

# CITY OF LODI

# COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt a resolution authorizing Library staff to utilize terms of Contract #TMCC01 between Contra Costa County and Taylor Made Digital Systems of Livermore to purchase a Ricoh 1027 digital copier (\$9,161)

**MEETING DATE:** April 3, 2002

**PREPARED BY:** Library Services Director

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**RECOMMENDED ACTION:** That the City Council adopt a resolution authorizing Library staff to utilize terms of Contract #TMCC01 between Contra Costa County and Taylor Made Digital Systems of Livermore to purchase a Ricoh 1027 digital copier (\$9,161)

**BACKGROUND INFORMATION:** In the FY 2001-2003 budget request packet, the library requested funding in the amount of \$9,800 for a digital copier for library staff use and a year's maintenance. At the July 16, 2001 Library Board of Trustees meeting, the board gave library administration the directive to proceed with developing specifications for the copier. A committee of staff members was appointed to research and develop specifications for the staff copier.

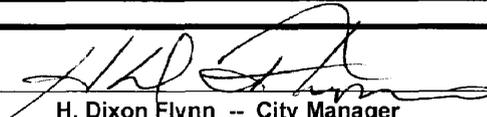
At the recommendation of the committee, the Ricoh Aficio 1027 digital copier was chosen for its flexibility to perform both network printing and digital copying. The committee then searched for a suitable negotiated contract to obtain the best pricing for the copier.

At their March 11, 2002 meeting the Library Board of Trustees authorize library administration to participate in the contract agreement arranged by Contra Costa County with Taylor Made Digital Systems, Inc. for the purchase of a Ricoh Aficio 1027 digital copier. After negotiating approximately 7% better pricing than the CMAS Contract for Ricoh digital copy machines, Contra Costa County signed Contract #TMCCC01 with Taylor Made Digital Systems, Inc. to supply the county and its various agencies with a range of Ricoh products over a 36-month period. Contra Costa County agreed "to extend its Taylor Made Contract #TMCCC01 for use by any California public agency that desires to participate in this agreement." Similar to the CMAS program that the city uses for purchasing personal computers, Contract #TMCCC01 provides established prices for all Ricoh models and accessories. Using the Taylor Made/Contra Costa County contract allows the library staff the flexibility to select product options and services according to the staff's needs. The current negotiations stipulate a two year maintenance period (or 120,000 copies) for the \$1,500 charge.

Funding:                      \$9,161                      Private Sector Trust

  
\_\_\_\_\_  
Nancy Martinez  
Library Services Director

APPROVED: \_\_\_\_\_

  
H. Dixon Flynn -- City Manager

- 1) Original Term: This pricing agreement shall become effective upon acceptance by Contra Costa County and Taylor Made Digital Systems. This agreement may only be modified or amended upon mutual agreement between Contra Costa County and Taylor Made Digital Systems by written document subject to any required County, State, or Federal approval.
- 2) Agreement Terms: All copier/printer pricing will be either a 36 Month Lease or Cash Purchase. Outside agencies may purchase with other leasing options available to them based upon purchase (cash) price of agreement. Cash or 12 Month \$1.00 Lease Option is available for facsimile only.
- 3) Equipment: All equipment will be NEW.
- 4) Maintenance and Supplies: All rentals shall include a cost per copy for service and supplies for each listed system excluding paper. This cost per copy will be billed in arrears quarterly based upon actual usage of the system
- 5) Installation and removal charges: No charge
- 6) Movement Charges: As quoted by Taylor Made Digital Systems on a case-by-case basis.
- 7) Method of Ordering: Each purchase order must contain a complete product description and bear reference to this agreement. This is the Taylor Made Digital Systems Contra Costa County Agreement 2001 or TMCC01.
- 8) Invoicing: All equipment will be billed monthly or quarterly in advance. Maintenance and supplies will be billed quarterly in advance. The county shall agree that all meter readings will be turned in no later than the first business day of the following calendar month.
- 9) Delivery: Within 15 days after receipt of an approved purchase order.
- 10) Maintenance: To be performed by Taylor Made Digital Systems. Response time will be within 1-4 hour time frame.

**General Terms and Conditions:**

This Document constitutes a pricing agreement for digital copiers, printing and facsimile systems between Contra Costa County and Taylor Made Digital Systems.

**Taylor Made Digital System Pricing Agreement for The County of Contra Costa**

**Addendum to Original Contract Dated 8/06/01**

Digital Imaging Systems, Color Copiers, Network Printers, Fax Machines, Network Services.

288 Lindbergh Ave  
 Livermore, CA 94550  
 Ph: (925) 245-9500  
 Fax: (925) 245-9400  
 www.taylormadedigital.com



**11) Product Substitutions / Discontinuations:** Products can be substituted with county approval and initialed by Contra Costa County. Automatic substitutions are not allowed. Taylor Made Digital Systems can withdraw its offering of discontinued systems at any time. In the event it becomes necessary to amend this agreement in order to add or delete products / services, a complete new price list will be provided by the Taylor Made Digital Systems.

**12) Upgrades / Downgrades:** the County (Division of Purchasing) has the ability to upgrade or downgrade to their needs with Taylor Made Digital Systems. Downgrades are limited to 15% of the total original monthly base payment for all machines under this contract with the county.

**13) Reports:** Usage reports will be furnished along with a spreadsheet of all products for each of the County's locations.

**14) Public Agencies Clause:** All public agencies in the State of California who desire to participate in this agreement are hereby given permission by the County of Contra Costa and Taylor Made Digital Systems. Invoicing shall be provided in a fashion mutually agreed upon by Taylor Made Digital Systems and the participating public agency. The County of Contra Costa assumes no liability or payment guarantee for any units provided to the participating agencies.

**15) Equipment Performance Guarantee:** The equipment in this agreement shall perform to the manufacturer's specifications for a minimum of 95% of the available work time. Any equipment that does not meet this standard for any 30 consecutive workdays during the agreement period shall be replaced with an equal or better model. Such replacement shall be at no additional cost to the customer, except for the remaining term of their initial agreement.

**16) Termination:**

**A) Written Notice:** This agreement may be terminated by either party, at their sole discretion, upon thirty-day (30) advanced written notice thereof to the other and may be cancelled immediately upon written mutual consent.

**B) Failure to Perform:** The County (Division of Purchasing), upon written notice to Taylor Made Digital System, may immediately terminate this agreement should Taylor Made Digital System fail to perform properly any of its obligations hereunder.

**C) Cessation of Funding:** In the event that Federal, State, County, Grant funding for this agreement ceases, this agreement is terminated immediately without notice and without penalty to the County. In the event no funds or insufficient funds are appropriated and budgeted in any Fiscal Year for payments due under this agreement for the then current or succeeding Fiscal Year during the term, aforesaid, this agreement shall create no obligation on the County as to such current or succeeding Fiscal Year except as to the portions of payment herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damages shall accrue to the benefit of Taylor Made Digital Systems, its successors, and assigns, as to that portion of this agreement which may so become unenforceable.

**D) Termination for Convenience:** The County (Division of Purchasing) may terminate any product schedule from this agreement under this price agreement during the original rental

term by paying termination charges equal to 15% of the remaining monthly base payment amounts for the term of the contract.

**17) Year 2000 Compliance:** Taylor Made Digital System warrants and represents to the county that all software/ firmware/ hardware/ equipment and systems distributed, installed, or programmed by Taylor Made Digital System pursuant to this agreement are Year 2000 compliant.

**18) Compliance with Law:** Taylor Made Digital Systems shall be subject to and comply with all Federal, State, County, and local laws and regulations applicable with respect to its performance under this agreement including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment and nondiscrimination. Subject to, but not limited to, the Fair Labor Standards Act of 1938 as amended; Executive orders and rules and regulations of the President's Committee on Equal Employment Opportunity; and the California Occupational Safety and Health Act of 1973 (CAL-OSHA)

**19) Disputes:** Disagreements between Taylor Made Digital Systems and the County concerning meaning, requirement, or performance of this agreement shall be subject to final determination in writing by the County's General Services Department, purchasing division in accordance with the applicable procedures (if any) required by the County of Contra Costa, State of California, or Federal Government.

**20) Conflicts of Interest:** Taylor Made Digital Systems, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded to them by this agreement to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100 at seq., or otherwise.

**21) Indemnify:** Taylor Made Digital System agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, demands and judgments made or recovered against the County for damages to real, tangible, or personal property, including injury or death, in connection with this agreement to the extent such damage, injury, or death was caused by negligence, intentional, or willful misconduct of Taylor Made Digital Systems during the operations in connection with the performance of work or duties undertaken as a result of the acceptance of this agreement.

**22) Choices of Law:** This agreement is made in the County of Contra Costa and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Contra Costa, State of California.

**23) Endorsements:** Taylor Made Digital Systems shall not in its capacity as a Supplier with the County publicly endorse or oppose the use of, or attribute qualities or lack of qualities of, any particular brand name or commercial product / services without prior approval of the County's Board of Supervisors. In its County supplier capacity, Taylor Made Digital Systems shall not participate or appear in any commercially produced advertisements designed to promote a brand name or commercial product / service. Notwithstanding the foregoing, Taylor Made Digital Systems may express its views on products / services to other suppliers, County officers, Board of Supervisors, and others who may be authorized by the County or by law to receive such views relating to this agreement.

24) **Inspection:** Taylor Made Digital Systems' performance, place of business, and records pertaining to this agreement are subject to monitoring, inspection, review, and audit by authorized representatives of the County, State of California, and Federal Government.

25) **Records:** Taylor Made Digital Systems shall keep and make available for inspection and copying by authorized representatives of the County, State of California, and Federal Government, it's regular business records and such additional records pertaining to this agreement as may be required by the County. Taylor Made Digital Systems shall retain all documents pertaining to this agreement for five (5) years from the Agreement ending date and for any further period that is required by law.

26) **Quantities:** This agreement does not obligate funds. The County estimates but does not guarantee that the volume of purchases pursuant to this agreement will be \$ 0

27) **Subcontract:** Taylor Made Digital Systems may not subcontract of any services without the County's written permission.

**28) Non-Renewal and Extension:**

A) Taylor Made Digital Systems understands and agrees that there is no representation, implication, or understanding that the products/ services provided by the will be purchased by the County under a new agreement following expiration or termination.

B) By mutual agreement, and agreed upon pricing, this agreement may be extended past the ending date.

29) **Sales Promotions:** It is understood that sales promotions may occur during the term of the agreement that will lower the prices of some products for the period of the sales promotion. Any such promotions shall appear on the using agency invoices.

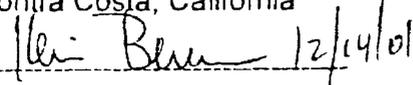
30) **Price Reductions:** Reductions in the price shall be effective upon receipt of written amendment from Taylor Made Digital Systems to the County, and shall remain in effect for the balance of the term.

31) **Taxes:** The County of Contra Costa is responsible for paying all required taxes. Property, State, and Local taxes if applicable.

32) **Quantity Discount:** Further discounts may be negotiated on multiple machine single orders.

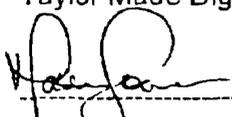
33) **Terms and Conditions:** Taylor Made Digital Systems' terms and conditions of its specific acquisition methods will apply to the extent that they do not conflict with the terms and conditions of this agreement.

Accepted By the County of  
Contra Costa, California

 12/14/01

Signature of Authorized County  
Of Contra Costa, California  
Kevin Berenson  
Purchasing Services Manager

Taylor Made Digital Systems



Vice President of Major Accounts  
Martin Soares



Contra Costa County

Issue Date: Dec 01 2001 (Replaces all previously published pricing)					
* Ricoh's Recommended Configuration					
Purchase of Equipment	Recorder Number	CCC Purchase Price	CCC 12 Months Lease	CCC 36 Months Lease	CCC Service Price
Aficio 1022 Digital Copier	410922	2,530		73	.012 per copy
Aficio 1027 Digital Copier	410934	3,370		98	.012 per copy
• DF75 ARDF**	410952	729		21	
Platen Cover Type 1018	410779	55		2	
• AD420 Duplex Unit**	410967	167		5	
PS490 Paper Tray Unit	410955	698		20	
PS500 Large Capacity Tray	410958	805		23	
• SR790 1,000 Sheet Finisher	410972	813		24	
SR820 500 Sheet Finisher	410975	574		17	
• Type 1027 Bridge Unit**	410978	125		4	
Type 1027 Bypass Tray	410970	97		3	
Type 1027 Internal Shift Sort Tray	410964	179		5	
Type 1027 Hard Disk Drive Option	411010	224		1	
Type 1027 Key Counter Bracket	411013	61		2	
<b>Fax Options</b>					
• Type 1027 Fax Option	410981	631		18	
Type 1027 G3 Interface	410986	390		11	
Type 1027 ISDN Option	410988	523		15	
Type 185 JBIG/Function Upgrade Card	410264	248		7	
400dpi/Page Memory	000826MIU	147		4	
Motorola_NT-1 Device	000652MIU	215		6	
Handset Type 1018	410781	36		1	
<b>Printer/Scanner Options</b>					
Type 1027 Print DIMM	410990	521		15	
• Type 1027 Print/Scan DIMM	411000	815		24	
Type 1027 Network Interface Card	411016	223		6	
Type 1027 PostScript3	411011	360		10	
1394 Interface Unit Type 1045	410716	274		8	
32MB Memory Type 1045	400516	146		4	
• 64MB Memory Type 1045	400517	207		6	
DeskTopBinder & 5 User License	410867DV	405		12	
DeskTopBinder & 10 User License	410868DX	658		19	
ScanRouter V2 Pro & DeskTopBinder V2 Pro	410865DTE	784		23	
<b>Special Options</b>					
User Account Enhance Kit Type 1045	410837	106		3	
Type 1027 Interchange Unit	410971	59		1	
PT280 1-Bin Tray	410961	179		5	
FAC20 Cabinet	411158	100		3	
** Service price includes parts & supplies except paper					

Attachment 2, Commercial Major Account Price List

RICOH Major Account Program (RMAP)

1. RMAP PURCHASE

1. PURCHASE of Equipment and Options

Issue Date: 17 Dec 01

Changes since last Issued Portfolio dated 9 Nov 01

(Replaces all previously issued pricing)

Equipment Available for New Installation		PLCs:	RMAP			RMAP			GEM	GSA (1)	Com1
** Not available to GSA; bundle 1 where applicable			M1	M2	M3	N1	N2	N3	GEM	GSA97	Install
• Ricoh's Recommended Configuration		Reorder#	1-3 Units	10-14 Units	15-24 Units	25-29 Units	30-34 Units	35+ Units	1+ Units	1+ Units (p)	Chge
SRP											
<b>DIGITAL</b>											
Aficio 1013 Digital Copier**	410877	\$1,895	\$1,694	\$1,613	\$1,536	\$1,463	\$1,393	\$1,327	\$1,108	NA	\$88
Aficio 1013F Digital Copier**	410884	\$2,595	\$2,318	\$2,208	\$2,103	\$2,003	\$1,908	\$1,817	\$1,517	NA	\$88
DF74 ARDF**	410902	325	313	301	289	278	267	257	203		-
PS480 (500x1) Paper Bank**	410905	340	328	315	303	291	280	269	213		-
FAC19 Cabinet	411136	207	188	181	174	167	161	155	136		-
<b>Printer Options</b>											
Printer Controller Type 1013**	410894	450	433	416	400	385	370	356	281		-
PS2 Level 2 Emulation Type 1018	410775	360	331	315	300	286	272	259	223		-
Network Interface Board Type 1018	410778	485	444	423	403	384	366	349	296		-
64MB Memory	000829MIU	345	322	307	292	278	265	252	224		-
128MB Memory	001025MIU	440	428	412	396	381	366	352	317		-
<b>Facsimile Options (Aficio 1013F only)</b>											
Handset Type 1018	410781	65	59	56	53	50	48	46	40		-
<b>Special Options</b>											
32MB Memory	000828MIU	185	172	164	156	149	142	135	120		-
Aficio 1015 Digital Copier**	410717	\$2,750	\$2,338	\$2,200	\$2,063	\$1,925	\$1,870	\$1,788	\$1,607	NA	\$77
Aficio 1018 Digital Copier**	410730	\$3,250	\$2,763	\$2,600	\$2,438	\$2,275	\$2,210	\$2,113	\$1,900	NA	\$77
Aficio 1018D Digital Copier**	410743	\$3,650	\$3,103	\$2,920	\$2,738	\$2,555	\$2,482	\$2,446	\$2,133	NA	\$77
Platen Cover Type 1018	410779	95	86	82	78	74	70	67	59		-
• DF72 ADF**	410754	695	638	608	579	551	525	500	417		26
• DF71 ARDF**	410751	1,165	1,074	1,023	974	928	884	850	728		26
Large FAC16 (use w/no Paper Bk)	411065	185	177	169	161	153	146	139	120		-
PS460 (500 x 1) Paper Bank	410757	400	368	350	333	317	302	288	248		-
Medium FAC15 (use w/PS460)	411064	180	172	164	156	149	142	135	117		-
• PS450 (500 x 2) Paper Bank	410760	1,025	943	898	855	814	775	738	636		-
• Small FAC17 (use w/PS450)	411066	175	168	160	152	145	138	131	114		-
<b>Printer Options</b>											
• Printer Controller Type 1018**	411105	655	603	574	547	521	496	472	406		-
PS2 Level 2 Emulation Type 1018	410775	360	331	315	300	286	272	259	223		-
Network Interface Board Type 1018	410778	485	444	423	403	384	366	349	296		-
• 64MB Memory	000829MIU	345	322	307	292	278	265	252	224		-
<b>Facsimile Options</b>											
• Fax Option Type 1018**	410763	650	597	569	542	516	491	468	403		-
Handset Type 1018	410781	65	59	56	53	50	48	46	40		-
<b>Special Options</b>											
• 32MB Memory	000828MIU	185	172	164	156	149	142	135	120		-
Aficio 1022 Digital Copier	410922	\$4,715	\$4,250	\$4,000	\$3,750	\$3,500	\$3,400	\$3,250	\$2,900	\$2,900 (p)	\$88
Aficio 1022 w/DF75 (410952)	410922	-	-	-	-	-	-	-	-	\$3,691 (p)	NA
Aficio 1022 w/DF75(410952). AD(410967)	410922	-	-	-	-	-	-	-	-	\$3,872 (p)	NA
Aficio 1027 Digital Copier	410934	\$6,165	\$5,304	\$4,992	\$4,680	\$4,368	\$4,243	\$4,056	\$3,619	\$3,619 (p)	\$88
Aficio 1027 w/DF75 (410952)	410934	-	-	-	-	-	-	-	-	\$4,410 (p)	NA
Aficio 1027 w/DF75(410952). AD(410967)	410934	-	-	-	-	-	-	-	-	\$4,591 (p)	NA
DF75 ARDF**	410952	1,265	1,163	1,108	1,055	1,005	957	911	791	Bundled (p)	-
Platen Cover Type 1018	410779	95	86	82	78	74	70	67	59	59 (p)	-
AD420 Duplex Unit**	410967	290	267	254	242	230	219	209	181	Bundled (p)	-
PS490 Paper Tray Unit	410955	1,210	1,112	1,059	1,009	961	915	871	756	756 (p)	26
PS500 Large Capacity Tray	410958	1,395	1,281	1,220	1,162	1,107	1,054	1,004	872	872 (p)	26
SR790 1,000 Sheet Finisher	410972	1,410	1,296	1,234	1,175	1,119	1,066	1,015	881	1,014 (p)	26
SR820 500 Sheet Finisher	410975	995	916	872	830	790	752	716	622	755 (p)	26
Type 1027 Bridge Unit**	410978	190	175	167	159	151	144	137	133	*Bundw/Fin (p)	-
Type 1027 Bypass Tray	410970	170	155	148	141	134	128	122	106	106 (p)	-
Type 1027 Internal Shift Sort Tray	410964	310	285	271	258	246	234	223	194	194 (p)	-
Type 1027 Hard Disk Drive Option	411010	350	322	307	292	278	265	252	245	245 (p)	-
Type 1027 Key Counter Bracket	411013	95	91	87	83	79	75	71	67	67 (p)	-
<b>Facsimile Options</b>											
Type 1027 Fax Option	410981	1,095	1,005	957	911	868	827	788	679	679 (p)	-
Type 1027 G3 Interface	410986	675	621	591	563	536	510	486	419	419 (p)	-
Type 1027 ISDN Option	410988	900	827	788	750	714	680	648	558	558 (p)	-
Type 185 JBIG/Function Upgrade Card	410284	430	366	344	323	310	301	288	251	251	-
400dpi/Page Memory	000826MIU	240	229	218	208	198	189	180	156	156	-
Handset Type 1018	410781	65	59	56	53	50	48	46	40	40 (p)	-
<b>Printer/Scanner Options</b>											
Type 1027 Print DIMM	410990	900	827	788	750	714	680	648	558	558 (p)	-
Type 1027 Print/Scan DIMM	411000	1,410	1,296	1,234	1,175	1,119	1,066	1,015	874	874 (p)	26
Type 1027 Network Interface Card	411016	385	354	337	321	306	291	277	239	239 (p)	-
Type 1027 PostScript3	411011	625	575	546	522	497	473	450	388	388 (p)	-

RESOLUTION NO. 2002-66

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING LIBRARY STAFF TO UTILIZE TERMS OF CONTRACT NO. TMCC01 BETWEEN CONTRA COSTA COUNTY AND TAYLOR MADE DIGITAL SYSTEMS TO PURCHASE A RICOH 1027 DIGITAL COPIER

WHEREAS, Lodi Municipal Code §3.20.070 authorizes dispensing with bids for purchases of supplies, services, or equipment when it is in the best interest of the City to do so; and

WHEREAS, in the 2001-2003 budget, the Library requested funds to purchase a digital copier and a one-year maintenance agreement for the Library; and

WHEREAS, a committee of staff members were appointed to research and develop specifications for the copier; and

WHEREAS, the committee recommends purchasing the Ricoh Aficio 1027 Digital Copier using the Contra Costa County Contract #TMCCC01 with Taylor Made Digital Systems, Inc.; and

WHEREAS, at its meeting held March 11, 2002, the Library Board of Trustees authorized participation in the Contra Costa County Contract #TMCC01 with Taylor Made Digital Systems, Inc., for the purchase of the Ricoh Aficio 1027 Digital Copier.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the purchase of a Ricoh 1027 Digital Copier through the Contra Costa County Contract #TMCC01 with Taylor Made Digital Systems, Inc, of Livermore, California, in the total amount of \$9,161.00, which includes a two-year maintenance contract.

Dated: April 3, 2002

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2002-66 which was duly and regularly passed and adopted by the City Council of the City of Lodi in a regular meeting held April 3, 2002 by the following vote:

- AYES: COUNCIL MEMBERS – Howard, Land, Nakanishi, and Mayor Pennino
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Hitchcock
- ABSTAIN: COUNCIL MEMBERS – None

  
SUSAN J. BLACKSTON  
City Clerk