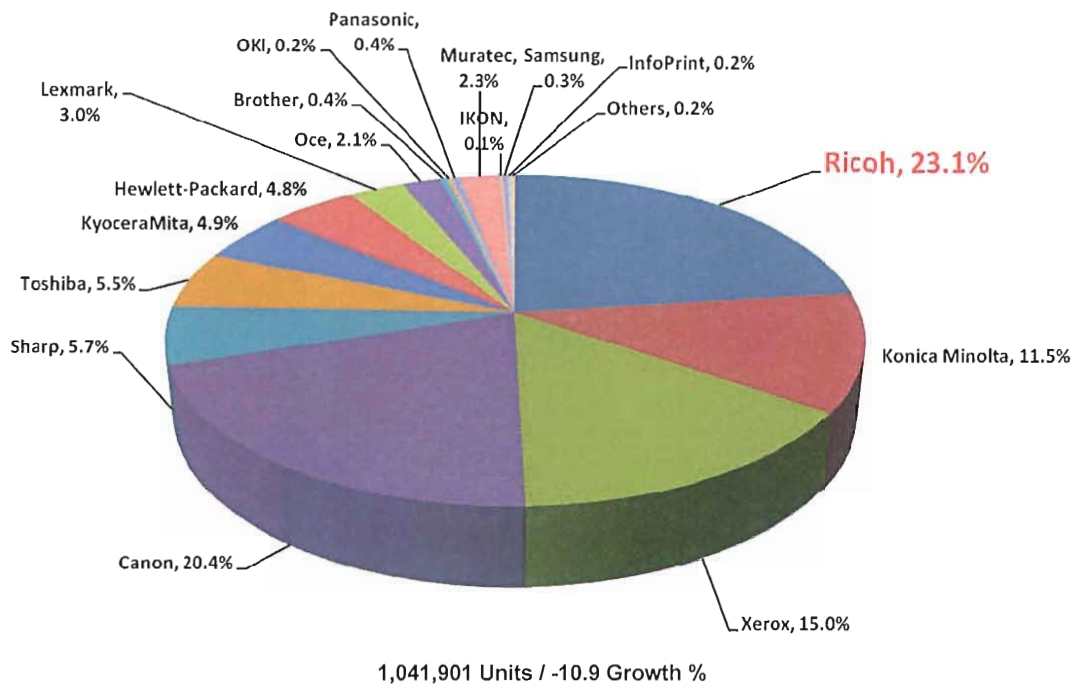
Due to the restructuring of the contract by the team, who reviewed the placement and number of devices, the proposed lease agreement represents a four-year cost savings of \$22,694 over the previous agreement awarded by the City in 2006. The proposed service agreement represents an estimated, four-year cost savings of \$26,570 for a total projected four-year savings of \$49,264.

RECOMMENDED ACTION: Approval to award a contract for multi-function office copy equipment to Ricoh Business Systems (RBS) through the US Communities Government Purchasing Alliance in the amount of \$178,012 (four year lease cost); plus an estimated \$37,000 for annual service agreement costs.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

2009 Gartner MFP Market Share – B&W / Color



*Source: Gartner Group, 2009

*Data based on Total Market using Products >\$1,000

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

Vendor ID: 0000013838
RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES CA 90045

Contract ID 58795	Page 1
Contract Dates 09/21/2007 to 09/30/2010	Rate Date PO Date
Description: Multifunctional Printer/Copier Allow Open Item Reference	Contract Maximum 25,000,000.00

City of Los Angeles' vendors are required to have on file an approved Affirmative Action Plan and Certification. Contact Buyer at the City Purchasing Office at (213-485-3677) for information on this requirement.

In order to receive payments from the City of Los Angeles, vendors must have a valid Business Tax Registration Certificate (BTRC) number. Contact the City Clerk's Tax and Permits Division (213-485-3916) for information on this requirement.

All shipments, shipping papers, invoices and correspondence must be identified with the City of Los Angeles' Contract Purchase Order Number.

Overshipments will not be accepted unless authorized by requestor prior to shipment.
Terms and conditions of parent contract are binding on its Contract Purchase Orders.

Procurement Analyst: Gwen Weaver Phone Number: (213) 928-9521
E-mail address: Gwendolyn.Weaver@lacity.org Fax Number: (213) 928-9511

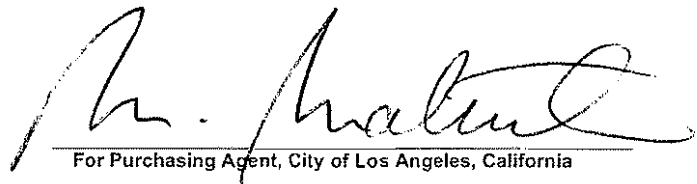
Renewal Options: 2 Option Date 1 = --/--/-- Option Date 2 = --/--/--

Payment Terms: Net 30 Delivery: 15 Calendar Days for Equipment, and 48 Hours for Supplies ARO

You are hereby notified of the award of this Master Agreement with the City of Los Angeles (Lead Public Agency) on behalf of the U. S. Communities Government Purchasing Alliance (GPA), and all public agencies, non-profits and higher education entities that elect to access the Master Agreement (Participating Public Agencies), in accordance with Request For Quotation (RFQ) Number 780, to furnish the requirements for the items and/or services identified in this document. The entire RFQ document (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the Master Agreement. The Quotation document signed by the Supplier's duly authorized representatives is on file in the Purchasing Agent's office.

The Master Agreement is awarded for the following: Multifunctional Printers and Copiers, Lease, Purchase and Maintenance

NOTE: Contract Line Number 1 is for use only by the U. S. Communities Participating Public Agencies, and not for use by City of Los Angeles Departments, Bureaus or Commissions.



For Purchasing Agent, City of Los Angeles, California

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent
 111 E 1ST STREET
 ROOM 110
 LOS ANGELES CA 90012

Vendor ID: 0000013838
 RICOH AMERICAS CORPORATION
 6100 CENTER DRIVE #650
 LOS ANGELES CA 90045

Contract ID 58795		Page 2
Contract Dates 09/21/2007 to 09/30/2010		Rate Date PO Date
Description: Multifunctional Printer/Copier		Contract Maximum 25,000,000.00
Allow Open Item Reference		

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Qty	Maximum Amt
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1	1.00	Imaging Equipment and related Software, Supplies and Maintenance: Ricoh, Savin, Lanier, in accordance with Ricoh U. S. Communities Master Pricing Agreements and Ricoh U. S. Communities Supply Catalog dated July, 2007.	0	0.00	1	
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 0.00001 EA

This Line Item is for use exclusively by U S Communities Participating Public Agencies, and is not for use by City of Los Angeles Departments, Bureaus or Commissions.

ZERO-BASED SUPPLY/MAINTENANCE PROGRAM:

Any public entity authorized to use the U.S. Communities national program that is acquiring a minimum of 750 units within a 90 day period will be provided the option of a Zero-Based Supply/Maintenance Program based on Cost-per-Copy Program established by the City of Los Angeles through this Contract Award.

3	0.00	Multifunctional Printer/Copier, Segment 1, Lease, 60 Months	0	0.00	0	
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 77.57000 MON

Ricoh Aficio MP 2510, including DF83 Document Feeder, SR790 1000 Sheet Finisher, 1027 Bridge Unit, and FAC20 Cabinet.

Stand Alone Unit - MP2510-2: \$77.57 per month.
 Network Connected Unit - MP2510-1: \$107.99 per month.

NOTE: 36 month and 48 month leases are available in accordance with Ricoh Americas' City of Los Angeles Pricing Matrix.

4	0.00	LINE ITEM FOR FUTURE USE	0	0.00	0	
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 0.00001 EA

5	0.00	Segment 1, Maintenance - Cost per Copy. Copy Allowance = 0	0	0.00	0	
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 0.01270 EA

Ricoh Aficio MP 2510

City of Los Angeles, California Contract

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RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
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Contract ID 58795	Page 3
Contract Dates 09/21/2007 to 09/30/2010	Rate Date PO Date
Description: Multifunctional Printer/Copier	Contract Maximum 25,000,000.00
Allow Open Item Reference	

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Contract Maximum Amt
6	0.00	Multifunctional Printer/Copier, Segment 2, Lease, 60 Months	0	0.00

Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Current Order Quantity
Contract Base Price \$ 86.75000 MON

Ricoh Aficio MP 3010, including DF83 Document Feeder, SR790 1000 Sheet Finisher, 1027 Bridge Unit, and FAC20 Cabinet.
Stand Alone Unit - MP3010-2: \$86.75 per month.
Network Connected Unit - MP3010-1: \$117.17 per month.

NOTE: 36 month and 48 month leases are available in accordance with Ricoh Americas' City of Los Angeles Pricing Matrix.

7	0.00	LINE ITEM FOR FUTURE USE	0	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Current Order Quantity
Contract Base Price \$ 0.00001 EA

8	0.00	Segment 2, Maintenance - Cost per Copy. Copy Allowance = 0	0	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Current Order Quantity
Contract Base Price \$ 0.01270 EA

Ricoh Aficio MP 3010

9	0.00	Multifunctional Printer/Copier, Segment 3, Lease, 60 Months	0	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Current Order Quantity
Contract Base Price \$ 157.53000 MON

Ricoh Aficio MP 4500, including DF83 Document Feeder, SR790 1000 Sheet Finisher, 1027 Bridge Unit, and PS500 Paper Tray.
Stand Alone Unit - MP4500-2: \$157.53 per month.
Network Connected Unit - MP4500-1: \$197.11 per month.

NOTE: 36 month and 48 month leases are available in accordance with Ricoh Americas' City of Los Angeles Pricing Matrix.

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6100 CENTER DRIVE #650
LOS ANGELES CA 90045

Contract ID 58795		Page 4
Contract Dates 09/21/2007 to 09/30/2010		Rate Date PO Date
Description: Multifunctional Printer/Copier		Contract Maximum 25,000,000.00
Allow Open Item Reference		

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Contract Maximum Amt
10	0.00	LINE ITEM FOR FUTURE USE	0	0.00
<p>Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Current Order Quantity</p> <p>Contract Base Price \$ 0.00001 EA</p>				
11	0.00	Segment 3, Maintenance - Cost per Copy. Copy Allowance = 0	0	0.00
<p>Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Current Order Quantity</p> <p>Contract Base Price \$ 0.01270 EA</p> <p>Ricoh Aficio MP 4500</p>				
12	0.00	Multifunctional Printer/Copier, Segment 4, Lease, 60 Months	0	0.00
<p>Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Current Order Quantity</p> <p>Contract Base Price \$ 180.74000 MON</p> <p>Ricoh Aficio MP 5500, including SR970 Staple Finisher.</p> <p>Stand Alone Unit - MP5500-2: \$180.74 per month. Network Connected Unit - MP5500-1: \$217.48 per month.</p> <p>NOTE: 36 month and 48 month leases are available in accordance with Ricoh Americas' City of Los Angeles Pricing Matrix.</p>				
13	0.00	LINE ITEM FOR FUTURE USE	0	0.00
<p>Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Current Order Quantity</p> <p>Contract Base Price \$ 0.00001 EA</p>				
14	0.00	Segment 4, Maintenance - Cost per Copy. Copy Allowance = 0	0	0.00

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Contract ID 58795		Page 5
Contract Dates 09/21/2007 to 09/30/2010		Rate Date PO Date
Description: Multifunctional Printer/Copier		Contract Maximum 25,000,000.00
Allow Open Item Reference		

Line #	Item ID	Item Desc	Qty	Item Minimum Order Amt	Item Contract Maximum Qty	Item Contract Maximum Amt
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 0.00760 EA

Ricoh Aficio MP 5500

15	0.00	Multifunctional Printer/Copier, Segment 5, Lease, 60 Months	0	0.00	0
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 330.01000 MON

Ricoh Aficio MP 7500, including SR970 Staple Finisher.

Stand Alone Unit - MP7500-2: \$327.92 per month.
 Network Connected Unit - MP7500-1: \$363.39 per month.

NOTE: 36 month and 48 month leases are available in accordance with Ricoh Americas' City of Los Angeles Pricing Matrix.

Effective October 19, 2007, the City has selected the Ricoh Aficio MP9000 with Finisher over the Ricoh Aficio MP 7500 including SR5000 Finisher.

Stand Alone Unit - MP9000: \$330.01 per month
 Network Connected Unit - MP9000: \$368.94

16	0.00	LINE ITEM FOR FUTURE USE	0	0.00	0
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 0.00001 EA

17	0.00	Segment 5, Maintenance - Cost per Copy. Copy Allowance = 0	0	0.00	0
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 0.00490 EA

Ricoh Aficio MP 7500

Effective October 19, 2007, the City has selected the Ricoh Aficio MP9000 with Finisher over the Ricoh Aficio MP 7500 including SR5000 Finisher. The cost per copy is revised from \$0.00760 to \$0.00490 for the Ricoh Aficio MP9000.

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 6100 CENTER DRIVE #650
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Contract ID 58795		Page 6
Contract Dates 09/21/2007 to 09/30/2010		Rate Date PO Date
Description: Multifunctional Printer/Copier		Contract Maximum 25,000,000.00
Allow Open Item Reference		

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Contract Maximum Amt
18	0.00	Multifunctional Printer/Copier, Segment 6, Lease, 60 Months	0	0.00

Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 426.07000 MON

Ricoh Aficio MP 1100, including SR5000 Finisher.

NOTE: 36 month and 48 month leases are available in accordance with Ricoh Americas' City of Los Angeles Pricing Matrix.

19	0.00	LINE ITEM FOR FUTURE USE	0	0.00	0
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 0.00001 EA

20	0.00	Segment 6, Maintenance - Cost per Copy. Copy Allowance = 0	0	0.00	0
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 0.00460 EA

Ricoh Aficio MP 1100

21	0.00	Multifunctional Printer/Copier, Segment 2 - Color, Lease, 60 Months	0	0.00	0
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 121.01000 MON

Ricoh MP C3000 SPF, including FAC33 Cabinet.

NOTE: 36 month and 48 month leases are available in accordance with Ricoh Americas' City of Los Angeles Pricing Matrix.

22	0.00	LINE ITEM FOR FUTURE USE	0	0.00	0
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City of Los Angeles, California

Contract

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 LOS ANGELES CA 90012

Vendor ID: 0000013838
 RICOH AMERICAS CORPORATION
 6100 CENTER DRIVE #650
 LOS ANGELES CA 90045

Contract ID 58795	Page 7
Contract Dates 09/21/2007 to 09/30/2010	Rate Date PO Date
Description: Multifunctional Printer/Copier	Contract Maximum 25,000,000.00
Allow Open Item Reference	

Line #	Item ID	Item Desc	Item Minimum Order Qty	Order Amt	Item Contract Maximum Qty	Contract Maximum Amt
Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Current Order Quantity Contract Base Price \$ 0.00001 EA						
23	0.00	Segment 2 - Color, Maintenance - Cost per Copy: Black and White. Copy Allowance = 0	0	0.00	0	
Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Current Order Quantity Contract Base Price \$ 0.01920 EA Ricoh Aficio MP C3000 SPF						
24	0.00	Segment 2 - Color, Maintenance - Cost per Copy: Color. Copy Allowance = 0	0	0.00	0	
Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Current Order Quantity Contract Base Price \$ 0.06610 EA Ricoh Aficio MP C3000 SPF						
25	0.00	Labor, for Work Performed outside Maintenance Hours Monday to Friday from 8:00 a.m. to 5:00 p.m.	0	0.00	0	
Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Current Order Quantity Contract Base Price \$ 298.00000 HUR Minimum Hourly Rate: \$298.00 Minimum Hours per Callout: Four (4) Hours Minimum Charge per Call: \$1,192.00 Applicable holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and Weekends.						
26	0.00	Accessories beyond City of Los Angeles Standard Configuration, in accordance with Ricoh Americas' City of Los Angeles Pricing Matrix.	0	0.00	0	

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 6100 CENTER DRIVE #650
 LOS ANGELES CA 90045

Contract ID 58795		Page 8
Contract Dates 09/21/2007 to 09/30/2010		Rate Date PO Date
Description: Multifunctional Printer/Copier		Contract Maximum 25,000,000.00
Allow Open Item Reference		

Line #	Item ID	Item Desc	Item Minimum Order Qty	Order Amt	Item Contract Maximum Qty	Contract Maximum Amt
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 0.01000 EA

27	0.00	Software (eCopy, Global Scan, etc.) in accordance with Ricoh Americas' City of Los Angeles Pricing Matrix.	0	0.00	0
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Current Order Quantity
 Contract Base Price \$ 0.01000 EA

EXAMPLE 1: Embedded eCopy Sharescan Option V4.1, 10 License DT w/3yr M&S, including installation. 60 month lease = \$83.74/month

EXAMPLE 2: eCopy Scanstation OP Twain w/10 user desktop V4.1, Sharepoint Connector, 3yr M&S XP. 60 month lease = \$101.49/month

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Contract ID 58795	Page 9
Contract Dates 09/21/2007 to 09/30/2010	Rate Date PO Date
Description: Multifunctional Printer/Copier	Contract Maximum 25,000,000.00
Allow Open Item Reference	

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Maximum Qty	Maximum Amt
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INTENT:

The supplier or its designated dealer/agent deals directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing and payment. The Lead Public Agency acts as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

This Master Agreement shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists. Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Master Agreement and Supplier in accordance with each Participating Public Agency's purchasing policy and procedures.

Nothing herein shall be interpreted as limiting, enjoining, or in any way restricting any Participating Public Agency from operating in accordance with their respective State and/or local laws, policies or procedures.

CONTRACT MAXIMUM AMOUNT:

The contract maximum amount indicated above is for the exclusive reference of the Lead Public Agency only. It was not intended to limit the amount of any other contracts entered into separately by other Participating Public Agencies that may want to make purchases using the prices, terms and conditions of this Master Agreement.

SUPPLIER CONTACT:

Contact Person: Mike Rutledge

Title: Sr. Government Contract Manager

Telephone No.: (916) 989-2370

Fax No.: (916) 989-2370

E-Mail Address: mike.rutledge@ricoh-usa.com

24 Hour Contact No.: (916) 837-0130

APPROVED PURCHASES:

The items identified in this Master Agreement and its attachments cover the only products approved for purchase.

The Lead Public Agency or Participating Public Agencies will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract.

SHIP TO INFORMATION:

Ship to: Lead Public Agency or Participating Public Agencies locations as indicated in Agency Ordering Documents.

COPIER RENTAL REQUESTS APPLICABLE TO THE LEAD PUBLIC AGENCY ONLY:

Copier Rental Request Forms will be issued from time to time during the contract period for such deliveries as may be needed. The supplier shall make no deliveries until an authorized Ricoh Copier Rental Request Form issued by the Department of General Services, authorized by Mr. Michael Leighton, Director of Publishing Services Division, is given for a specific delivery to the department concerned.

The Lead Public Agency shall specify in said Form the equipment, supplies and/or services required at each City location.

RENEWAL OPTION:

The Lead Public Agency reserves the right to renew this contract for two (2) additional one (1) year periods. All renewals shall be under the same terms and conditions of the original contract.

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GUARANTEE:

The supplier offers a Total Satisfaction Guarantee for all equipment delivered.

ENERGY STAR PRODUCTS:

The supplier must provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The supplier is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

http://www.energystar.gov/index.cfm?c=bulk_purchasing.bus_purchasing

INSURANCE:

The supplier's General Liability and Worker's Compensation Insurance Certificates are on file in the Purchasing Agent's office.

ELECTRONIC PRODUCTS ENVIRONMENTAL ASSESSMENT TOOL (EPEAT) FOR COMPUTER AND MONITOR PURCHASES:

All desktop computers, laptop computers and computer monitors provided under this contract are required to have achieved Bronze registration or higher under the Electronic Products Environmental Assessment Tool (EPEAT), based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680).

The registration criteria and a list of all registered equipment are available for review on the internet at www.epeat.net.

Supplier is required to provide quarterly reports quantifying the number of EPEAT registered products purchased. The report must be submitted to the City Purchasing Agent in an EXCEL spreadsheet format provided by the City.

MANUFACTURER:

The supplier/manufacturer will honor any warranty claims by the Lead Public Agency or Participating Public Agencies for equipment, parts, and materials provided.

The supplier will be responsible for replacing incorrect or defective parts including trouble shooting.

SUPPLIER PERFORMANCE REVIEWS:

The supplier agrees to attend periodic performance reviews, facilitated by the Lead Public Agency's Contract Manager. Reviews will be held a minimum of once per calendar quarter and will focus on the supplier's and the Lead Public Agency's meeting product and service quality levels stated in the contract, adherence to the contract terms and conditions, and will provide a forum to informally discuss opportunities for improving products, services, contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the Lead Public Agency.

LIQUIDATED DAMAGES FOR LATE DELIVERY:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the Lead Public Agency or Participating Public Agencies. The Lead Public Agency or Participating Public Agencies shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the Lead Public Agency or Participating Public Agencies in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the Lead Public Agency or Participating Public Agencies will suffer by reason of such delay, and not as a penalty. The Lead Public Agency or Participating Public Agencies shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

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PAYMENT:

The supplier will send the original invoices (both lease and maintenance) directly to the Lead Public Agency or Participating Public Agencies as indicated in Agency Ordering Documents.

RESPONSE TIME:

Return calls shall be made within one hour after the initial service call is made.

Technician is expected to arrive within four hours after the initial service call is made.

Service requests made prior to 1:00 p.m. should not incur after hour charges if the technician arrives after 5:00 p.m. the same day. Failure to fix a problem on an initial visit so that it does not occur within a forty-eight hour period shall not result in a new repair ticket number or any additional costs.

UPTIME:

The Supplier shall maintain 95% uptime by segment of all MFPs installed.

NEW AND UNUSED:

Equipment delivered shall be new, unused, latest design and technology and most current product lines at the time of delivery.

INSTALLATION:

Supplier is responsible for the removal of the old equipment, if applicable, and installation of new equipment to include adaptability of electrical connectors as appropriate. Testing is required to ensure the equipment installed runs properly.

TRAINING:

Supplier is responsible for training employees in the use of the new equipment after initial installation throughout the life of the contract.

INDIVIDUAL EQUIPMENT LEASE CHANGE-OUT:

Lease agreements for individual Multi Function Printers may be changed out at any time for a model in a different segment during the lease period by an Agency Lessee under the following schedule: 4% of total fleet for 1st contract year, 4% of total fleet for 2nd contract year; 4% of total fleet for 3rd contract year; 4% of fleet for 4th contract year and 4% of total fleet for 5th year of the contract. Such lease change outs shall have no effect on other lease agreements in place, the Master Contract in whole or in part, or any participating Agency contract issued pursuant to the Master Contract. The new lease payment for the City of Los Angeles will be determined by the monthly lease schedule in Attachment C - Pricing Worksheet of the RFQ, and for the Participating Public Agencies in accordance with the Ricoh U. S. Communities Master Pricing Agreement.

A 30 day change-out notice will be provided in writing by the Agency Lessee requesting the change-out.

INDIVIDUAL EQUIPMENT LEASE CANCELLATION FOR CAUSE:

Lease agreements for individual Multi Function Printers may be cancelled for cause in documented cases of nonperformance by the supplier where the supplier has failed to remedy specific documented performance issues within a 30 day remedy period.

TONER/INKJET CARTRIDGES AND OTHER CONSUMABLES:

The supplier has a toner cartridge return program through a recycling center that generates zero waste. By recycling through postage paid return packaging, the supplier recovers 95-100% of the cartridges' total weight. Cartridges from these materials are then made available to customers.

QUARTERLY REPORTS REQUIRED BY THE LEAD PUBLIC AGENCY:

The supplier shall provide the Purchasing Agent with quarterly reports of Lead Public Agency's usage, by segment, to include the following:

* Contact name and phone number.

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent
 111 E 1ST STREET
 ROOM 110
 LOS ANGELES CA 90012

Vendor ID: 0000013838
 RICOH AMERICAS CORPORATION
 6100 CENTER DRIVE #650
 LOS ANGELES CA 90045

Contract ID 58795		Page 12
Contract Dates 09/21/2007 to 09/30/2010		Rate Date PO Date
Description: Multifunctional Printer/Copier		Contract Maximum 25,000,000.00
Allow Open Item Reference		

Line #	Item ID	Item Desc	Item Minimum Order Qty	Minimum Order Amt	Contract Maximum Qty	Contract Maximum Amt
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- * Total copies during the report period.
- * Total number of service calls and calls over the agreed-upon response time.
- * Number of copies between calls.

1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to the Lead Public Agency (contract inception to report date).

2) Recycled Material/Product Report that indicates the quantity and description of products sold to the Lead Public Agency that have recycled material content. This information may be included in the Expenditure Report.

3) MBE/WBE/OBE Report that indicates the quantity and description of products sold to the Lead Public Agency that were manufactured by or obtained from Minority, Women, or Other Business Enterprise sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the month following contract quarter end to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the Lead Public Agency's contract number on all reports.

END OF LEASE EQUIPMENT CHANGE OUT:

Lease agreements shall terminate upon completion of each specified lease agreement period. However, the City of Los Angeles reserves the right to extend the Master Contract and its Lease Agreement(s), and Participating Public Agencies reserve the right to extend their Lease Agreement(s) on a month-to-month basis and under the same terms and conditions, to facilitate the removal of old equipment and replacement with new equipment as appropriate. Lessor shall cooperate with the City, Participating Public Agencies and any new lessor in facilitating the removal of old equipment to ensure an efficient transition of equipment.

ZERO-BASED SUPPLY/MAINTENANCE PROGRAM:

Any public entity authorized to use the U.S. Communities national program that is acquiring a minimum of 750 units within a 90 day period will be provided the option of a Zero-Based Supply/Maintenance Program based on Cost-per-Copy Program established by the City of Los Angeles through this Contract Award.

CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
CITY PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

July 12, 2010

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 20
MULTIFUNCTIONAL PRINTER/COPIER

Ricoh U.S. Communities Master Pricing Agreements dated June 29, 2010 and Ricoh U.S. Communities Supply Catalog dated June 29, 2010 have been received and approved by the City Purchasing Agent effective July 07, 2010.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be addressed to Helen Lee, Procurement Analyst at 213-928-9503 or via e-mail at Helen.lee@lacity.org.

T. M. Royster
for Tony M. Royster
General Manager and
City Purchasing Agent *HL*



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
CITY PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

April 16, 2010

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 19
MULTIFUNCTIONAL PRINTER/COPIER

Ricoh U.S. Communities Master Pricing Agreements dated April 15, 2010 has been received and approved by the City Purchasing Agent effective April 16, 2010.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be addressed to Helen Lee, Procurement Analyst at 213-928-9503 or via e-mail at Helen.lee@lacity.org.

Kenneth F. Royster
for Tony M. Royster
General Manager and City Purchasing Agent HHR



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
CITY PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

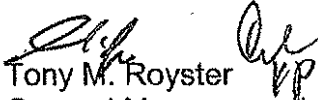
February 12, 2010

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 18
MULTIFUNCTIONAL COPIER/PRINTER

Ricoh U.S. Communities Master Pricing Agreements dated January 28, 2010 and Ricoh U.S. Communities Supply Catalog dated January 28, 2010 have been received and approved by the City Purchasing Agent effective February 10, 2010.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be address to Kitty Pai, Procurement analyst, at 213-928-9522 or via email to kitty.pai@lacity.org.


Tony M. Royster
General Manager and
City Purchasing Agent



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
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TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
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ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

January 21, 2010

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 17
MULTIFUNCTIONAL COPIER/PRINTER

Ricoh U.S. Communities Master Pricing Agreements dated January 12, 2010 and Ricoh U.S. Communities Supply Catalog dated January 12, 2010 have been received and approved by the City Purchasing Agent effective January 21, 2010.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be address to Kitty Pai, Procurement analyst, at 213-928-9522 or via email to kitty.pai@lacity.org.

Tony M. Royster
General Manager and
City Purchasing Agent

CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
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TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
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ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

November 03, 2009

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 16
MULTIFUNCTIONAL PRINTER/COPIER

Ricoh U.S. Communities Master Pricing Agreements dated November 02, 2009 and Ricoh U.S. Communities Supply Catalog dated November 02, 2009 have been received and approved by the City Purchasing Agent effective November 03, 2009.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be addressed to Helen Lee, Procurement Analyst at 213-928-9503 or via e-mail at Helen.lee@lacity.org.

Kenneth Z. ...
for Tony M. Royster
General Manager and
City Purchasing Agent



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
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ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

August 27, 2009

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 15
MULTIFUNCTIONAL PRINTER/COPIER

Ricoh U.S. Communities Master Pricing Agreements dated August 23, 2009 and Ricoh U.S. Communities Supply Catalog dated August 21, 2009 have been received and approved by the City Purchasing Agent effective August 27, 2009.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be addressed to Helen Lee, Procurement Analyst at 213-928-9503 or via e-mail at Helen.lee@lacity.org.

for Tony M. Royster
General Manager and City Purchasing Agent



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
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TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
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ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR




May 06, 2009

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 14
MULTIFUNCTIONAL PRINTER/COPIER

Ricoh U.S. Communities Master Pricing Agreements dated May 04, 2009 and Ricoh U.S. Communities Supply Catalog dated April 28, 2009 have been received and approved by the City Purchasing Agent effective May 06, 2009.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be addressed to Helen Lee, Procurement Analyst at 213-928-9503 or via e-mail at Helen.lee@lacity.org.

for  Tony M. Royster 
General Manager and 
City Purchasing Agent



CITY OF LOS ANGELES
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DEPARTMENT OF
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TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
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ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

March 10, 2009

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 13
MULTIFUNCTIONAL PRINTER/COPIER

Ricoh U.S. Communities Master Pricing Agreements dated March 05, 2009 and Ricoh U.S. Communities Supply Catalog dated March 06, 2009 have been received and approved by the City Purchasing Agent effective March 10, 2009.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be addressed to Helen Lee, Procurement Analyst at 213-928-9503 or via e-mail at Helen.lee@lacity.org.

Kenneth F. Royster
for Tony M. Royster
General Manager and
City Purchasing Agent *Hlr*

CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
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ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

February 4, 2009

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 12
MULTIFUNCTIONAL PRINTER/COPIER

The subject contract line item number 1 is hereby modified as follows, effective September 21, 2007:

Change from: This Line Item is for use exclusively by U S Communities Participating Public Agencies, and is not for use by City of Los Angeles Departments, Bureaus or Commissions.

Change to: This Line Item is for use exclusively by U S Communities Participating Public Agencies, and is not for use by non-proprietary City of Los Angeles Departments, Bureaus or Commissions.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be addressed to Helen Lee, Procurement Analyst at 213-928-9503 or via e-mail at Helen.lee@lacity.org.

for 
Tony M. Royster
General Manager and
City Purchasing Agent *HTL*



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
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TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
CITY PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

January 22, 2009

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 11
MULTIFUNCTIONAL PRINTER/COPIER

Ricoh U.S. Communities Master Pricing Agreements and Ricoh U.S. Communities Supply Catalog dated December 19, 2008 have been received and approved by the City Purchasing Agent effective January 22, 2009.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be addressed to Helen Lee, Procurement Analyst at 213-928-9503 or via e-mail at Helen.lee@lacity.org.

A handwritten signature in black ink, appearing to read "Tony M. Royster".

for
Tony M. Royster #112
General Manager and
City Purchasing Agent



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
CITY PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR




November 26, 2008

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 10
MULTIFUNCTIONAL PRINTER, COPIER

Ricoh U.S. Communities Supply Catalog dated November 19, 2008 has been received and approved by the City Purchasing Agent effective November 26, 2008.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be addressed to Helen Lee, Procurement Analyst at 213-928-9503 or via e-mail at Helen.lee@lacity.org.

for 
Tony M. Royster 
General Manager and 
City Purchasing Agent



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
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ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR



NOVEMBER 14, 2008

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 09
MULTIFUNCTIONAL PRINTER. COPIER

Ricoh U.S. Communities Supply Catalog dated September 15, 2008 has been received and approved by the City Purchasing Agent effective November 14, 2008.

All terms, conditions, and specifications of this contract remain unchanged. Questions regarding this modification should be addressed to Helen Lee, Procurement Analyst at 213-928-9503 or via e-mail at Helen.lee@lacity.org.

for 
Tony M. Royster
General Manager and City Purchasing Agent 



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
CITY PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

September 18, 2008



RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 08
MULTIFUNCTIONAL PRINTER, COPIER

The subject contract is hereby modified as follows, effective July 11, 2008:

1. The current expiration date of September 30, 2010 is changed to September 30, 2012.
2. The Renewal Option clause is deleted.

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Helen Lee, Procurement Analyst, at 213-928-9503 or via e-mail: helen.lee@lacity.org.

for 
Tony M. Royster 
General Manager and *Helen*
City Purchasing Agent



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF
PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

AUGUST 19, 2008

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 07
MULTIFUNCTIONAL PRINTER, COPIER

The subject contract is hereby modified as follows:

1. Line item number 1, Imaging Equipment and related Software, Supplies and Maintenance: Ricoh, Savin, Lanier, in accordance with Ricoh U. S. Communities Master Pricing Agreements and Ricoh U. S. Communities Supply Catalog dated July, 2007, is reinstated, effective July 11, 2008.
2. All other Line items remain cancelled.

All other contract terms and conditions remain unchanged and in force until the contract termination date. Questions regarding this contract modification should be addressed to Helen Lee, Procurement Analyst at 213-928-9503, or via e-mail to helen.lee@lacity.org.


Tony M. Royster

for General Manager and City Purchasing Agent HLR



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

TONY M. ROYSTER
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF THE
CITY PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

February 10, 2009

RICOH AMERICAS CORPORATION
6100 CENTER DRIVE #650
LOS ANGELES, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – REINSTITUTION
OF CONTRACT 58795
MULTIFUNCTIONAL PRINTER, COPIER

The subject contract is hereby reinstated, effective July 11, 2008:

All other line items are cancelled with exception of line item 1 as referenced in Amendment No. 07.

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract reinstatement should be addressed to Helen Lee, Procurement Analyst, at 213-928-9503, or via e-mail to helen.lee@lacity.org.

Handwritten signature of Tony M. Royster in black ink.

for Tony M. Royster
General Manager and
City Purchasing Agent



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

ALVIN Y. BLAIN
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF
PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

March 18, 2008

RICOH AMERICAS CORPORATION
6100 Center Drive, Suite 650
Los Angeles, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 05
MULTIFUNCTIONAL PRINTERS, COPIERS

The description of the following line item is corrected as follows effective March 18, 2008:

Item #	Item/Cat ID	Description	UOM	Price
32	44122107	Segment 5 - Ricoh Aficio MP 9000, Staple Cartridges SC645, 5,000/Box, Part Number 480-0383	BX	\$84.00

Now reads as:

Segment 5 - Ricoh Aficio
MP 9000, Staple Cartridges
SR5000, 5,000/Box,
Part Number 480-0383

The following items are added effective March 18, 2008:

Item #	Item/Cat ID	Description	UOM	Price
32	44122107	Segment 5 - Ricoh Aficio MP 9000, Staple Cartridges SR5000, 5,000/Box, Part Number 480-0383	BX	\$84.00

Staple Cartridges SR5000,
5 X 5,000/Box for a total

R 9/04



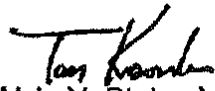
AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER

6

Ricoh Americas Corporation (Cont'd) 58795

Item #	Item/Cat ID	Description	UOM	Price
		yield of 25,000, Part Number 480-0390	BX	\$160.00
33	44122107	Segment 6 - Ricoh Aficio MP 1100, Staple Cartridges SR5000, 5,000/Box, Part Number 480-0383	BX	\$84.00
		Staple Cartridges SR5000, 5 X 5,000/Box for a total yield of 25,000, Part Number 480-0390	BX	\$160.00

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Gwen Weaver, Procurement Analyst, at (213) 928-9521, or via e-mail to Gwendolyn.Weaver@lacity.org.

for

 Alvin Y. Blain *mm*
 General Manager and
 City Purchasing Agent

CITY OF LOS ANGELES
CALIFORNIA

ALVIN Y. BLAIN
GENERAL MANAGER
AND
CITY PURCHASING AGENT



DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 928-9555
FAX NO. (213) 928-9515

ANTONIO R. VILLARAIGOSA
MAYOR

February 29, 2008

RICOH AMERICAS CORPORATION
6100 Center Drive, Suite 650
Los Angeles, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 04
MULTIFUNCTIONAL PRINTERS, COPIERS

The following items are added effective February 29, 2008:

<u>Item #</u>	<u>Item/Cat ID</u>	<u>Description</u>	<u>UOM</u>	<u>Price</u>
06	30190000	Multifunctional Printer/ Copier, Segment 2, Lease, 60 Months Ricoh Aficio MP3010 Including SR 5000 Finisher (Standalone without print/scan option)	MON	\$ 86.75
		Network Connected Unit, Ricoh Aficio MP 3010 (with print/scan option)	MON	\$117.17
		Standalone without print/scan Option with Hard Disk Drive Type 3030	MON	\$ 90.78

The description of the following line items are updated effective February 29, 2008:

<u>Item #</u>	<u>Item/Cat ID</u>	<u>Description</u>	<u>UOM</u>	<u>Price</u>
28	44122107	Segment 1 - Ricoh Aficio MP 2510, Staples, 5,000/Box, Part Number 480-0062	BX	\$33.00



Is amended to read as.



Item #	Item/Cat ID	Description	UOM	Price
		Segment 1 - Ricoh Aficio MP 2510, Staple Cartridges SC645, 5,000/Box, Part Number 480-0062		
29	44122107	Segment 2 - Ricoh Aficio MP 3010, Staples, 5,000/Box, Part Number 480-0062	BX	\$33.00
		Is amended to read as:		
		Segment 2 - Ricoh Aficio MP 3010, Staple Cartridges SC645, 5,000/Box, Part Number 480-0062		
30	44122107	Segment 3 - Ricoh Aficio MP 4500, Staples, 5,000/Box, Part Number 480-0062	BX	\$33.33
		Is amended to read as:		
		Segment 3 - Ricoh Aficio MP 4500, Staple Cartridges SC645, 5,000/Box, Part Number 480-0062		
31	44122107	Segment 4 - Ricoh Aficio MP 5500, Staples, 5,000/Box, Part Number 480-0062	BX	\$33.00
		Is amended to as:		
		Segment 3 - Ricoh Aficio MP 5500, Staple Cartridges SC645, 5,000/Box, Part Number 480-0062		
32	44122107	Segment 5 - Ricoh Aficio MP 9000, Staples, 5,000/Box, Part Number 480-0383	BX	\$84.00

Item #	Item/Cat ID	Description	UOM	Price
		Is amended to read as:		
		Segment 5 - Ricoh Aficio MP 9000, Staple Cartridges SC645, 5,000/Box, Part Number 480-0383		
33	44122107	Segment 6 - Ricoh Aficio MP 1100, Staples, 5,000/Box, Part Number 480-0383	BX	\$84.00
		Is amended to read as:		
		Segment 6 - Ricoh Aficio MP 1100, Staple Cartridges SR5000, 5,000/Box, Part Number 480-0383		
34	44122107	Segment 2 - Ricoh Aficio MPC 3000 SPF, Staples, 5,000/Box, Part Number 480-0391	BX	\$33.00
		Is amended to read as:		
		Segment 2 - Ricoh Aficio MPC 3000 SPF, Staple Cartridges Type S, 5,000/Box, Part Number 480-0391		

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Gwen Weaver, Procurement Analyst, at (213) 928-9521, or via e-mail to Gwendolyn.Weaver@lacity.org.


 Alvin Y. Blain 
 General Manager and
 City Purchasing Agent



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

ALVIN Y. BLAIN
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF
PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

February 8, 2008

RICOH AMERICAS CORPORATION
6100 Center Drive, Suite 650
Los Angeles, CA 90045

**SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 03
MULTIFUNCTIONAL PRINTERS, COPIERS**

The following price changes are effective February 8, 2008:

Item #	Item/Cat ID	Description	UOM	Old Price	New Price
28	44122107	Segment 1 - Ricoh Aficio MP 2510, Staples, 5,000/Box, Part Number 480-0062	BX	\$45.00	\$33.00
29	44122107	Segment 2 - Ricoh Aficio MP 3010, Staples, 5,000/Box, Part Number 480-0062	BX	\$50.00	\$33.00
30	44122107	Segment 3 - Ricoh Aficio MP 4500, Staples, 5,000/Box, Part Number 480-0062	BX	\$45.00	\$33.33
31	44122107	Segment 4 - Ricoh Aficio MP 5500, Staples, 5,000/Box, Part Number 480-0062	BX	\$45.00	\$33.00
32	44122107	Segment 5 - Ricoh Aficio MP 9000, Staples, 5,000/Box, Part Number 480-0383	BX	\$96.00	\$84.00

COPY
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AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER



Ricoh Americas Corporation (Cont'd) 58/95

Item #	Item/Cat ID	Description	UOM	Old Price	New Price
33	44122107	Segment 6 - Ricoh Aficio MP 1100, Staples, 5,000/Box, Part Number 480-0383	BX	\$96.00	\$84.00
34	44122107	Segment 2 - Ricoh Aficio MPC 3000 SPF, Staples, 5,000/Box, Part Number 480-0391	BX	\$50.00	\$33.00

The following line item is cancelled effective February 8, 2008:

Item #	Item/Cat ID	Description	UOM	Price
35	44122107	Segment 2 - Ricoh Aficio MP 3010, Staples, 5,000/Box, Part Number 480-0062 Please use item 29 when ordering this item.	BX	\$50.00

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Gwen Weaver, Procurement Analyst, at (213) 928-9521, or via e-mail to Gwendolyn.Weaver@lacity.org.

Alvin Y. Blain
Alvin Y. Blain
General Manager and
City Purchasing Agent

CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES

ALVIN Y. BLAIN
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF
PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO M. VILLARAIGOSA
MAYOR

January 30, 2008


RICOH AMERICAS CORPORATION
6100 Center Drive, Suite 650
Los Angeles, CA 90045

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 02
MULTIFUNCTIONAL PRINTERS, COPIERS

The following is added to line 18 effective January 30, 2008:

Item #	Item/Cat ID	Description	UOM	Price
18	30190000	Multifunctional Printer/ Copier, Segment 6, Lease, 60 Months Ricoh Aficio MP1100 Including SR 5000 Finisher (Standalone without print/scan option)	MON	\$426.07
		Network Connected Unit, Ricoh Aficio MP 1100 (with print/scan option)	MON	\$464.30

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Owen Weaver, Procurement Analyst, at (213) 828-9521, or via e-mail to Gwendolyn.Weaver@lacity.org.


Alvin Y. Blain
General Manager and
City Purchasing Agent

R 904



AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER



CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
GENERAL SERVICES
ALVIN Y. BLAIN
GENERAL MANAGER AND
CITY PURCHASING AGENT

OFFICE OF
PURCHASING AGENT
ROOM 110, CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA
MAYOR

January 10, 2008

 **COPY**

RICOH AMERICAS CORPORATION
6100 Center Drive, Suite 650
Los Angeles, CA 90045

**SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58795 – AMENDMENT 01
MULTIFUNCTIONAL PRINTERS, COPIERS**

The following items are added effective January 10, 2008:

Item #	Item/Cat ID	Description	UOM	Price
28	44122107	Segment 1 - Ricoh Aficio MP 2510, Staples, 5,000/Box, Part Number 480-0062 End user must order this item directly by calling 1-800-432-9787 or by logging into ricohdirect.com. Everything else must be ordered through Publishing Services Division, Department of General Services	BX	\$45.00
29	44122107	Segment 2 - Ricoh Aficio MP 3010, Staples, 5,000/Box, Part Number 480-0383 End user must order this item directly by calling 1-800-432-9787 or by logging into ricohdirect.com. Everything else must be ordered through Publishing Services Division, Department of General Services	BX	\$50.00
30	44122107	Segment 3 - Ricoh Aficio MP 4500, Staples, 5,000/Box, Part Number 480-0062 End user must order this item directly by calling 1-800-432-9787 or by	BX	\$45.00

KW04



AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER



Ricoh Americas Corporation (Cont'd) 58795

Item #	Item/Cat ID	Description	UOM	Price
		logging into ricohdirect.com. Everything else must be ordered through Publishing Services Division, Department of General Services		
31	44122107	Segment 4 - Ricoh Aficio MP 6500, Staples, 5,000/Box, Part Number 480-0062 End user must order this item directly by calling 1-800-432-9787 or by logging into ricohdirect.com. Everything else must be ordered through Publishing Services Division, Department of General Services	BX	\$45.00
32	44122107	Segment 5 - Ricoh Aficio MP 9000, Staples, 5,000/Box, Part Number 480-0062 End user must order this item directly by calling 1-800-432-9787 or by logging into ricohdirect.com. Everything else must be ordered through Publishing Services Division, Department of General Services	BX	\$96.00
33	44122107	Segment 6 - Ricoh Aficio MP 1100, Staples, 5,000/Box, Part Number 480-0383 End user must order this item directly by calling 1-800-432-9787 or by logging into ricohdirect.com. Everything else must be ordered through Publishing Services Division, Department of General Services	BX	\$96.00
34	44122107	Segment 2 - Ricoh Aficio MP C3000 SPF, Staples, 5,000/Box, Part Number 480-0383 End user must order this item directly by calling 1-800-432-9787 or by logging into ricohdirect.com. Everything else must be ordered through Publishing Services Division, Department of General Services	BX	\$50.00

Ricoh Americas Corporation (Cont'd) 58795

35	44122107	Segment 2 - Ricoh Aficio MP 3010, Staples, 5,000/Box, Part Number 480-0062 End user must order this item directly by calling 1-800-432-9787 or by logging into ricohdirect.com. Everything else must be ordered through Publishing Services Division, Department of General Services	BX	\$45.00
36	30190000	Relocation Charge	EA	\$152.00

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Gwen Weaver, Procurement Analyst, at (213) 928-9521, or via e-mail to Gwendolyn.Weaver@lacity.org.


Alvin Y. Blain
General Manager and
City Purchasing Agent

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name City of Novi				Phone Number	
	DBA Name (if any)				Purchase Order Requisition Number	
	Billing Address 45175 W 10 Mile Rd		City Novi	State MI	Zip 48375	Send Invoice to Attention of:

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule if Necessary)
				See attached Equipment Schedule Attachment 2
Equipment Location (if not same as above)		City	State	Zip
See attached Equipment Schedule				

PAYMENT INFORMATION	Number of Lease Payments 48	Lease Payments: See Lease Payment Schedule Attached as Attachment 1	BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$30,000,000. <input type="checkbox"/> Bank Qualification Elected
	Full Lease Term (in Months) 48	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other _____ End of Lease Option: \$1		

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

- LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.
- TERM.** This Lease is effective on the date that it is accepted and signed by US (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.
- LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.
- CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.
- NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.
- WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.
- DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.		Lessor Signature		Date
	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		Print Name		
	Signature _____ Date _____		Title		
	Title _____		For		
	Print Name _____		DE LAGE LANDEN PUBLIC FINANCE LLC		
	Legal Name of Corporation City of Novi		Lease Number PUB9594		Lease Commencement Date November 22nd, 2010
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)		Vendor I.D. Number E0022			

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$30,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of November 22nd, 2010, between **De Lage Landen Public Finance LLC**, as Lessor, and City of Novi, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee <u>City of Novi</u>
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFDDC055v1

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for De Lage Landen Public Finance LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

Billing Address: _____

Attention: _____
(Name of individual who will process payments)

Telephone Number: _____

FEDERAL ID#: _____

Primary Contact Name: _____

Primary Contact Number: _____

INSURANCE INFORMATION

Insurance Agent: _____

Policy Number: _____

Telephone Number: _____

Fax Number: _____

This form completed by: _____
(Name and Title)

08PFDOC086

Information Return for Tax-Exempt Governmental Obligations

> Under Internal Revenue Code Section 140(e)
> See separate instructions.
Caution: If the issue price is under \$100,000, Use Form 8038-GC

Part I		Reporting Authority	If Amended Return, check here <input type="checkbox"/>
1 Issuer's Name City of Novi		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail is not delivered to street address) 45175 W 10 Mile Rd		Room/Suite	4 Report number (For IRS Use Only)
6 City, town, or post office, state and ZIP code Novi MI 48375		6 Date of issue	
7 Name of Issue State and Local Government Lease-Purchase Agreement dated 11/22/2010		8 CUSIP Number	
9 Name and title of officer or legal representative whom the IRS may call for more information		10 Telephone number of officer or legal representative	

Part II	Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule
11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input checked="" type="checkbox"/> Other. Describe >	18 163988.06
19 If obligations are TANs or RANs, check box 19a <input type="checkbox"/> If obligations are BANs, check box 19b <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>	

Part III	Description of Obligations Complete for the entire issue for which this form is being filed				
	(a) Final Maturity date	(b) Issue Price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/22/2014	163988.06	163988.06	2.09117604 Years	4.259 %

Part IV	Use of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest				22
23	Issue price of entire issue (enter amount from line 21, column (b))				23 163988.06
24	24	0	Proceeds used for bond issuance costs (including underwriters' discount)		
25	25	0	Proceeds used for credit enhancement		
26	26	0	Proceeds allocated to reasonably required reserve or replacement fund		
27	27	0	Proceeds used to currently refund prior issues		
28	28	0	Proceeds used to advance refund prior issues		
29	Total (add lines 24 through 28)				29 0
30	Nonrefunding proceed of the issue (subtract line 29 from line 23 and enter amount here)				30 163988.06

Part V	Description of Refunded Bonds (Complete this part only for refunding bonds)	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI	Miscellaneous	
35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	
	b Enter the final maturity date of the GIC >	
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	
	b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer > and the date of the issue >	
38	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>	
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40	If the issuer has identified a hedge, check box <input type="checkbox"/>	

Signature and Consent

Under the penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

> _____ >

Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer's Use Only	Preparer's signature >	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code >	EIN	Phone no.	

Instructions for Form 8038-G

(Rev. May 2010)



Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Enter at the top of the form "Request for Relief under Section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* below.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely

mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit) and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a

description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are

issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, **and**
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 4. This line is for IRS use only. Do not make any entries in this box.

Line 6. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue.

Line 7. If there is no name of the issue, please provide other identification of the issue.

Line 8. Enter the CUSIP (Committee of Uniform Securities Identification Procedure) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Lines 9 and 10. Enter the name, title, and telephone number of the officer of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person here.

Note. By authorizing a person other than an authorized officer of the issuer to communicate with the IRS and whom the IRS may call for more information with respect to this return, the issuer authorizes the IRS to communicate directly with the individual listed in line 9 and consents to the disclosure of the issuer's return information to that individual, as necessary, in order to process this return.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* on page 1). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Check the box on this line only if lines 11 through 17 do not apply. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* on page 1.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount with respect to the issue exceeds \$15 million

but does not exceed the amount which would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue are or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC.

Line 37a. Enter the amount of this issue used to fund a loan to another governmental unit, the interest of which is tax-exempt.

Line 39. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 40. Check this box if the issuer identified a hedge on its books and records in accordance with Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5). These regulations permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Signature and Consent

An authorized officer of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If authority is granted in line 9 for the IRS to communicate with a person other than an officer of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge

the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer's Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature,
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Privacy Act and Paperwork Reduction Act Notice.

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws. Section 6109 requires paid preparers to provide their identifying number.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:M:P:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this office. Instead, see *Where To File* on page 1.

ATTACHMENT 1 TO
STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

LEASE PAYMENT SCHEDULE

LESSOR: De Lage Landen Public Finance LLC

LESSEE: City of Novi

LEASE NUMBER: PUB9594

LEASE COMMENCEMENT DATE: November 22nd, 2010

	Date	Payment	Interest	Principal	Balance	Purchase Price
Loan	11/22/2010				163,988.06	
1	11/22/2010	3,708.59	0.00	3,708.59	160,279.47	165,087.85
2	12/22/2010	3,708.59	568.90	3,139.69	157,139.78	161,853.97
3	01/22/2011	3,708.59	557.75	3,150.84	153,988.94	158,608.61
4	02/22/2011	3,708.59	546.57	3,162.02	150,826.92	155,351.73
5	03/22/2011	3,708.59	535.35	3,173.24	147,653.68	152,083.29
6	04/22/2011	3,708.59	524.08	3,184.51	144,469.17	148,803.25
7	05/22/2011	3,708.59	512.78	3,195.81	141,273.36	145,511.56
8	06/22/2011	3,708.59	501.44	3,207.15	138,066.21	142,208.20
9	07/22/2011	3,708.59	490.05	3,218.54	134,847.67	138,893.10
10	08/22/2011	3,708.59	478.63	3,229.96	131,617.71	135,566.24
11	09/22/2011	3,708.59	467.17	3,241.42	128,376.29	132,227.58
12	10/22/2011	3,708.59	455.66	3,252.93	125,123.36	128,877.06
13	11/22/2011	3,708.59	444.11	3,264.48	121,858.88	125,514.65
14	12/22/2011	3,708.59	432.53	3,276.06	118,582.82	122,140.30
15	01/22/2012	3,708.59	420.90	3,287.69	115,295.13	118,753.98
16	02/22/2012	3,708.59	409.23	3,299.36	111,995.77	115,355.64
17	03/22/2012	3,708.59	397.52	3,311.07	108,684.70	111,945.24
18	04/22/2012	3,708.59	385.77	3,322.82	105,361.88	108,522.74
19	05/22/2012	3,708.59	373.97	3,334.62	102,027.26	105,088.08
20	06/22/2012	3,708.59	362.14	3,346.45	98,680.81	101,641.23
21	07/22/2012	3,708.59	350.26	3,358.33	95,322.48	98,182.15
22	08/22/2012	3,708.59	338.34	3,370.25	91,952.23	94,710.80
23	09/22/2012	3,708.59	326.38	3,382.21	88,570.02	91,227.12
24	10/22/2012	3,708.59	314.37	3,394.22	85,175.80	87,731.07
25	11/22/2012	3,708.59	302.32	3,406.27	81,769.53	84,222.62
26	12/22/2012	3,708.59	290.23	3,418.36	78,351.17	80,701.71
27	01/22/2013	3,708.59	278.10	3,430.49	74,920.68	77,168.30
28	02/22/2013	3,708.59	265.92	3,442.67	71,478.01	73,622.35
29	03/22/2013	3,708.59	253.70	3,454.89	68,023.12	70,063.81
30	04/22/2013	3,708.59	241.44	3,467.15	64,555.97	66,492.65
31	05/22/2013	3,708.59	229.14	3,479.45	61,076.52	62,908.82
32	06/22/2013	3,708.59	216.79	3,491.80	57,584.72	59,312.26
33	07/22/2013	3,708.59	204.39	3,504.20	54,080.52	55,702.94
34	08/22/2013	3,708.59	191.95	3,516.64	50,563.88	52,080.80
35	09/22/2013	3,708.59	179.47	3,529.12	47,034.76	48,445.80
36	10/22/2013	3,708.59	166.95	3,541.64	43,493.12	44,797.91
37	11/22/2013	3,708.59	154.37	3,554.22	39,938.90	41,137.07
38	12/22/2013	3,708.59	141.76	3,566.83	36,372.07	37,463.23
39	01/22/2014	3,708.59	129.10	3,579.49	32,792.58	33,776.36
40	02/22/2014	3,708.59	116.39	3,592.20	29,200.38	30,076.39
41	03/22/2014	3,708.59	103.64	3,604.95	25,595.43	26,363.29
42	04/22/2014	3,708.59	90.85	3,617.74	21,977.69	22,637.02
43	05/22/2014	3,708.59	78.01	3,630.58	18,347.11	18,897.52

44	06/22/2014	3,708.59	65.12	3,643.47	14,703.64	15,144.75
45	07/22/2014	3,708.59	52.19	3,656.40	11,047.24	11,378.66
46	08/22/2014	3,708.59	39.21	3,669.38	7,377.86	7,599.20
47	09/22/2014	3,708.59	26.19	3,682.40	3,695.46	3,806.32
48	10/22/2014	3,708.59	13.13	3,695.46	0.00	0.00
Grand Totals		178,012.32	14,024.26	163,988.06		0.00

APPROVED: CITY OF NOVI

SIGNATURE: _____

SIGNED BY: _____

ATTACHMENT 2 TO
STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT SCHEDULE

LESSOR: De Lage Landen Public Finance LLC

LESSEE: City of Novi

LEASE NUMBER: PUB9594

LEASE COMMENCEMENT DATE: November 22nd, 2010

ALL RICOH COPIERS LISTED BELOW INCLUDE PAPER BANK, FINISHER, PRINT, AND SCAN.

Location	Model	Serial #
Assessing Department 45175 W. Ten Mile Road Novi, MI 48375	MP3351	
Building Department 45175 W. Ten Mile Road Novi, MI 48375	MP3351	
HR Department 45175 W. Ten Mile Road Novi, MI 48375	MPC2050	
City Clerk 45175 W. Ten Mile Road Novi, MI 48375	MP6001	
City Manager 45175 W. Ten Mile Road Novi, MI 48375	MP3351	
DPW 26300 Delwal Drive Novi, MI 48375	MPC3300	
Finance Department 45175 W. Ten Mile Road Novi, MI 48375	MP3351	
Fire Station 1 42975 Grand River Avenue Novi, MI 48375	MP3351	
Fire Station 4 49375 W. Ten Mile Road Novi, MI 48374	MP3351	
Meadowbrook Commons/Senior Center 25075 Meadowbrook Drive Novi, MI 48375	MPC4000	

Location	Model	Serial #
Parks, Recreation & Forestry 45175 W. Ten Mile Road Novi, MI 48375	MPC6501	
Planning/PRC 45175 W. Ten Mile Road Novi, MI 48375	MP3351	
Police - Admin 45125 W. Ten Mile Road Novi, MI 48375	MPC4000	
Police - Detectives 45125 W. Ten Mile Road Novi, MI 48375	MPC3300	
Police - Dispatch 45125 W. Ten Mile Road Novi, MI 48375	MP3351	
Police - Records 45125 W. Ten Mile Road Novi, MI 48375	MP6001	
Print Shop 45175 W. Ten Mile Road Novi, MI 48375	MPC6501	
Treasury Department 45175 W. Ten Mile Road Novi, MI 48375	MP3351	

APPROVED: CITY OF NOVI

SIGNATURE: _____

SIGNED BY: _____

**MICHIGAN ADDENDUM
TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT**

(State Agencies)

LESSOR: De Lage Landen Public Finance LLC

LESSEE: City of Novi

LEASE NUMBER: PUB9594

LEASE DATE: November 22nd, 2010

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. Section 8 of the Lease is hereby deleted and the following Section 8 is hereby inserted in lieu thereof:

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. During the term of this Lease, title to the Equipment shall be retained by US, except for those modifications that YOU add to the Equipment that can be removed without damaging the Equipment. YOU will not have any right, title or interest in the Equipment except as expressly set forth in this Lease. If YOU are in default of this Lease, or this Lease is terminated for any reason other than pursuant to Section 17, YOU will, at your cost and expense, peaceably deliver the Equipment to US at the location or locations specified by US. Upon YOUR exercise of the purchase option pursuant to Section 17 or payment in full of all Lease Payments under this Lease, title to the Equipment will immediately and without further action by US vest in YOU, AS IS, WHERE IS, without warranty, express or implied, free and clear of any claim by or through US. It is the intent of both parties that any transfer of title to YOU pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. WE will, nevertheless, execute and deliver any such instruments as YOU may request to evidence such transfer. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE	City of Novi	
	Legal Name of Lessee	
	Signature	Date
	By	
	Print Name	
	Title	
	(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

LESSOR SIGNATURE	Name of Lessor	
	De Lage Landen Public Finance LLC	
	Lessor Signature	Date
	By	
	Print Name	
	Title	
	Lease Number	
	PUB9594	

INVOICE

De Lage Landen Public Finance LLC
1111 Old Eagle School Road
Wayne, PA 19087

Invoice Number PUB 9594

Invoice Date: November 1st, 2010

Bill To: City of Novi

<u>Description</u>	<u>Base Payment</u>	<u>Sales Tax</u>	<u>Total Payment</u>
ADVANCE LEASE PAYMENT	\$3,708.59		\$3,708.59

\$3,708.59 due 11/22/2010

Remit To:

DE LAGE LANDEN PUBLIC FINANCE LLC
1111 Old Eagle School Road
Wayne, PA 19087
Attn.: Timothy M. Johnson



Quote: 722492

ORDER AGREEMENT

RICOH BUSINESS SOLUTIONS

DATE: 11/1/2010		TYPE OF SALE: LSI1	
AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED			
SHIP TO		BILL TO	
Salesrep Name and Number: Ron Angell 22012044		Salesrep Name and Number: Ron Angell 22012044	
Install Branch Number: 138 - Midwest Region	Install Branch Name: 138 - Midwest Region	Order Taking Branch Number: 138 - Midwest Region	Order Taking Branch Name: 138 - Midwest Region
Account Number:		Account Number:	
Customer Name: City of Novi		Customer Name: City of Novi	
Address Line1: 45125 10 Mile Road		Address Line1: 45125 10 Mile Road	
Address Line2:		Address Line2:	
City: Novi		City: Novi	
County: Oakland	ST/ZIP: MI / 48375	County: Oakland	ST/ZIP: MI / 48375
Contact:		Contact:	
Phone/Fax: (248) 347-0456 / 2487355682		Phone/Fax: (248) 347-0456 / 2487355682	
email:		email:	
BILLING INFORMATION			
Lease Approval #	Party #	NATL/GSA Contract # COMMERCIAL -	Tax Exempt #
Billing Method Arrears	Bill Start Date	PO #	PO Limit \$0.00
			PO Expire Date

SERVICE INFORMATION			
Meter Collection Method @ Remote	Service Location 138 - Midwest Region	Service Term 48	Service Zone 01
Meter Frequency Quarterly	Bill Frequency Monthly	Lease Service Billed Separately	Monthly Minimum Meter 0

Product ID	Description	Quantity
RMP3351SP	Aficio MP 3351SP	
415248	Ricoh Aficio MP 3351SP	9
414127	1 Bin Tray BN 3030	9
414143	ARDF DF 3030	9
413673	2 Tray Paper Bank (PB3030)	9
413955	DataOverwriteSecurity Unit Type I	9
415285	Fax Option Type 3351	9
412730	SR790 1,000 Sheet Finisher	9
9908612	Network Connectivity	9
414125	Bridge Unit BU 3020	9
9908663	Connectivity	9
SVC-BRONZE	Labor, Parts, Black Toner Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0059 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER.	9
RMP6001SP	Aficio MP 6001SP	
414788	Aficio MP 6001SP	2
412203	Tab sheet Holder Type 3260	2

ORDER AGREEMENT RICOH BUSINESS SOLUTIONS

412209	Punch Unit Type 3260	2
414002	Data Overwrite Security Unit Type H	2
404230	VM Card Type J	2
414957	SR4030 Finisher	2
9908663	Connectivity	2
SVC-BRONZE	Labor, Parts, Black Toner Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0059 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER.	2
RMPC2050SPF	Aficio MP C2050SPF	
414922	MP C2050SPF	1
415016	FAC43 Cabinet	1
414710	VM Card Type I	1
9908651	BC Print Connectivity	1
414620	Internal Finisher Type C2550	1
414635	512 MB Memory Unit Type I	1
SVC-SILVER	Labor, Parts, Black Toner, Color Toner Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0059 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.053 IN EXCESS OF 0.0 PER QUARTER.	1
413955	DataOverwriteSecurity Unit Type I	1
RMPC3300SPF	Aficio MP C3300SPF	
414829	MP C3300SPF	2
415002	2 Tray Paper Bank (PB3040)	2
414175	Bridge Unit BU3030	2
414002	Data Overwrite Security Unit Type H	2
414718	Inner 1 Bin Tray (BN3070)	2
414710	VM Card Type I	2
9908651	BC Print Connectivity	2
412730	SR790 1,000 Sheet Finisher	2
SVC-SILVER	Labor, Parts, Black Toner, Color Toner Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0059 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.053 IN EXCESS OF 0.0 PER QUARTER.	2
RMPC6501SP	Aficio MP C6501SP	
415182	Aficio MP C6501	2
414002	Data Overwrite Security Unit Type H	2

ORDER AGREEMENT RICOH BUSINESS SOLUTIONS

415195	PostScript3 Unit Type C7501	2
9908651	BC Print Connectivity	2
412209	Punch Unit Type 3260	2
412213	Cover Interposer Tray Type 3260	2
414950	SR4040 Finisher	2
SVC-SILVER	Labor, Parts, Black Toner, Color Toner Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0059 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.053 IN EXCESS OF 0.0 PER QUARTER.	2
412203	Tab sheet Holder Type 3260	2
	IT Services	
	Software & Enablers	
003557MIU	Equitrac Office 4: Suite	1
SVC-0018//003557MIU	Software - Standard Toner Included: BLACK AND WHITE COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER.	1
	Software & Enablers	
003561MIU	EO4/EE4: Print Server	2
SVC-0018//003561MIU	Software - Standard Toner Included: BLACK AND WHITE COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER.	2
	Software & Enablers	
002914MIU	Print and Copy Control V3 & V4, 10 MFP Pack	2
SVC-0018//002914MIU	Software - Standard Toner Included: BLACK AND WHITE COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER.	2
	Software & Enablers	
003556MIU	PCC USB Card Reader (HID)	17
RMPC4000SPF	Aficio MP C4000SPF	
414836	MP C4000SPF	2
415002	2 Tray Paper Bank (PB3040)	2
414175	Bridge Unit BU3030	2
414002	Data Overwrite Security Unit Type H	2
414718	Inner 1 Bin Tray (BN3070)	2
414710	VM Card Type I	2
9908651	BC Print Connectivity	2
412730	SR790 1,000 Sheet Finisher	2
SVC-SILVER	Labor, Parts, Black Toner, Color Toner Toner Included: Inclusive	2



Quote: 722492

ORDER AGREEMENT

RICOH BUSINESS SOLUTIONS

	BLACK AND WHITE COPY CHARGE OF \$0.0059 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.053 IN EXCESS OF 0.0 PER QUARTER.	
	[4013334] Network Services Implementation 36.	1
SHIPPING & HANDLING	Shipping/Handling	1

Message		Sales Sub Total \$0.00		Service Sub Total \$0.00
Sub Total \$0.00	Taxes \$0.00	Order Total \$0.00	Less Down Payment \$0.00	Amount Due \$0.00

If no amount of taxes is shown above, applicable tax amounts will be determined and reflected on each invoice. In addition, any taxes shown above are estimated. Actual tax amounts, which may differ from the amounts stated above, will be determined and reflected on the invoice.



Quote: 722492

ORDER AGREEMENT

RICOH BUSINESS SOLUTIONS

Accepted: RICOH AMERICAS CORPORATION 5 DEDRICK PLACE WEST CALDWELL, NJ 07006		Customer Name: City of Novi	
By:	Title:	By:	Title:
		Print Name:	
Date Accepted:		Date Signed:	
Customer acknowledges that it has received copies of the Terms and Conditions of Sale or Lease Agreement and Maintenance Agreement, as applicable to this Order Agreement and acknowledges that such Terms and Conditions are incorporated into this Order Agreement.			

UNCONDITIONAL GUARANTY

In consideration of Ricoh entering into the above Order Agreement (the "Agreement") in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Ricoh, its successors and assigns, the prompt payment and performance of all obligations under the above Agreement, which shall include all payments due under any Lease Agreement. The undersigned agree that (a) this is a guaranty of payment and not of collection, and that Ricoh can proceed directly against the undersigned without disposing of any security or seeking to collect from Customer, (b) the undersigned waive all defenses and notices, including those of protest, presentment and demand, (c) Ricoh may renew, extend or otherwise change the terms of the Agreement without notice to the undersigned and the undersigned will be bound by such changes, and (d) the undersigned will pay all of Ricoh's costs of enforcement and collection. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY. THIS GUARANTY WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

Personal:	Personal:
By: _____ (Individually)	By: _____ (Individually)
Address: _____	Address: _____
Social Security Number: _____	Social Security Number: _____
Date of Birth (MM/DD/YYYY): _____	Date of Birth (MM/DD/YYYY): _____
Witness: _____	Witness: _____

ORDER AGREEMENT RICOH BUSINESS SOLUTIONS

GENERAL TERMS AND CONDITIONS

- 1. Orders.** Customer may acquire products and maintenance services from Ricoh Americas Corporation ("Ricoh") by executing and delivering to Ricoh an Order Form for acceptance. If Customer has elected to execute a Lease Agreement, Customer shall be deemed to have consented to the assignment of the Lease Agreement and the Equipment by Ricoh to a third party Lessor and to enter into the Lease Agreement with such Lessor. These General Terms and Conditions shall be incorporated by reference into any Order Form, Lease Agreement or Maintenance Agreement; provided, however, that, in the event of any conflict between the terms of the Lease Agreement and these General Terms and Conditions, the terms of the Lease Agreement shall control and provided further that in the event that the Lease Agreement is assigned to a third party Lessor, the Lessor shall not be obligated to perform any of Ricoh's obligations under the General Terms and Conditions or Maintenance Terms and Conditions.
- 2. Pricing and Charges/Payment Terms.** Pricing for Maintenance Services may be adjusted by Ricoh on or after each one-year anniversary of the effective date of the Maintenance Agreement in an amount not to exceed twelve percent (12%). Unless otherwise specified in any Order Form, payment to Ricoh for products shall be net thirty (30) days from date of invoice. Customer shall pay Ricoh interest on any past due payment at the highest rate permitted by applicable law, not to exceed 1.5% per month.
- 3. Taxes.** Customer shall pay all sales and use taxes, personal property taxes and all other taxes and charges relating to the purchase, ownership, delivery, lease, possession or use of the Equipment or the provision of Maintenance Services, with the exception of any taxes on or measured by Ricoh's and/or Lessor's net income.
- 4. Limited Warranties.** Ricoh warrants to Customer that Maintenance Services shall be performed by Ricoh in a workmanlike manner and in accordance with industry standards. Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply (a) if the Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, or, (b) if the Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Equipment, or (d) if the Equipment is relocated to any place where Ricoh services are not available. **CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT. THE WARRANTIES EXPRESSED HEREIN ARE EXCLUSIVE AND RICOH HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**
- 5. Limitation of Liability.** NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH SUCH PARTY) FOR LOST PROFITS, LOSS OF REVENUE, OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR ANY ORDER, OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THE AMOUNT OF ANY LIABILITY OF RICOH TO CUSTOMER OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PROVISION OF PRODUCTS AND THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.
- 6. Governing Law.** These General Terms and Conditions and the Maintenance Terms and Conditions below shall be construed in accordance with and governed by the substantive laws of the State of New Jersey, without regard to its conflicts of laws principles.
- 7. Entire Agreement.** These General Terms and Conditions and the Maintenance Terms and Conditions below constitute the entire agreement between the parties with respect to their subject matter and supersede all proposals, oral or written, and all other communications between the parties in relation to the Equipment. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in these General Terms and Conditions and any Order Form, Lease Agreement and/or Maintenance Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative that differ in any way from the terms of these General Terms and Conditions and any Order Form, Lease Agreement and/or Maintenance Agreement shall be given no force or effect.

MAINTENANCE TERMS AND CONDITIONS

- 1. Maintenance Service.** Ricoh agrees to provide to Customer, during Ricoh's normal business hours, the maintenance service necessary to keep the Equipment in, or restore the Equipment to, good working order in accordance with Ricoh's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual Equipment, as determined by Ricoh, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by the Customer, Ricoh shall have a reasonable time within which to respond. Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Ricoh. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Ricoh. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment. If available, maintenance service requested and performed outside Ricoh's normal business hours will be charged to the Customer at Ricoh's applicable time and material rates and terms then in effect, unless Ricoh and Customer have a written agreement providing for after-hours maintenance service. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. For purposes of these Maintenance Terms and Conditions, Equipment excludes any software and documentation described on the Order Form and/or incorporated or integrated in the Equipment.
- 2. Exclusions To Maintenance Service.** Maintenance service provided by Ricoh under this Agreement does not include: (a) Repair of damage or increase in service time caused by failure of Customer to provide continually a suitable installation environment with all facilities prescribed by Ricoh, including, but not limited to, the failure to provide, or the failure of, adequate electrical power, air-conditioning, or humidity-control; (b) Repair of damage or increase in service time caused by: accident; disaster, which shall include but not be limited to fire, flood, water, wind, and lightning; and earthquake; neglect; power transients; abuse or misuse; failure of the Customer to follow Ricoh's published operating instructions; and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh; (c) Repair of damage or increase in service time caused by use of the Equipment for purposes other than those for which designed; (d) Replacement of parts which are consumed in normal Equipment operation, unless specifically included; (e) Furnishing supplies or accessories, painting or refinishing the Equipment or furnishing the material therefore, inspecting altered Equipment, performing services connected with relocation of Equipment or adding or removing accessories, attachments or other devices; (f) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies; (g) Complete unit replacement or refurbishment of the Equipment; (h) Electrical work external to the Equipment or maintenance of accessories, attachments, or other devices not furnished by Ricoh; (i) Increase in service time caused by Customer denial of full and free access to the Equipment or denial of departure from Customer's site. The foregoing excluded items, if performed by Ricoh, will be charged to Customer at Ricoh's applicable time and material rates then in effect.
- 3. Invoicing.** Charges for maintenance service hereunder will consist of a Basic Maintenance Charge, any applicable zone charge, and, if applicable, Meter Charges as stated below in this Agreement. In addition, Customer shall be responsible for paying all shipping and handling charges for toner, even if this Agreement is a toner inclusive contract as set forth on the Ricoh Order Form, in accordance with the terms stated on the invoice. The Basic Maintenance Charge may be invoiced in advance. The Meter Charge (if applicable) or other maintenance charges will be invoiced periodically in arrears. The Basic Maintenance and Meter Charges for a partial month's service will be prorated on the basis of a thirty (30) day month. Payment is required within the period stated on the invoice.
- 4. Engineering Changes.** Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at Customer's request at Ricoh's applicable time and material rates and terms then in effect.
- 5. Indemnification.** Except as otherwise provided in Section 5 of the General Terms and Conditions, Ricoh agrees to indemnify and hold Customer harmless from and against any loss, cost, damage, claim, expense, or liability as a result of injury or death of any person or damage to any personal property of Customer which such personal injury or damage arises out of or in connection with the sole negligence of Ricoh or its employees in the performance of this Agreement, provided Ricoh receives prompt written notice of such personal injury or damage, and provided further that Ricoh shall have the sole control of the defense of any such action and all negotiations for its settlement or compromise.
- 6. Term and Termination.** This maintenance agreement shall extend for a period of one (1) year from its commencement date and shall automatically renew for additional one (1) year period unless notice of nonrenewal is provided by either party within thirty (30) days of the initial or any renewal term. Notwithstanding the above, either party may terminate a maintenance agreement for failure of the other to comply with any of its terms and conditions in the event such noncompliance is

ORDER AGREEMENT RICOH BUSINESS SOLUTIONS

not cured within thirty (30) days after the provision of notice of such noncompliance. Maintenance service performed by Ricoh after the termination of a maintenance agreement shall be charged to Customer at Ricoh's applicable time and material rates and terms then in effect. Ricoh may suspend performance under any maintenance agreement if Customer is in default or in arrears in payments to Ricoh under this or any other agreement.

7. Meter Charges. If applicable, Customer also shall pay the monthly meter charges listed on the Order Form for each copy made on Equipment subject to this Agreement. The initial quarter following installation will include the first partial month (if applicable) and meter charges for such partial month will be prorated. Meter readings shall be provided on a quarterly basis by Customer at the request of Ricoh.

8. Supplies. If supplies are included in the service provided under this Agreement, Ricoh will supply black toner, ink and developer, unless otherwise stated in this Agreement, to Customer based upon normal yields. If Customer's usage of the supplies exceeds the normal yields for the equipment being serviced, Ricoh will invoice and Customer agrees to pay, for the excess supplies at Ricoh's current retail prices then in effect.

9. @Remote Services. Ricoh may, at its discretion and dependant upon device capabilities, provide remote meter reading and equipment monitoring services using its @ Remote solution. This may allow for the automation the meter reading and submission process, automatically place low toner alerts, automatically place service calls in the event of a critical device failure and to enable firmware upgrades. The meter count and other information collected by @ Remote ("Data") is sent on the Internet to remote servers some of which may be located outside the U.S. **@Remote cannot and does not collect your document content or user information.** Ricoh uses reasonably available technology to maintain the security of the Data; however, you acknowledge that no one can guaranty security of information maintained on computers and on the Internet. Ricoh retains full rights to the Data (but not your documents or information), which it or its authorized third parties may use to service your equipment. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies you. Ricoh may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to @Remote.

10. Customer Obligations. Customer shall provide a proper place for the Equipment in accordance with the environmental specifications of the manufacturer. Customer shall provide "360 degree" service access to the Equipment subject to Customer's usual security procedures and shall use the Equipment in accordance with the instructions of the manufacturer.

11. Use of Ricoh Recommended Supplies. Ricoh products are designed to provide optimal performance with Ricoh recommended supplies, including toner, developer and fuser oil. In the event Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, Ricoh may, at its option assess a surcharge or terminate any maintenance obligations. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition that Customer use only Ricoh brand supplies.

12. Data Management Services. Notwithstanding anything to the contrary set forth in this Agreement, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Products and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer.



RICOH AMERICAS CORPORATION
Five Dedrick Place
West Caldwell, NJ 07006
Phone: 973-882-2000
Fax: 973-882-5840

Addendum to the agreement entered into with the City of Novi November 8, 2010

Items:

1. Ricoh will remove and replace the HDD on each of the old equipment for a cost of \$350.00 per machine. The work will be completed by Ricoh Service Personnel. At the completion of the exchange the City of Novi will verify all machines are in working order to be picked up by Wulff Enterprises.
2. Ricoh will extend the current service contract at current pricing until new machines are in place.
3. Ricoh will provide service to the new Ricoh machines for the term of 48 months at the fixed cost per copy of .0059 for black and white and .053 for color for the term of the lease.
4. At the term of the lease Ricoh will pick up all equipment from the City of Novi and remove it at no cost to the city.
5. Ricoh will meet with the City of Novi at its facilities (on-site) on a quarterly basis to review service levels to ensure complete customer satisfaction at all times. Any deficiencies in service levels will be identified, documented, and an improvement plan will be created and revisited at each successive quarterly review meeting to ensure resolution of any service related issues.

Ricky Haitaian
Strategic Account Sales Manager
Ricoh Business Solutions

City of Novi