

COLLEGE OF THE SEQUIOIAS COMMUNITY COLLEGE DISTRICT
Board of Trustees Meeting
May 11, 2020

CONSENT CALENDAR

11

Master Lease Agreement with Ray Morgan Company

Status: Action

Presented by: Ron Perez
Vice President, Administrative Services

Issue

The existing contract for Sequoias Community College District copier/fleet maintenance is expiring. The district leases 104 copier/printers from Ray Morgan Company (RMC) and will continue to need these devices for college operations. The RMC currently provides on-site service for these 104 leased devices and 171 district owned devices.

Background

The college has been using the services from RMC for copier/printer leasing and support successfully since 2013 when the RMC purchased the contract from IKON/RICOH. The agreement was originally awarded to the IKON company at the March 2010 Board of Trustees regular meeting. The new five-year agreement will include upgrades of all leased devices and decrease the cost by \$1,680.00 annually. The current contract and the proposed new contract are “piggyback” contracts, utilizing US Communities. US Communities is the largest piggyback contract in the country for local cities, counties, school districts and higher education. US Communities contract information can be accessed at:
<http://www.uscommunities.org/suppliers/ricoh/ricoh-contract/>

Recommended Action

It is recommended that the Board of Trustees approve the Master Lease Agreement for 60 months (5 years) with Ray Morgan Company.

U.S. Communities Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
Federal Tax ID Number <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address	

This U.S. Communities Master Lease Agreement (“Lease Agreement”) has been written in clear, easy to understand English. When we use the words “you”, “your” or “Customer” in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words “we”, “us” or “our” in this Lease Agreement, we mean _____ (“Company”) or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at _____.

- 1. Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) (“RicoH”) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the “Contract Period”), including any and all exercised renewal periods, (the “Contract”). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a “Schedule”), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as “Product.” The manufacturer of the tangible Product shall be referred to as the “Manufacturer.” To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the “Software.”
- 2. Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date (“Effective Date”). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
- 3. Term; Payments.**
 - (a) The first scheduled Payment (as specified in the applicable Schedule) (“Payment”) will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
 - (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Company shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
 - (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Company, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Company shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).

Customer Initials

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- (d) You also agree that, except (a) as set forth in Section 18 below entitled “State and Local Government Provisions” and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are “net” and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer’s certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Company, its subsidiaries or affiliates, or an independent third party (the “Servicer”) to provide maintenance and support services pursuant to a separate agreement for such purpose (“Maintenance Agreement”). You may make alterations, additions or replacements (collectively, “Additions”) and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
 5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a “Sales Tax Administrative Fee” equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
 6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
 7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, “Loss”) from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer’s certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
 8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
 9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
 10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement (“Software License”) entered into with the supplier of the Software (“Software Supplier”). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
 11. **Default.** Each of the following is a “Default” under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor’s assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
 12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a

lender, secured party or lessor under the Uniform Commercial Code (“UCC”), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys’ fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Company or the Assignee will provide notice to you. In that event, the assignee (the “Assignee”) will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Company from any obligations Company may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Company (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”). If desired, you may engage Company to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Company. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products 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 your sole and exclusive responsibility.
15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a “finance lease” as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing “configure to order” number (“CTO”), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party’s signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.
16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO

OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
 - (b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
 - (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
 - (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
 - (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: _____</p> <p>By: _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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COLLEGE OF THE SEQUOIAS/RAY MORGAN PROPOSAL RECAP

Our objective in developing the recommendations within the RMC formal proposal are based upon the following key elements;

- **Develop a flexible, secure “follow me” print workflow-** the RMC proposal allows faculty and staff to copy, scan, or release their print jobs at any Ricoh Multi-Function Device on any of the three campuses. Faculty and staff will have the option of entering their user credentials or swipe their ID card and be presented with only their jobs and the departmental cost centers they have access to. This process improves security and FERPA compliance as well as making printing infinitely more flexible.



- **Provide a seamless, secure Mobile print process-** the RMC proposal will allow faculty, staff, and students to print from any email capable device, use the Pharos Mobile App, and/or release print jobs to the secure “follow me print” workflow above.

- **Improve student and guest print self-service capability-** students, guest, and staff will have the ability to check account balances, view their print history, adds funds via the PayPal gateway, easily create guest accounts for visitors or the public, allow students and staff to modify jobs prior to printing. *The portal will significantly reduce the volume of use that the seven plus year old Pharos Kiosks receive, allowing them to remain operational longer.*



- **Enhance the output quality and reliability within the College of the Sequoias College District-** the RMC proposal includes upgrading the existing Ricoh devices with devices that offer greater image quality, better reliability, Specifically in the Central Copy Center, improved binding automation, wider paper stock range, and the ability to print with clear and white toner which will add to the types of designs for projects.
- **An engaged, professional onsite staff with local management and local decision making-** each of the individuals supporting COS from RMC have significant tenure working with the campus and are empowered to ensure that customer satisfaction remains at benchmark levels.
- **Reduce program costs-** the RMC proposal utilizes the Ricoh US Communities pricing as used in the past by COS and approved by the College of Sequoias Board of Trustees, to offer a significant annual savings opportunity as detailed below. Annual savings with the RMC proposal is \$46,228 for the 48 month program or \$77,440 for the 60 month program.

Current Monthly Program costs without tax:	Lease	\$19,119.90
	Services	<u>\$12,288</u>
	Total:	\$31,407.90
Proposed 48-month monthly Program costs without tax:	Lease	\$15,275
	Services	<u>\$12,288</u>
	Total:	\$27,563
Proposed 60-month monthly Program costs without tax:	Lease	\$12,674
	Services	<u>\$12,288</u>
	Total:	\$24,962



7580 N. Ingram Ave, #103 Fresno, CA 93711 PH: (559) 261-9349 FAX: (559) 439-8327

MAINTENANCE AGREEMENT

Date: 10/26/2015

Purchase Order# _____

(Include hard copy if PO is required)

Contract # _____

RMC Account Rep: _____

Kurt Crosina-Sahm

BILL TO:

Company Name:	College of the Sequoias Community College District		
Department:			
Address:	915 South Mooney Boulevard		
City:	Visalia	County:	Tulare
State:	CA	Zip:	93277
Phone #:	(559) 737-6169	Fax:	
Contact:	Stacey Garster		
Email Address:	staceyg@cos.edu		

SHIP TO:

Company Name:	College of the Sequoias Community College District		
Department:			
Address:	Equipment listed under enclosed Exhibit B		
City:		County:	
State:		Zip:	
Phone #:		Fax:	
Contact:			
Email Address:			

AGREEMENT START DATE:

This maintenance plan is effective for 60 months from the agreement start date (install date if applicable). Base charges are payable in advance with overages billed in arrears

Meter Contact Information:(for those not pulling electronically)

Contact Name:	Stacey Garster
Phone Number:	(559) 737-6169
Email Address:	staceyg@cos.edu
Primary Service Tech:	Joe Rodriguez

COVERAGE TYPE: (Network support and related technical services are NOT covered by this agreement. Such services are offered with optional TSA agreement.)

- STANDARD (GF)** (Includes all parts & labor; Excludes ALL consumables.) **Excludes Drum (GP)**
- BUNDLED (AI)** (Includes all parts, labor and consumable toner. Consumables such as, but not limited to staples, ink stamps, paper or specialty media are excluded)
- Wide Format "Plus" (AIP)** (Includes all parts, labor & supplies, including 20 lb standard bond paper)
- NON-STANDARD (TO)** (Includes consumable toner cartridges only. Excludes all parts, labor, and consumables such as, but not limited to staples, ink stamps, paper or specialty media)

COVERED EQUIPMENT

COVERED EQUIPMENT	Image Type	Monthly Base Images	Annual Base Images	Overage Rate	Service Level
Single Function Black and White Printers	Black and White	85,000	1,020,000	\$0.0130	All inclusive except paper
Single Function Color Printers	Color	13,000	156,000	\$0.1500	All inclusive except paper
MFP Black and White	Black and White	1,233,500	14,802,000	\$0.0100	All inclusive except paper
MFP Color	Color	3,500	42,000	\$0.0700	All inclusive except paper
Production Color	Color			\$0.0410	All inclusive except paper
				Minimum Total Per MONTH	\$12,288.00
				(Plus Applicable Taxes)	

QUANTITY OF TONER INCLUDED IN AGREEMENT:

In the case of supply inclusive agreements, RMC will supply to the Customer toner free of charge according to the **Manufacturer's Published Yield per Container**. At RMC's discretion, RMC may perform a Toner Usage Reconciliation audit from time to time. If Customer's toner usage exceeds the manufacturer's published yields, RMC will bill the Customer for excess toner usage at its lowest published price.

RENEWAL: YES NO

BILLING CYCLE - Bases

- Monthly **Annual**
- Quarterly Semi-Annual
- No base billing

BILLING CYCLE - Meters

- Monthly **Annual**
- Quarterly Semi-Annual

SPECIAL INSTRUCTIONS
Please see enclosed Exhibit A for detailed Scope of Services This agreement also includes the implementation, and 60 months Pharos Annual Maintenance and Support for the 46 additional Ricoh iMFP, Uniprint MobilePrint Site License, and Uniprint Credit Card Gateway licenses.

Customer agrees to purchase and RAY MORGAN COMPANY agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of RAY MORGAN COMPANY. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of RAY MORGAN COMPANY. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

X _____
CUSTOMER SIGNATURE TITLE DATE

X _____
Print Name RMC APPROVAL TITLE DATE

- 1 During the term of this agreement, and for each unit of equipment listed on the front of this document or any subsequent amendment or Schedule, the Ray Morgan Company (RMC) will provide, without additional charge, emergency repair service, preventative service, replacement parts (except under the conditions noted in this agreement) and in case of supply inclusive agreements (see front page for this agreement's specific coverage) all supplies (except, as applicable, paper, staples, and clear toner) under the usage limitation conditions listed in the front page of this document. The initial term of this agreement shall be for a period of 60 months and shall be automatically renewed for additional 12 month periods unless written notice is received by either party at least 90 days prior to the expiration of the initial term of the Agreement or any renewal thereof. This agreement shall NOT be assignable by customer without RMC's prior written consent. RMC shall have the right to cancel this agreement if any item is sold to a third party without such consent.
- 2 ~~Maintenance charges provided herein are based upon the current costs of parts and labor and are subject to periodic increases and the effect of inflation. After the first year anniversary date of this agreement and any subsequent twelve month period, the minimum annual or monthly maintenance charges and charges for any coverage copies/prints will increase a minimum of 5% over the charges of the previous year. In addition, the minimum billing charge, on any single billing period shall be \$35.00. In addition, RMC may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.~~
- 3 It is understood that should customer wish to add additional, recently acquired but not "new", printers (HP, Kyocera and the like) to this agreement that RMC reserves the right to inspect and approve the addition of each. Such approval is contingent on age and overall condition of the printers in question. RMC might, after inspection, require that certain reconditioning or repairs be made before the equipment in question is covered under this maintenance agreement.
- 4 All routine preventative maintenance and emergency service necessary to keep the equipment in efficient operating order will be performed by RMC staff during its regular business hours (8:00 AM to 5:00 PM Monday through Friday except holidays) at no cost to Customer provided that such services shall not include the following:
 - a) repairs resulting from causes other than normal use; Customer's willful act, use of any paper stock that does not meet machine specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use or supplies or spare parts not manufactured and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood etc), theft or
 - b) repairs made necessary by service performed by personnel other than an RMC representative, or
 - c) work which the customer requests to be performed outside regular business hours, or
 - d) reconditioning or modification to the equipment except those specified by RMC's Technical Service Department to assure greater performance of the equipment.All of the foregoing shall be invoiced in accordance with RMC's established per call rates and part charges then in effect. Additionally, RMC shall have the right, when reasonably in need for reasons of significant equipment failure, to substitute equivalent Equipment (age, model, accessories and meter) at any time during the term thereof. Any removed parts replaced by RMC shall become the property of RMC. RMC shall have full and free access to the Equipment in order to provide service thereon and customer shall from time to time advise RMC of the names of its employees who shall act as "key operators," with responsibility for performing basic operator maintenance as described by RMC personnel.
- 5 Certain "housekeeping" duties as outlined in the Owners Instruction Manual provided with the equipment (such as cleaning the glass, clearing misfeeds, if possible, etc) are the customer's responsibility. If a representative of RMC is called to do servicing of this nature the customer will be charged at the established rates for this service. Customer responsible for providing manufacturer recommended, adequate power supply.
- 6 Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. Customer agrees to provide correct meter readings to insure accurate and timely billing to the customer by RMC. If correct meter readings are not provided timely, RMC will calculate an estimated meter reading(s) and bill the Customer in accordance to the frequency contracted for. RMC may assess an additional surcharge to offset administrative costs should calls need to be made to Customer in order to secure meter readings. In addition, RMC may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data to be used for servicing the equipment, billing meters, supply replenishment or product improvement purposes. Automatic transmitted data may include, but is not limited to, product registration, meter reads, supply level, equipment settings, and problem/fault code data. All such data shall be transmitted in a secure manner specified by RMC.
- 7 Additional service such as cosmetic, modification, or relocation, etc. requested and authorized by Customer and rendered by RMC will be charged at established rates for such service.
- 8 If customer's service and/or supply account becomes past due, RMC may (a) refuse service or delivery of supplies until account is made current or (b) provide service on a C.O.D. per call basis at the then current rate for time and materials. Additionally, Customer agrees to pay to RMC its cost and expense of collection including reasonable attorney's fees and all charges earned for service provided before the Customer went on a per call C.O.D. basis for non-payment per the terms of the agreement.
- 9 Liquidated damages: In the event that the customer defaults or chooses to cancel this Agreement before its original term or any extension thereof, Customer promises to pay to the Ray Morgan Company the following amounts as reasonable liquidated damages (and not as a penalty) for breach thereof:
 - a) Contracts with 24 or more months remaining: twelve times the monthly base (or as the case may be quarterly base divided by 3) plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the current term or 6 months whichever is longer.
 - b) Contracts with 13 to 23 months remaining: nine times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for the previous 6 months.
 - c) Contracts with 12 or less months remaining or any subsequent 12 month renewal: six times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the previous 6 months.
- 10 Cancellation for Non-Performance: Customer may cancel the agreement for non-performance as follows: Customer must forward to RMC via registered mail, to the address listed on the front of this document, the specific problems with the system or other area(s) of non-performance and dissatisfaction. RMC shall have 30 days to correct the problem. If RMC has not corrected the problem within 30 days, Customer may notify RMC of their intent to cancel in 30 days, after which time the Customer is no longer bound by the Liquidated Damages portion of this agreement. Cancellation of the maintenance agreement for non-performance does not provide relief to the Customer from being obligated to make all remaining lease payments (if any) to the leasing company providing financing services for the equipment in question. This agreement may be cancelled by RMC for any reason.
- 11 Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains with the Ray Morgan Company until said supplies are consumed to the extent they may not be further utilized in the copy/printing process. In the event this agreement is cancelled by either party, Customer agrees to return to the Ray Morgan Company all unused supplies provided under this agreement including toner and photoconductor.
- 12 RMC's obligation and warranties under this Agreement are in lieu of (a) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose and (b) all other obligation or liabilities for damages including but not limited to personal injury or property damage, loss of profit or other consequential damages arising out of or in connection with this agreement of the maintenance service performed hereunder. Nor shall RMC be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climatic conditions or any other reason of similar nature beyond its control. This agreement shall be governed and construed according to the laws of the State of California.
- 13 Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges will be assessed on the outstanding balance if payments are not received within 15 days of invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Customer agrees to pay to RMC a charge of \$25 for any returned checks per occurrence if any of seller's checks are returned to RMC unpaid. Upon default of any payment or any other aspect of this Agreement, RMC may at its option, declare the entire outstanding balance due and payable, including the Liquidated Damages stated in Section 9 of this Agreement.
- 14 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other.

This agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals oral or written. No representation or statement not contained herein shall be binding upon RMC as a warranty or otherwise, nor shall this Agreement be modified or amended unless signed by RMC's General Manager

Customer Initials

Exhibit A
Ray Morgan Company Onsite Management- Scope of Services

Order Number:

Customer Name: College of the Sequoias Community College District

Customer Location: 915 South Mooney Boulevard Visalia, CA 93277

This Service Order shall have a (60) month term ("Initial Term") for performance unless earlier terminated as expressly provided herein.

As part of the Ray Morgan Company (RMC) Maintenance Agreement, RMC agrees to provide the following services for the base Minimum Monthly Fee of \$12,288.

COVERED EQUIPMENT	Image Type	Monthly Base Images	Annual Base Images	Overage Rate*	Service Level
Single Function Black and White Printers	Black and White	85,000	1,020,000	\$0.0130	All inclusive except paper
Single Function Color Printers	Color	13,000	156,000	\$0.1500	All inclusive except paper
MFP Black and White	Black and White	1,233,500	14,802,000	\$0.0100	All inclusive except paper
MFP Color	Color	3,500	42,000	\$0.0700	All inclusive except paper
Production Color	Color	NA		\$0.0410	All inclusive except paper

In the event that the customer does not meet the minimum annual commitment of 14,802,000, a credit of \$.0055 per image will be due to the customer. This credit is limited to twenty (20) percent of the annual commitment.

MANAGED PRINT SERVICES- Printer Fleet Services, services include the overall management of the customer's single-function print devices, including needs assessment, optimization recommendations, servicing, supply replenishment and management, installations, moves, and end user training. RMC will respond to customer support requests and ensure that each request is resolved quickly, accurately, and professionally.

MFD CONVENIENCE FLEET SERVICES- Managed Fleet Services, services include the overall management of the customer's fleet of multi-function devices, including needs assessment, optimization recommendations, servicing, supply replenishment and management, installations, moves, and end user training. RMC will respond to customer support requests and ensure that each request is resolved quickly, accurately, and professionally.

PROFESSIONAL SERVICES- Network installation and connectivity for single-function, multi-function, and Production level print devices.

ONSITE SERVICES- The RMC onsite employee is the first responder and primary point of contact for the RMC services engagement. The RMC onsite employee will act as the primary customer liaison and will escalate any equipment service issue or other concern to the appropriate RMC and customer contacts. In addition, the RMC onsite employee will keep the customer and RMC up to date on problem resolution steps, provide regular account updates of fleet status and performance, manage onsite hardware and consumables inventory, manages equipment hot-swap inventory, collects and reports monthly fleet meter reads, and maintains device fleet tools and databases.

Printer Fleet Services Hours of Operation: Monday-Friday 8:00am-5:00pm and excludes RMC recognized holidays; New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Day.

Exhibit B
Ray Morgan Company Onsite Management- Equipment

US Communities Leased Equipment:

Department	Building	Room	Model	Serial Number
AAC	Sequoia	10	Ricoh 4054	TBD
Accounts Payable	Sequoia	17	Ricoh 3054	TBD
Accounts Payable PC 4	Sequoia	17	Ricoh 3500	TBD
Accounts Receivable	Sequoia	102	Ricoh 3054	TBD
Accounts Receivable PC 1	Sequoia	102	Ricoh 3500	TBD
Accounts Receivable PC 2	Sequoia	102	Ricoh 3500	TBD
Administration	Sequoia	Admin	Ricoh 6054	TBD
Admissions	Sequoia	107	Ricoh 6054	TBD
Art Lab 1 black (PS Kit)	Kaweah	264A	Ricoh C3503	TBD
Assessments	Sequoia	157	Ricoh 3054	TBD
Athletics 0 Total	Morro	110	Ricoh 3054	TBD
Athletics PC 1	Morro	110J	Ricoh 3500	TBD
Audio Visual	Sequoia	106	Ricoh 301	TBD
Bookstore	Giant Forest	139	Ricoh 3054	TBD
Business 0 Total	Kern	713D	Ricoh 3054	TBD
Business Lab 1	Kern	714	Ricoh 3054	TBD
Business Lab 2 BLACK	Kern	712A	Ricoh C3503	TBD
Business Lab 3	Kern	717	Ricoh 3054	TBD
Business Lab 4	Kern	718	Ricoh 3054	TBD
Business Lab 5	Kern	719	Ricoh 3054	TBD
Calworks/Student Printing PC1	Sequoia	112	Ricoh 3500	TBD
Calworks/WIA 0 Total	Sequoia	106	Ricoh 3054	TBD
CFS 0 Total	Tule	504A	Ricoh 3054	TBD
CFS Fashion Lab PC 1	Tule	503	Ricoh C3503	TBD
Computer Services	Kern	721	Ricoh 3054	TBD
Computer Services Tech (PS Kit)	Wolverine	115	Ricoh 3054	TBD
Copy & Mail 1 (PS Kit)	Blue Oak	902	Ricoh Pro 8110	TBD
Copy & Mail 2 (PS Kit)	Blue Oak	902	Ricoh Pro 8110	TBD
Copy & Mail 3 (PS Kit)	Blue Oak	902	Ricoh Pro 8110	TBD
Copy & Mail BLACK (PS Kit)	Blue Oak	902	Ricoh Pro C7100SX	TBD
District Police	Blue Oak	903	Ricoh 3054	TBD
ELI	Giant Forest	204A	Ricoh 301	TBD
EOPS 0 Total	Sequoia	108	Ricoh 3054	TBD
EOPS PC 2 Student Printing	Sequoia	108	Ricoh 3500	TBD
Facilities Downstairs	Blue Oak	901	Ricoh 3054	TBD
Financial Aid	Sequoia	105	Ricoh 3054	TBD
Food Services	Alta Peak	1003	Ricoh 301	TBD
Foster Care	Kern	737A	Ricoh 3054	TBD
Foundation 0 BLACK Total	Sequoia	3	Ricoh C3503	TBD
FYE/SSP	Sycamore	109	Ricoh 3054	TBD
FYE/SSP Lab BLACK	Sycamore	IM109	Ricoh C3503	TBD
Hanford Center Division	Hanford	PS25	Ricoh 6054	TBD
Hanford Center Reception	Hanford	RECPT	Ricoh 301	TBD
Hanford Distance Learning Lab	Hanford	E67	Ricoh 3054	TBD
Hanford Health Center PC1	Hanford	Health	Ricoh 3500	TBD
Hanford Voc Ed Admin 0 Total Black	Hanford	WK117	Ricoh C3503	TBD
Hanford Voc. Ed Lab 1	Hanford	105	Ricoh 3054	TBD
Health Center	Giant Forest	116	Ricoh 3054	TBD
Human Resources	Sequoia	5	Ricoh 6054	TBD
Ind/Tech 0 Total	Cedar	426	Ricoh 3054	TBD
Ind/Tech PC 2 AC	Buckeye	402	Ricoh 3500	TBD
Ind/Technology Lab 3	Buckeye	405	Ricoh 3054	TBD
Ind/Technology Lab 4	Cedar	421	Ricoh 3054	TBD
Ind/Technology Lab 5	Cedar	424	Ricoh 3054	TBD
Language Arts 0 Total (PS Kit)	Tule	551C	Ricoh 4054	TBD
Language Arts Dean	Tule	550A	Ricoh 301	TBD
Language Arts- Lab 1	Kern	742	Ricoh 3054	TBD
Language Arts- Lab 2	Kern	738	Ricoh 3054	TBD

Language Arts- Lab 3 Journalism (PS Kit)	Kaweah	260	Ricoh 3054	TBD
Lecture Hall	Ponderosa	350	Ricoh 301	TBD
Library 0 Total	Lodge Pole	1st fl	Ricoh 3054	TBD
Library 1 1st floor	Lodge Pole	1st fl	Ricoh 3054	TBD
Library 2 1st floor	Lodge Pole	1st fl	Ricoh 3054	TBD
Library Commons Lab 1 BLACK	Lodge Pole	dwnstrs	Ricoh C3503	TBD
Library Computer Lab 1 BLACK	Lodge Pole	203	Ricoh C3503	TBD
Library PC 1	Lodge Pole	LIB	Ricoh 3500	TBD
Library PC 2	Lodge Pole	L. Yamakawa	Ricoh 3500	TBD
Library Research Lab 1 BLACK	Lodge Pole	dwnstrs	Ricoh C3503	TBD
Library ZCoin op 3 2nd floor	Lodge Pole	2nd fl	Ricoh 3054	TBD
Math 0 Total	Kaweah	206A	Ricoh 3054	TBD
Math Lab 1 (PS Kit)	Kaweah	202A	Ricoh 3054	TBD
Math Lab 2	Kaweah	204A	Ricoh 3054	TBD
Mesa 0 Total	John Muir	124	Ricoh 3054	TBD
Music 0 Total (PS Kit)	Sierra	805	Ricoh 3054	TBD
Nursing Hos Rock 0 Total BLACK	Hospital Rock	HR 101	Ricoh C3503	TBD
Nursing Hospital Rock Lab 1	Hospital Rock	HR110	Ricoh 3054	TBD
Nursing PTA 0 Total	John Muir	125	Ricoh 3054	TBD
Paralegal/Admin Justice	Kern	725	Ricoh 301	TBD
Payroll	Sequoia	2	Ricoh 3054	TBD
Physical Therapy Lab 1	John Muir	115	Ricoh 3054	TBD
Police Academy 0 Total	Hanford	P25	Ricoh 6054	TBD
Science 0 Total (PS Kit)	John Muir	224	Ricoh 3054	TBD
Science Lab 1	John Muir	119	Ricoh 3054	TBD
Science Lab 2	John Muir	211	Ricoh 3054	TBD
Science ZDean	John Muir	134	Ricoh 301	TBD
Social Science Kern 0 Total	Kern	730	Ricoh 3054	TBD
Social Science Sycamore 0 Total (PS Kit)	Sycamore	213	Ricoh 3054	TBD
Stud Serv Dean 1	Sequoia	101	Ricoh 3054	TBD
Stud Serv Dean 2	Sequoia	109	Ricoh 301	TBD
Stud. Serv. Counseling 0 Total	Sequoia	103	Ricoh 3054	TBD
Student ASB 0 Total	Giant Forest	123	Ricoh 3054	TBD
Student Life ASB- Lab 1	Giant Forest	upstairs	Ricoh 3054	TBD
Student Services Registration Total	Sequoia	156	Ricoh 3054	TBD
Student Success Lab Hanford	Hanford	E65	Ricoh 3054	TBD
TRC 0 Total (500 max per Voc Ed)	TCC	BICS	Ricoh 3054	TBD
TRIO OFFICE- 0 TRIO TOTAL	Sequoia	209	Ricoh 3054	TBD
Tulare Architechture 1 Black	Tulare	B122	Ricoh C3503	TBD
Tulare Architechture 2 Black	Tulare	B123	Ricoh C3503	TBD
Tulare B2 0 Total	Tulare	B230	Ricoh C3503	TBD
Veterans Total	Sequoia	106	Ricoh 3054	TBD
Welcome Center	Sequoia	107	Ricoh 3054	TBD
Work Experience	Sycamore	IM112	Ricoh 301	TBD
Writing Skills Lab	Lodge Pole	209	Ricoh 3054	TBD

Customer Owned Equipment:

Department	Building	Room	Model	Serial Number
Copy & Mail UPS PC 1	Blue Oak	902	HP1200	CNCY078498
Copy & Mail PC 3 Test Unit	Blue Oak	902	HP1200	CNBC01878
Writing Center (formerly Lib PC 1)	Blue Oak	902	HP3030	MXBM121764
Facilities Upstairs PC 1 BLACK	Blue Oak	901	HP2840	CNHC72N006
Ind/Tech PC 1 Auto BLACK	Cedar	422	HP3600	CNTBD33078
Bookstore PC 2 (no parts available)	Giant Forest	139	DELL1700	44582F85BA
Bookstore PC 3	Giant Forest	139	HP2300	CNBDB37845
Nursing PC 1 A. Sweeney	Hospital Rock	107	HP4250	CNDXB21065
Police Academy PC 1	Hanford	PS24C	R 3500	T305Q400120
Hanford Ctr. Lab 1 Black	Hanford	E66	R 3002	W493L600692
Police Academy PC 2 Black Mizner	Hanford	PS24B	R 242DN	T203P500193
Math PC 1 Engineering	John Muir	208	HP2015	CNBJN58870
Nursing PTA PC 1 BLACK C. Delain	John Muir	126	HP4700	JPTLB70079
Science PC1 Thea Trimble	John Muir	137	R 3500	T302Q701027
Science PC2 J. Rodriguez (Division Chair)	John Muir	236	R3500	T304Q700290
Business PC 1 BLACK	Kern	716	HP4700	JP4LB02570

Business PC 2 BLACK	Kern	713B	HP4700	JPTLC31286
Computer Services PC 1 BLACK	Kern	721	HP4700	JPRLC18062
ELI PT Counselors Beltran/ Herra	Kern	732	HP 2015	JPBFG04941
Business PC 3 B. Bettencourt	Kern	711F	R 3500	T303Q400647
Business PC 4 K. Picciuto	Kern	718B	R 3500	T303Q400306
Business PC 5 J. Spencer (Division Chair)	Kern	711F	R 3500	T304Q700291
Student Success Lab 1 Black	Kern	733	R 401	G075P600028
Library PC 3	Lodge Pole	C Demmers	R 3500	T303Q100285
Athletics PC 2	Morro	110G	HP2055dn	CNB9753746
Athletics PC 3 Tracy Myers (Division Chair)	Morro	110K	R3500	T304Q700108
Student Success Lab 2 Black	Morro	110	R 401	G075P800042
Green Room PC 1	Sabertooth	320J	HP4050	USQF044815
AAC PC 1	Sequoia	8	HP4000	USEK013032
AAC PC 2 BLACK (Student Use)	Sequoia	8	HP4600	JPFMC42338
AAC PC 3	Sequoia	12	HP4000	USMC114252
Accounts Payable PC 2 (MICRO TONER)	Sequoia	17	HP3015	VNBCB470HN
Accounts Payable PC 3	Sequoia	17	HP8100	USDG018061
Accounts Receivable PC 3	Sequoia	102	HP1300	CNBB090180
Adjunct Office PC 1	Sequoia	4	HP 4240	CNRXT10332
Administration PC 1	Sequoia	Admin	HP4000	USNC196255
Administration PC 2	Sequoia	Admin	HP4250	CNBXF12253
Admissions PC 1	Sequoia	107	HP8150	JPBLM72490
Admissions PC 2	Sequoia	107	HP4200	USDNS08984
Admissions PC 3	Sequoia	107	HP4200	USDNS21615
Admissions PC 4	Sequoia	107	HP 4100	USBNK26286
Admissions PC 5	Sequoia	107	HP4015	CNDY354848
Admissions PC 6	Sequoia	107	HP 4250	CNRXC95236
EOPS PC 1 PC BLACK	Sequoia	108	HP3700	CNCBB07389
Financial Aid PC 1	Sequoia	105	HP4250	USBXS06718
Financial Aid PC 2	Sequoia	105	HP4100	USBDB20724
Financial Aid PC 3	Sequoia	105	HP4250	CNRXK60109
Financial Outreach PC 1	Sequoia	105	HP4250	CNGXC31932
Human Resources PC 1 BLACK	Sequoia	5	HP4700	JP2LD06603
Mesa PC 1	Sequoia	124	HP8150	JPDLR20682
Payroll PC 1 (MICRO TONER)	Sequoia	2	HP8150	
Payroll PC 2 BLACK	Sequoia	2	HP4600	JPBKC20021
Planning & Research PC 1 BLACK	Sequoia	Admin	HP4700	JP8LD17890
Public Information/Marketing Black	Sequoia	Admin	HP 4700	JPTLC28841
Purchasing PC 1	Sequoia	2	HP8150	
Stud Serv Dean PC 2 BLACK	Sequoia	101	HP4700	JPLLB18879
Stud. Serv. Counseling PC 1	Sequoia	103	R 3500	T304Q200240
Stud. Serv. Counseling PC 10 Guadiana	Sequoia	103	R 3500	T304Q200121
Stud. Serv. Counseling PC 11 Adjunct Counseling	Sequoia	103	R 3500	T304QB00266
Stud. Serv. Counseling PC 12 Adjunct Counseling	Sequoia	103	R 3500	T304Q200140
Stud. Serv. Counseling PC 2 M. Turk	Sequoia	103	R3400N	S5719200227
Stud. Serv. Counseling PC 3 L. Brandis	Sequoia	103	R 3500	T304Q200249
Stud. Serv. Counseling PC 5 D. Rico	Sequoia	103	HP2035N	CNB9F08595
Stud. Serv. Counseling PC 6 M. Shuman	Sequoia	103	HP2035N	CNB9F08595
Stud. Serv. Counseling PC 7 S. Valenzuela	Sequoia	103	R 3500	T304Q200147
Stud. Serv. Counseling PC 8 M. Veng	Sequoia	103	R 3500	T304Q100318
Veterans Coordinator	Sequoia	106	R 3500	T304Q200121
Veterans Counselor	Sequoia	106	R 3500	T304Q100445
Welcome Center PC 2 (Student Printing)	Sequoia	107	HP4250	USBXS12551
AAC PC 9	Sequoia	10	R 3500	T304QA00800
AAC PC 4	Sequoia	10	R 3500	T302Q700968
AAC PC 5 BLACK	Sequoia	10	R 242DN	T202P900991
AAC PC 6	Sequoia	10 G	HP pro 400	VNG4X24473
AAC PC 7 High Tech Center Black	Sequoia	8	HP 750	CNBCG471H5
AAC PC 8	Sequoia	10	R 3500	T304Q100644
Administration PC 3	Sequoia	Admin	R 3500	T303Q400691
EOPS PC 3	Sequoia	108	R 3500	T303Q5000384
EOPS PC 4 S. Perez	Sequoia	108	R 3500	T303QA00183
EOPS PC 5 Counselor	Sequoia	108	R 3500	T304Q100068
EOPS PC 6 Counselor	Sequoia	108	R 3500	T304QA00088
EOPS PC 7	Sequoia	108	R 3500	T305Q400222

Stud. Serv. Counseling PC 9 A. Duarte Black (Trnsf C)	Sequoia	103	R 242DN	T203P400138
Welcome Center PC 1 BLACK	Sequoia	107	R 242DN	T203P300658
Music PC 1 T. Weise (Division Chair)	Sierra	808A	R 3500	T304Q700094
FYE/SSP PC 1 Counselor	Sycamore	109B	R 3400n	S5719300089
FYE/SSP PC 2 Counselor Litten	Sycamore	109D	R 3400n	S5719400821
FYE/SSP PC 3 Counselor Roche	Sycamore		R 3400n	S5719500778
Health Center PC 1 Black	Sycamore	116	R C242DN	T201P901091
Student Success Lab Tulare	Tulare	B214	R 301	W912PB04180
Tulare Admin 0 BLACK Total	Tulare	A108	R3300	V1505700673
Tulare Admin PC1 J. Iriye-Meade	Tulare	A109	R 3500	T302Q701020
Tulare Animal Showcase	Tulare	LH101	R 301	W912PC00380
Tulare B1 0 Total	Tulare	B103	R 3352	W432LC00814
Tulare Cashiers	Tulare	Garden	R 301	W912PC01412
Tulare Comp Lab 1	Tulare	B117	R 2852	V8205701792
Tulare Comp Lab 2	Tulare	B119	R 2852	W422L100555
Tulare Comp Lab 3	Tulare	B120	R 2852	W422L600648
Tulare Comp Lab 4	Tulare	B220	R 2852	W422L301289
Tulare Comp Lab 5	Tulare	A202	R 2852	W422L700098
Tulare Computer Services PC1 R. Larson	Tulare	A204	R 3500	T302Q701029
Tulare CTE Black Total	Tulare	A107D	R 3003	E154M461144
Tulare Library Copy Area	Tulare	A207B	R 3352	W432LC00290
Tulare Library Copy Area Black	Tulare	A207E	R 3002	W493L600688
Tulare Library Office 0 Total	Tulare	A207L	R 301	W912PB04316
Tulare Maintenance and Operations	Tulare	L102	R 301	W912PB04360
Tulare Student Services 0 Total	Tulare	A104	R 3352	W432LC00815
Tulare Student Services Counter	Tulare		R 3500	
Tulare Welding 0 Total	Tulare	C101	R 301	
CFS PC 1	Tule	504A	HP4240	CNRXK77711
CFS PC 2 M. Owens (Division Chair)	Tule	504D	R3500	T304Q700288
Language Arts PC 1 BLACK	Tule	550A	HP4700	JP4LB22606
Computer Services Tech	Wolverine	115	HP4200	USGNN33065
Stud. Serv. Counseling PC 4 A. Williams	Sequoia	103	HP1200	CNC3095011
Tulare AAC PC1	Tulare	A103	R 3500	T302Q701028
Tulare AAC Testing Center PC2 Black	Tulare	A207N	HP4650	JKAC36658
Tulare B PC 1 F. Fernandez (Division Chair)	Tulare	B102	R3500	T304Q700591
Tulare Cashiers PC1	Tulare	Cashiers	HP8150N	USDC000066
Tulare Counseling PC1 E. Briones	Tulare	A102	R 3500	T302Q700796
Tulare Counseling PC2	Tulare	A101	R 3500	T302Q700795
Tulare Counseling PC3	Tulare	A104A	R 3500	T302Q701352
Tulare Health Center PC1	Tulare	A110A	R 3500	

CALIFORNIA JUDICIAL REFERENCE AGREEMENT

This California Judicial Reference Agreement ("**Agreement**") is entered into in connection with any existing financing ("**Financing**") provided by Ray Morgan Company ("**Lessor/Secured Party**") to College of the Sequoias Community College District ("**Customer**") evidenced, secured and/or supported by one or more leases, loan agreements, notes, security agreements, guaranties, and/or other documents, together with any and all schedules and riders thereto and any and all other agreements executed and delivered by Customer in connection therewith, being hereinafter referred to as the "**Financing Documents.**"

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (collectively, the "**Parties**") agree as follows:

1. Any and all disputes, claims and controversies arising out of the Financing Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a Party against Lessor/Secured Party related in any way to the Financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided in the Financing Documents.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.
3. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.
4. If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
5. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
6. Nothing in this Agreement shall be deemed to apply to or limit the right of Lessor/Secured Party (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a Party in a third-party proceeding in any action brought against Lessor/Secured Party (including actions in bankruptcy court). Lessor/Secured Party may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Financing Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in any Financing Document for judicial reference of any of Dispute.
7. If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Agreement until all other Disputes or parts thereof are resolved in accordance with this Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Agreement, the Parties shall sever the Disputes subject to this Agreement and resolve them in accordance with this Agreement.
8. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee.

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

9. In the event of any challenge to the legality or enforceability of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.

10. THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

IN WITNESS WHEREOF, Lessor/Secured Party and Customer have each caused this California Judicial Reference Agreement to be duly executed as of _____, 20__.

Ray Morgan Company

College of the Sequoias Community College District

Lessor/Secured Party

Customer

Signature

X

Signature

Title

Date

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

LESSEE'S CERTIFICATE

AGREEMENT

2026752

Re: Agreement # 2026752, dated _____, between College of the Sequoias Community College District, as Lessee ("Lessee") and Ray Morgan Company, as Lessor.

We, the undersigned, being duly elected, qualified and acting authorized representatives of Lessee, with the titles as set forth in our respective signature blocks below, do hereby certify, as of the date of the above-referenced Agreement (the "Agreement"), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement by at least one of the undersigned.
2. Each undersigned held at the time of such authorization and holds at the present time the office set forth below in such undersigned's signature block. Each undersigned's signature set forth below is true and correct.
3. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation (as such terms are defined in the Agreement) exists at the date hereof with respect to the Agreement.
5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Lessee.
6. Lessee has, 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 under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoy in the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

Lessee: College of the Sequoias Community College District
By:
Name:
Title:

*MUST BE SIGNED BY PERSON SIGNING THE AGREEMENT

Lessee: College of the Sequoias Community College District
By:
Name:
Title:

*MUST BE SIGNED ANOTHER OFFICER – OFFICER OTHER THAN PERSON SIGNING THE AGREEMENT

NOTE: NEED TWO SEPARATE OFFICER'S SIGNATURES, ONE OF WHICH MUST BE PERSON SIGNING THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

U.S. Communities Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

FULL LEGAL NAME College of the Sequoias Community College District				
ADDRESS 915 S Mooney Blvd				
CITY Visalia	STATE CA	ZIP 93277	CONTACT Stacey Garster	TELEPHONE NUMBER 559-730-3783
FEDERAL TAX ID NUMBER <i>(Do Not Insert Social Security Number)</i>	FACSIMILE NUMBER		E-MAIL ADDRESS staceyg@cos.edu	

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ray Morgan Company ("Company") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 3131 Esplanade, Chico, CA 95973.

- 1. Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- 2. Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
- 3. Term; Payments.**
 - (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
 - (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Customer shall have the option of terminating the particular Product under a Schedule to this Lease Agreement to which such service failure relates upon thirty (30) days prior written notice to Company. In the event of such termination, Customer shall pay all fees and charges incurred through the termination date of the applicable Product, including any late fee charges (to the extent such late fee charges may be charged pursuant to Section 3(a) of this Lease Agreement).
 - (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3 (c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Company, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Company shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
 - (d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions", (b) for documented cases of non-performance as set forth in Section 3(b) and (c) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-

Customer Initials

CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Company, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. Taxes and Fees. To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. Liability and Insurance. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment

Customer Initials

for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, release, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.
13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Company or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Company from any obligations Company may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Company (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Company to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Company. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products 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 your sole and exclusive responsibility.
15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable

Customer Initials

usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

_____ *Customer Initials*

U.S. Communities Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

This U.S. Communities Product Schedule (this "Schedule") is between Ray Morgan Company ("Company", "we" or "us") and College of the Sequoias Community College District as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and Ray Morgan Company. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

CUSTOMER (BILL-TO) College of the Sequoias Community College District				BILLING CONTACT NAME Stacey Garster			
PRODUCT LOCATION ADDRESS 915 S Mooney Blvd				BILLING ADDRESS (IF DIFFERENT FROM LOCATION ADDRESS)			
CITY Visalia	COUNTY Tulare	STATE CA	ZIP 93277	CITY	COUNTY	CITY	ZIP
BILLING CONTACT TELEPHONE NUMBER 559-737-6169		BILLING CONTACT FACSIMILE NUMBER		BILLING CONTACT E-MAIL ADDRESS staceyg@cos.edu			

PRODUCT / EQUIPMENT DESCRIPTION ("PRODUCT")

QTY	PRODUCT DESCRIPTION: MAKE & MODEL	QTY	PRODUCT DESCRIPTION: MAKE & MODEL
10	MP301SPF	1	PRO7100SX
61	MP3054SP	3	PRO8110S
10	MPC3503		
11	SP3500N		
2	MP4054SP		
5	MP6054SP		

PAYMENT SCHEDULE

Minimum Term (Months) 60	Minimum Payment (Without Tax) \$ 12674.00	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER: _____	Advance Payment <input type="checkbox"/> 1 ST PAYMENT <input type="checkbox"/> 1 ST & LAST PAYMENT <input type="checkbox"/> OTHER: _____
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Sales Tax Exempt: YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> _____ Printed Name _____ Title _____ Date	Accepted by: _____ By: _____ <i>Authorized Signer Signature</i> _____ Printed Name _____ Title _____ Date
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CALIFORNIA JUDICIAL REFERENCE ADDENDUM

AGREEMENT #
2629608

Addendum to Agreement # 2629608 and any future supplements/schedules thereto, between College of the Sequoias Community College District, as Customer and Ray A Morgan Company, as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement by adding the following language:

1. Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to arbitration, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party or parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
3. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
4. Nothing herein shall be deemed to apply to or limit our right (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against us (including actions in bankruptcy court). We may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the process described herein for judicial reference of any Dispute. The parties hereto do not waive any applicable Federal or state substantive law except as provided herein.
5. If a Dispute includes multiple claims, some of which are found not subject to judicial reference, the parties shall stay the proceedings of the Disputes or part or parts thereof not subject to judicial reference until all other Disputes or parts thereof are resolved in accordance with judicial reference. If there are Disputes by or against multiple parties, some of which are not subject to judicial reference, the parties shall sever the Disputes subject to judicial reference and resolve them in accordance with the terms of this Addendum.
6. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Addendum, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described herein. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
7. In the event of any challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith.
8. THE TERMS OF THIS ADDENDUM CONSTITUTE A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Ray A Morgan Company

Lessor/Secured Party

Signature

Title

Date

College of the Sequoias Community College District

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

LESSEE'S GENERAL AND INCUMBENCY CERTIFICATE

AGREEMENT #
2629608

GENERAL CERTIFICATE

Re: Lease Agreement # 2629608, between College of the Sequoias Community College District, as Lessee ("Lessee") and Ray A Morgan Company, as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Agreement (the "Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the state where Lessee is located.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default or a nonappropriation event exists at the date hereof with respect to this Agreement.
4. The acquisition of all of the Equipment under the Agreement has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

College of the Sequoias Community College
District

X

Lessee

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Lease Agreement # 2629608, between College of the Sequoias Community College District, as Lessee ("Lessee") and Ray A Morgan Company, as Lessor.

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above)as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement was approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF -PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
		X

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate

EXHIBIT A SERVICE ORDER SCOPE OF WORK AND SERVICE LEVELS

The following shall apply to any Services provided by the Ray Morgan Company:

I. ONSITE MANAGED DOCUMENT SERVICES (“MDS”)

Managed Document Services

- ✓ Onsite Fleet Management Services
- ✓ Onsite Consumables Management Services

Personnel

Ray Morgan Company shall provide such Personnel as necessary to perform the Services and to meet the Service Levels set forth within this Scope of Work.

- ✓ (1) Full-time (Onsite)

A. Fleet Management Services. As part of its Services set forth below, Ray Morgan Company will manage the Covered Equipment at Customer locations to help Customer maximize the Covered Equipment’s performance, uptime, utilization, and user satisfaction while helping Customer reduce costs.

1. Equipment Installation Management. For any Ray Morgan Company-Provided Equipment (as defined in Exhibit B attached hereto) that is to be installed at Customer locations during the term of this Service Order, Ray Morgan Company will work with Customer to mutually develop an Implementation Plan, which may be set forth in a Statement of Work and attached hereto. The Implementation Plan will set forth the objectives, metrics, requirements and expected timeline of the Ray Morgan Company-Provided Equipment Delivery, Installation and Configuration Services, along with the implementation and commencement of any other Services under this Service Order. Ray Morgan Company will provide a Single Point of Contact (“SPOC”) to meet with Customer on a regular basis (as mutually determined by Ray Morgan Company and Customer) to report of the progress of the Implementation Plan along with any necessary changes or support requirements.

Scope Description- consists of the installation of recommended equipment/solutions at the customer’s site, the removal and return or disposal of old equipment, configuration of new technology including network information such as IP address, subnet mask, default gateways, asset labeling, printer driver setting management, device level programming, applicable software installation such as preparing Java platform for Pharos Uniprint iMFP software.

Project Planning

- Team development (includes Ray Morgan and customer stakeholders)
- Project scope development
- Roles and responsibilities for project team

Project Management

- Project objectives, metrics, deliverables, and timeline
- Communication procedures
- Quality control procedures
- Risk control procedures
- Change management procedures

Installation Processes

- Delivery to workplace
- Installation of hardware and accessories such as external finishers onsite
- Configuration for the customer’s network
- Physical labeling of equipment
- SDK-Java configuration for embedded software (Pharos Uniprint iMFP)

2. Equipment Asset Management Services. Ray Morgan Company will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by this Service Order and will update the Schedules to this Service Order to reflect any Additional Equipment located during such

inventory. Any equipment located during such inventory will be Covered Equipment under this Service Order, except as expressly set forth in writing by Customer. After the initial equipment inventory, Ray Morgan Company will continue to maintain and update the E-Automate Database to include the agreed upon equipment information (including model, ID number, serial number and equipment location) for all Covered Equipment. Ray Morgan Company will obtain meter reads for all Covered Equipment; provided that Customer agrees to provide access to Ray Morgan Company on a timely basis.

Scope Description- provides customer with an improved office efficiency with a centralized device database through reduced cycle time required to update and search for device information, greater accountability and productivity, cost reduction through better equipment utilization, departmental/user asset and cost tracking, and through device metadata, update and add device information for IMAC-D activities.

3. Install, Move, Add, Change and Dispose (“IMAC-D”) Services. Ray Morgan Company will record Covered Equipment IMAC-D data for any such actions with respect to the Covered Equipment [and Monitored Equipment] taken by Ray Morgan Company as part of the Services. For any IMAC-D actions with respect to the Covered Equipment taken by Customer or any third-party vendor, Customer will provide such data to Ray Morgan Company as is reasonably requested by Ray Morgan Company, and Ray Morgan Company will record such data to the extent such data is provided to Ray Morgan Company by Customer or such third-party vendor, as applicable. Ray Morgan Company will provide access to such IMAC-D data to Customer in periodic reports and upon Customer’s request.

Scope Description- provides customers with services to manage requests and ensure device efficiency. Also includes changes to mapping, device setting defaults or other configuration items resulting from a department that shares one device moving to another location with a differently configured device already in place.

IMAC-D Activities

- Assessing and designing services as required to fully understand machine move/install/upgrade requests and determine specific IMAC-D tasks required to address needs while maintain fleet optimization standards
- Inspecting location to identify customer preparations required for installation such as electrical supplies, floor space and network capabilities
- Removing and disposing of products including secure destruction of customer data and hard drives and environmentally sound disposal of machines and consumables
- Reporting continuously on fleet capturing changes in the configuration database

IMAC-D Triggers

- Approving and new machine order management
- Installing relocated or new machines added to the device layout
- Testing and reporting expected device performance after a configuration or installation
- Tagging assets

4. Service Level Management. Ray Morgan Company will monitor and record any service calls on the Covered Equipment along with the Covered Equipment’s uptime and service call response times, to help ensure that Ray Morgan Company are performing the Services in a manner that is designed to meet or exceed the agreed upon Service Levels as set forth in this Service Order or in any service contract with such third-party vendors. Ray Morgan Company will make Service Level compliance data available to Customer in periodic reports and upon Customer’s request.

Scope Description- provides customers with services for proactive service delivery, increasing efficiency and allows consistent service levels across the entire fleet.

Service Level Monitoring

- Maintain and report compliance with service level requirements and Key Performance Indicators (KPI) with customer
- Analyzing data on incidents and ensuring service availability
- Provide trend information for key metrics
- Managing capacity and problem resolution
- Initiating appropriate actions to improve service levels through Service Improvement Plans (SIP)

5. Management Information Reporting. On a regularly scheduled basis, as mutually determined by Ray Morgan Company and Customer, Ray Morgan Company will provide reports to Customer. Ray Morgan Company and Customer will mutually determine what information is to be included in the reports, the format of the reports, and who will require access to such reports.

Scope Description- reviews and analyzes data from components, and systems in order to obtain a true end-to-end view of service achievement against contracted Service Level Agreements and includes providing automated and accurate data gathering, processing data into required formats, transforming data into trend analysis and customer satisfaction reporting.

Information Gathered

- Service Level Targets, achievements and customer satisfaction survey results
- KPI targets and achievements
- Volume Analysis reports
- Utilization reports
- Service Events
- IMAC-D activities
- Asset overview

6. Equipment Training Services. Ray Morgan Company will provide basic operator training on the Ray Morgan Company-Provided Equipment and the Ray Morgan Company MDS tools and processes provided under this Service Order as mutually determined by Ray Morgan Company and Customer. Such training will be delivered through various methods, which may include in-person training, webinar training and recorded video or screencast sessions.

Scope Description- provides training services carried out by specialized trainer, or onsite specialist for all hardware and software to facilitate a successful change management process.

Training Activities

- End User Basic Operation- provides end users with hardware functionality training
- End User Basic Software Operation-provides end users with training to understand the basic functions of software solution products within a working environment, maximizing the software solution benefits
- End User Advanced Software Functionality- provides end users with an understanding of the more advanced features and functions of a specific software solution and how to use these functions within a working environment
- End User Advance Connected Product- covers all advanced features and functionalities on products connected to the customer IT network environment that are not covered in the basic training
- Key Operator- provides training on the products, covering advanced functionalities, and features, troubleshooting and minor problem solving
- Network Connectivity Administrator- ensures that network and system administrators can manage, and monitor products connected to the IT network environment

B. Consumables Management Services. Ray Morgan Company will monitor the inventory of supplies for the Covered Equipment and will order such supplies, from either Ray Morgan Company or the applicable Customer third-party vendor, for delivery on a “just in time basis” at all Customer locations. Customer shall provide the necessary business terms and ordering information for any applicable Customer third-party vendors to allow Ray Morgan Company to order such supplies. It is Customer’s obligation to comply with any Customer third-party vendor contractor or supply contracts. Ray Morgan Company shall not assume any liability or obligations under any third-party vendor service or supply contracts.

Scope Description- proactively manages customer consumables needs with an automated toner replenishment system and a centralized on-site inventory. Services provided include establishing minimum and maximum supply levels per device or location to determine ordering needs, ordering and delivering toner, and returning empty toner cartridges supporting sustainability and environmental policies.

II. EQUIPMENT REPAIR AND MAINTENANCE, SUPPLIES AND SOFTWARE SUPPORT

A. Equipment Repair and Maintenance Services.

1. Description of Services. Ray Morgan Company will, during Normal Operating Hours, repair or replace in accordance with the terms and conditions of this Service Order any part of the Covered Equipment which does not perform according to manufacturer specifications (“Equipment Repair and Maintenance Services”). Ray Morgan Company will perform Preventative Maintenance (“PM”) in accordance with the manufacturer’s suggested schedule. Ray Morgan Company will make commercially reasonable efforts to perform all PM visits during Normal Operating Hours and in a manner not to interrupt the normal operations for Customer. Replacement parts will be furnished on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Covered Equipment, Ray Morgan Company shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Covered Equipment.

2. Service Levels. Ray Morgan Company agrees to meet the following Service Levels:

Quarterly Average Response Time

Ray Morgan Company will provide a one-hour (1) phone response to service calls measured from receipt of the Customer’s call. Ray Morgan Company service technicians will meet a four (4) hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ray Morgan Company service center. Response time is measured in aggregate for all Equipment covered by the Service Order.

Uptime

Ray Morgan Company-Provided Equipment will operate in accordance with the applicable manufacturer’s specifications and will be serviced in a manner designed to meet a minimum quarterly uptime average of ninety-five percent (95%), which shall be calculated based upon an eight-hour day and exclude normal preventive maintenance time and downtime attributable to Customer’s negligence.

In the case of an element of the Service Levels not being achieved a resolution or remedy process is to be engaged. A resolution or remedy will be documented by a corrective action plan tied to an agreed upon timeline to bring the services within targeted standards. The primary indicator of a problem unit of Ray Morgan Company Equipment is consistent failure to achieve the minimum required 95% uptime. Should the uptime of a specific piece of Ray Morgan Company Equipment fall below the ninety-five percent (95%) target, Ray Morgan Company will perform an in-depth evaluation and repair the problem unit to remedy the situation. The unit will then be closely monitored by Ray Morgan Company and if, over the next forty-five (45) day period the ninety-five percent (95%) target is not achieved and the Customer requests a replacement, Ray Morgan Company will replace the Ray Morgan Company Equipment at no expense.

B. Parts and Supplies. Ray Morgan Company will provide certain supplies in connection with its Equipment Repair and Maintenance Services in accordance with the following Service Coverage plans:

Gold Level	Maintenance		Consumables		Additional Supplies	
	Parts	Labor	Toner, Ink	Preventative Maintenance Kits	Staples	Paper
	YES	YES	YES	YES	YES	No

The corresponding Service Coverage plan applicable to each unit of Covered Equipment will be identified, as appropriate, on Schedules 1-2. Any supplies provided by Ray Morgan Company in connection with its Equipment Repair and Maintenance Services for Equipment covered under this Service Order will be provided in accordance with manufacturer’s specifications.

C. Software Support. Ray Morgan Company will, during Normal Operating Hours, provide support for software supplied by Ray Morgan Company (“Software Support”). Software Support is advice by telephone, email or via Ray Morgan Company’s or the software developer’s website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults (remotely or by attendance on site as determined by Ray Morgan Company).

**EXHIBIT B TO SERVICE ORDER
MASTER AGREEMENT – EQUIPMENT DEFINITIONS AND TERMS**

- A. Covered Equipment.** “Covered Equipment” shall mean all Ray Morgan Company-Provided Equipment, Customer-Provided Equipment and Third-Party Equipment, as set forth below.
- 1. Ray Morgan Company-Provided Equipment.** “Ray Morgan Company-Provided Equipment” shall mean all equipment leased by Customer (“Leased Equipment”) from Ray Morgan Company or a Ray Morgan Company leasing partner pursuant to a lease agreement, along with any equipment provided by Ray Morgan Company (“Included Equipment”) as part of the Services and set forth on Schedule 1 attached hereto. Unless otherwise provided in writing by Customer at the time of order, any additional equipment leased by the Customer pursuant to a Master Lease Agreement made pursuant to the Contract during the term of this Service Order shall be considered Leased Equipment and added to this Service Order as Covered Equipment. All Included Equipment shall remain the property of Ray Morgan Company or Ray Morgan Company’s assignee, and Customer shall have no right, title or interest in or to the Included Equipment other than as expressly set forth herein.
 - 2. Customer-Provided Equipment.** “Customer-Provided Equipment” shall mean all equipment owned by Customer and set forth on Schedule 2 attached hereto that will be covered by the Services. All Customer-Provided Equipment shall remain the property of Customer, and Ray Morgan Company shall have no right, title or interest in or to the Customer-Provided Equipment.

**SCHEDULE 1 TO SERVICE ORDER
MASTER AGREEMENT - RAY MORGAN
COMPANY-PROVIDED EQUIPMENT**

Included Equipment:

Campus	Department	Building	Room	Model
Hanford	Vocational Admin	HUB		IM C3500
Visalia	Foundation	Sequoia	3	IM C3500
Visalia	Financial Aid	Sequoia	105	MP 4055
Visalia	EOPS	Sequoia	108	MP 4055
Visalia	Payroll	Sequoia	2	MP 4055
Visalia	Student Svcs Dean 1	Sequoia	101	MP 4055
Visalia	CalWorks	Sequoia	112	MP 4055
Tulare	Assessments	Sequoia	157	MP 4055
Visalia	Accounts Payable	Sequoia	17	MP 4055
Visalia	Social Science Admin	Kern	730	MP 4055
Visalia	Business	Kern	713D	MP 4055
Visalia	Foster Care	Kern	737A	MP 4055
Visalia	Computer Services	Kern	721	MP 4055
Visalia	Athletics	Morro	110	MP 4055
Visalia	District Police	Blue Oak	903	MP 4055
Visalia	Science Admin	John Muir	224	MP 4055
Visalia	Facilities	Blue Oak	901	MP 4055
Visalia	Industrial Technology	Cedar	426	MP 4055
Visalia	Health Center	Giant Forest	116	MP 4055
Visalia	Computer Services	Wolverine	115	MP 4055
Visalia	Math Admin	Kaweah	206A	MP 4055
Visalia	Nursing PTA	John Muir	125	MP 4055
Visalia	Social Science Sycamore	Sycamore	213	MP 4055
Tulare	Tulare B2	B	230	MP 4055
Visalia	MESA Admin	John Muir	124	MP 4055
Visalia	FYE/SSP	Sycamore	109	MP 4055
Visalia	CFS	Tule	504A	MP 4055
Visalia	Music Admin	Sierra	805	MP 4055
Visalia	Student Svcs Counseling	Sequoia	103	MP 4055
Visalia	Student Svcs Registration	Sequoia	156	MP 4055
Visalia	TRIO	Sequoia	209	MP 4055
Visalia	Veterans	Sequoia	106	MP 4055
Visalia	Welcome Center	Sequoia	104	MP 4055
Visalia	Student ASB	Giant Forest	123	MP 4055
Visalia	Bookstore	Giant Forest	139	MP 4055
Visalia	Library Admin	Lodge Pole	1st Flr	MP 4055
Tulare	TRC	B	BICS	MP 4055
Visalia	Accounts Receivable	Sequoia	102	MP 4055
Visalia	Language Arts Admin	Tule	551C	MP 4055
Visalia	AAC	Sequoia	10	MP 4055
Visalia	Administration	Sequoia	Admin	MP 6055
Visalia	Admissions	Sequoia	107	MP 6055
Visalia	Human Resources	Sequoia	5	MP 6055
Hanford	Hanford Center Division	Hanford	PS25	MP 6055
Hanford	Police Academy	Hanford	P25	MP 6055
Visalia	Food Services	Alta Peak	1003	MP 305SPF
Visalia	ELI	Giant Forest	204A	MP 305SPF
Visalia	Science Dean	John Muir	134	MP 305SPF
Visalia	Lecture Hall	Ponderosa	350	MP 305SPF

Visalia	Paralegal Admin Justice	Kern	725	MP 305SPF
Visalia	Audio Visual	Sequoia	106	MP 305SPF
Visalia	Student Services Dean	Sequoia	109	MP 305SPF
Visalia	Work Experience	Sycamore	112	MP 305SPF
Visalia	Language Arts Dean	Tule	550A	MP 305SPF
Hanford	Reception	HUB	HUB	MP 305SPF
Tulare	Tulare CTE	CTE		IM C3500
Visalia	Tulare B 101	B		MP 4055
Tulare	Tulare Student Services	A		MP 4055
Tulare	Tulare DRC	A		MP 305SPF
Tulare	Tulare Welding	Welding		MP 305SPF
Tulare	Tulare Library Office	A		MP 305SPF
Tulare	Tulare Maintenance Ops	MoA		MP 305SPF
Visalia	Tulare Animal Show Case	AS		MP 305SPF
Visalia	Tulare Nursery	Nursery		MP 305SPF
Visalia	Nursing			
		Hospital Rock	101	IM C3500
Tulare	Tulare Arch Lab 1	B	B122	IM C3500
Tulare	Tulare Arch Lab 2	B	B123	IM C3500
Visalia	Business Lab 2	Kern	712A	IM C3500
Visalia	Art Lab 1	Kaweah	264A	IM C3500
Visalia	FYE/SSP Lab	Sycamore	IM 107	IM C3500
Visalia	Library Comp Lab	Lodge Pole	203	IM C3500
Visalia	Library Lab 1	Lodge Pole	1st Flr	IM C3500
Visalia	Library Research	Lodge Pole	1st Flr	IM C3500
Hanford	Student Success Lab Han	Hanford	E65	MP 4055
Hanford	Distance Lab	Main	E67	MP 4055
Hanford	Vocational Ed Lab	HUB	105	MP 4055
Visalia	Language Arts Lab3	Kaweah	260	MP 4055
Visalia	Math Lab1	Kaweah	202A	MP 4055
Visalia	Industrial Tech Lab 3	Buckeye	405	MP 4055
Visalia	Industrial Tech Lab 4	Cedar	421	MP 4055
Visalia	Industrial Tech Lab 5	Cedar	424	MP 4055
Visalia	Student Life ASB Lab1	Giant Forest	2nd Flr	MP 4055
Visalia	Nursing Lab1	Hospital Rock	110	MP 4055
Visalia	Physical Therapy Lab	John Muir	115	MP 4055
Visalia	Language Arts Lab1	Kern	742	MP 4055
Visalia	Science Lab1	John Muir	119	MP 4055
Visalia	Science Lab2	John Muir	211	MP 4055
Visalia	Language Arts Lab2	Kern	738	MP 4055
Visalia	Business Lab 4	Kern	718	MP 4055
Visalia	Math Lab2	Kaweah	204A	MP 4055
Visalia	Business Lab 3	Kern	717	MP 4055
Visalia	Business Lab 5	Kern	719	MP 4055
Visalia	Business Lab 1	Kern	714	MP 4055
Visalia	CFS Fashion Lab	Tule	503	MP 4055
Visalia	Library 1	Lodge Pole	1st Flr	MP 4055
Visalia	Library Z Coin-Op	Lodge Pole	2nd Flr	MP 4055
Visalia	Library 2	Lodge Pole	1st Flr	MP 4055
Visalia	Writing Skills Lab	Lodge Pole	2nd Flr	MP 4055
Tulare	Tulare Computer Lab2	B	B119	MP 4055
Visalia	Tulare Computer Lab4	B	B220	MP 4055
Tulare	Tulare Computer Lab3	B	B120	MP 4055
Tulare	Tulare Computer Lab5	A	A202	MP 4055
Tulare	Tulare Library Copy Area	A	A207	MP 4055
Tulare	Tulare Library Copy Area	A	A207	IM C3500

Hanford	Hanford Center Lab1	Hanford	Library	IM C3500
Visalia	Copy and Mail 1	Blue Oak	902	Pro 8310S
Visalia	Copy and Mail 2	Blue Oak	902	Pro 8310S
Visalia	Copy and Mail 3	Blue Oak	902	Pro 8300S
Visalia	Copy and Mail	Blue Oak	902	Pro C7200S
Visalia	Cal Works Student Print	Sequoia	112	SP 3710
Visalia	EOPS Student Printing	Sequoia	108	SP 3710
Visalia	Math PC1 Engineering	John Muir	208	SP 3710
Visalia	Athletics PC1	Morro	110G	SP 3710
Visalia	Counseling PC4	Sequoia	103	SP 3710
Visalia	Accounts Receivable PC1	Sequoia	102	SP 3710
Visalia	Copy & Mail UPS	Blue Oak	902	SP 3710
Visalia	Accounts Receivable PC2	Sequoia	102	SP 3710
Visalia	Accounts Receivable PC3	Sequoia	102	SP 3710
Visalia	Accounts Payable PC4	Sequoia	17	SP 3710
Visalia	Library PC1	Lodge Pole	1st Flr	SP 3710
Visalia	Athletics PC2	Morro	110H	SP 3710
Visalia	Counseling PC5	Sequoia	103	SP 3710
Visalia	Counseling PC6	Sequoia	103	SP 3710
Visalia	Nursing PC1	Hospital Rock	107	SP 3710
Visalia	Admissions PC5	Sequoia	107	SP 3710
Visalia	Counseling ELI PT	Kern	732	SP 3710
Visalia	Payroll PC2	Sequoia	2	SP C360
Tulare	Tulare DRC Testing Center	A	207	SP C360
Visalia	Business Dean	Kern	716	SP C360
Visalia	Business PC2	Kern	713F	SP C360
Visalia	FYE Counseling PC2	Sycamore	109A	SP 3710
Visalia	FYE Counseling	Sycamore	109D	SP 3710
Visalia	FYE Counseling PC3	Sycamore	109C	SP 3710
Visalia	Counseling PC2	Sequoia	103	SP 3710
Visalia	Science Dean	John Muir	133	SP C360
Visalia	Health Center PC1	Giant Forest	116	SP C360
Visalia	Counseling PC9	Sequoia	103	SP C360
Hanford	Police Academy PC2	Hanford		SP C360
Tulare	Tulare Counseling PC2	A		SP 3710
Tulare	Tulare Counseling PC1	A		SP 3710
Tulare	Adjunct	A		SP 3710
Tulare	Access & Ability PC1	A	103	SP 3710
Tulare	Student Svcs Counter	A		SP 3710
Tulare	Counseling PC3	A		SP 3710
Visalia	Library PC4	Lodge Pole		SP 3710
Visalia	Counseling PC6	Sequoia	103	SP 3710
Visalia	Business PC3	Kern	713F	SP 3710
Visalia	Admissions PC3	Sequoia	107	SP 3710
Visalia	Computer Services	Wolverine	115	SP 3710
Visalia	Library PC3	2nd		SP 3710
Visalia	Accounts Pay PC2 MICR	Sequoia	17	SP 3710
Visalia	Copy and Mail	Blue Oak	902	HP DJ Z6

**SCHEDULE 2 TO SERVICE ORDER
MASTER AGREEMENT -CUSTOMER-PROVIDED EQUIPMENT**

Customer-Provided Equipment:

Campus	Department	Building	Room #	ID #	Model
Tulare	Tulare Annex	Annex		141985	RICOH MP 3055SP AD
Hanford	Writing Lab			142762	RICOH MP 3055SP AD
Visalia	Mathematics	Kaweah	251	142989	RICOH MP 3055SP AD
Visalia	Math Lab 3	John Muir	223	165049	RICOH MP 3055SP AD
Hanford	Hanford Math Lab	E	92	165050	RICOH MP 3055SP AD
Tulare	Tulare Math Lab	B	121	165051	RICOH MP 3055SP AD
Visalia	Technology	Kern	721	141714	RICOH MPC307-RS
Visalia	Planning Research	Sequoia	Admin	142797	RICOH MPC307-RS
Tulare	Administration	A	108	153621	RICOH MPC3504EX-RS
Visalia	Facilities/Upstairs	Blue Oak	901	141949	RICOH MPC2504EX-RS
Visalia	Nursing	Hospital Rock	101	121703	RICOH MPC3503-RS
Tulare	Tulare Training Center	COS Training		132515	RICOH MPC3503-RS
Visalia	Puente Lab	Tule	569	121866	RICOH MP3054SP-RS
Visalia	Student Svcs Transfer Cen	Giant Forest	204	132388	RICOH MP3054SP-RS
Visalia	Access & Ability	Sequoia	9	132393	RICOH MP3054SP-RS
Visalia	BSSOT Grant	Alpine	2	140366	RICOH MP3054SP-RS
Visalia	Student Svcs Evaluations	Sequoia	109	141894	RICOH MP301SPF-RS
Visalia	Student Success Lab1	Kern	733	115965	RICOH MP C401SP-RS
Visalia	Student Success Lab2	Morro	110	115988	RICOH MP C401SP-RS
Visalia	Travelling Printer ESL			165071	RICOH SP330DN
Visalia	Travelling Printer ESL2			165054	RICOH SP330DN
Visalia	Administration	Administration		162471	RICOH SP3710DN
Visalia	Administration PC1	Administration		162469	RICOH SP3710DN
Visalia	Athletics PC 4	Morro	107F	165097	RICOH SP3710DN
Visalia	YESS Program	Sequoia	157	165474	RICOH SP3710DN
Visalia	NEXTUP Program PC2	Sequoia	157B	165472	RICOH SP3710DN
Visalia	YESS Program PC1	Sequoia	157E	165475	RICOH SP3710DN
Visalia	NEXTUP PC1	Sequoia	157A	165473	RICOH SP3710DN
Visalia	Access & Ability Testing	Sequoia	12A	162887	HP P57750dw
Visalia	Access & Ability Testing	Sequoia	8B	168117	HP P57750dw
Visalia	Admissions PC7	Sequoia	107	162439	HP E60055dn
Visalia	Dean Arts & Letters	Tule	550A	165100	HP CLJE55040dw
Tulare	Police Permit Printer	Tulare		162444	HP LJ Pro 400
Tulare	Tulare Annex	Annex		162445	HP LJ Pro 400
Hanford	Police Permit Printer	HUB		162481	HP LJ Pro 400
Visalia	Police Permit Printer	Blue Oak	903	122177	HP LJ Pro 400
Visalia	Admissions PC1	Sequoia	107	162728	HP LJ Pro 400
Visalia	Access & Ability PC4	Sequoia	10	102993	RICOH SP3500N-R
Visalia	Tulare Admin PC1	A	109	99239	RICOH SP3500N-R
Visalia	Science PC1	John Muir	137	105030	RICOH SP3500N-R
Visalia				99242	RICOH SP3500N-R
Hanford	Green Room PC1	Sawtooth	302J	105667	RICOH SP3500N-R
Visalia	EOPS PC3	Sequoia	108	105668	RICOH SP3500N-R
Visalia	EOPS PC4	Sequoia	108	105818	RICOH SP3500N-R
Visalia	EOPS PC5	Sequoia	108	112346	RICOH SP3500N-R
Visalia	Counseling PC8	Sequoia	103	111103	RICOH SP3500N-R
Visalia	Counseling Veterans	Sequoia	106	111102	RICOH SP3500N-R
Visalia	Access & Ability PC8	Sequoia	10	100310	RICOH SP3500N-R
Visalia	Counseling PC10	Sequoia	103	111154	RICOH SP3500N-R
Visalia	Box Office	Sawtooth	320A	111880	RICOH SP3500N-R
Visalia	Counseling PC7	Sequoia	103	111105	RICOH SP3500N-R
Visalia	Veterans Coordinator	Sequoia	106	105000	RICOH SP3500N-R

Visalia	Counseling PC1	Sequoia	103	111104	RICOH SP3500N-R
Visalia	Counseling PC3	Sequoia	103	111106	RICOH SP3500N-R
Visalia	Athletics PC3	Morro	110J	115847	RICOH SP3500N-R
Visalia	CFS PC2	Tule	502B	115843	RICOH SP3500N-R
Tulare	Tulare Science PC2	B	209	115844	RICOH SP3500N-R
Visalia	Business	Kern	711F	115845	RICOH SP3500N-R
Visalia	Access & Ability PC16	Sequoia	9J	111879	RICOH SP3500N-R
Tulare	Tulare B PC1	Building B	B102	115848	RICOH SP3500N-R
Visalia	EOPS PC6	Sequoia	108	112200	RICOH SP3500N-R
Visalia	Access & Ability PC9	Sequoia	10D	115739	RICOH SP3500N-R
Visalia	Business PC6	Kern	711E	132538	RICOH SP3500N-R
Visalia	Adjunct Counseling PC12	Sequoia	103	115941	RICOH SP3500N-R
Visalia	Business PC7	Kern	711C	132540	RICOH SP3500N-R
Visalia	Counseling Adjunct PC11	Sequoia	103	112148	RICOH SP3500N-R
Hanford	Police Academy PC1	Hanford	PS24C	115987	RICOH SP3500N-R
Visalia	EOPS PC7	Sequoia	108	115834	RICOH SP3500N-R
Visalia	Computer Svcs Tech	Lodge Pole		121422	RICOH SP3500N-R
Tulare	Tulare Cashier PC1	A		132530	RICOH SP3500N-R
Visalia	Access & Ability PC14	Sequoia	10F	132411	RICOH SP3500N-R
Visalia	Business PC8	Sequoia	718A	132539	RICOH SP3500N-R
Visalia	Access & Ability PC13	Sequoia	8B	132408	RICOH SP3500N-R
Visalia	Access & Ability Writing	Sequoia	209	132410	RICOH SP3500N-R
Visalia	Access & Ability PC12	Sequoia	9	132402	RICOH SP3500N-R
Visalia	Access & Ability PC7	Sequoia	10G	132401	RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Sequoia	103	132379	RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Giant Forest	204A	132387	RICOH SP3500N-R
Visalia	Student Svcs J Morrison	Sequoia	101	132381	RICOH SP3500N-R
Visalia	Counseling PC13	Sequoia	103	132380	RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Giant Forest	204	132384	RICOH SP3500N-R
Visalia	Welcome Center PC2	Sequoia	104	132382	RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Giant Forest	204	132383	RICOH SP3500N-R
Visalia	Curriculum	Sequoia	6	140129	RICOH SP3500N-R
Visalia	Health Center PC2	Giant Forest	116	132519	RICOH SP4510DN-RS
Visalia	Student Svcs Tran Cen	Giant Forest	204	132400	RICOH SP4510DN-RS
Visalia	Access & Ability PC1	Sequoia	9	132403	RICOH SP4510DN-RS
Visalia	Financial Aid PC1	Sequoia	105	132518	RICOH SP4510DN-RS
Visalia	Financial Outreach PC1	Sequoia	105	132517	RICOH SP4510DN-RS
Visalia	Purchasing PC1	Sequoia	2	132529	RICOH SP4510DN-RS
Visalia	MESA PC1	John Muir	124	141766	RICOH SP4510DN-RS
Visalia	Payroll MICR	Sequoia	2	153729	RICOH SP4510DN-RS
Visalia	EOPS PC11	Sequoia	108	140307	RICOH SP3600DN
Visalia	EOPS PC9	Sequoia	108	140309	RICOH SP3600DN
Visalia	EOPS PC8	Sequoia	108	140310	RICOH SP3600DN
Visalia	EOPS PC10	Sequoia	108	140308	RICOH SP3600DN
Visalia	Safety Compliance	Utility	Plant	141556	RICOH SP3600DN
Visalia	Business Mazola	Kern	718D	142620	RICOH SP3600DN
Visalia	Puente Center	Tule	569	153981	RICOH SP3600DN
Visalia	Access & Ability PC11	Sequoia	9	132509	RICOH SPC250DN
Visalia	Financial Aid PC2	Sequoia	105	132513	RICOH SPC250DN
Visalia	Industrial Tech	Cedar	426	132508	RICOH SPC250DN
Visalia	Access & Ability			132404	RICOH SPC250DN
Visalia	Access & Ability PC1	Sequoia	9	140403	RICOH SPC252DN
Visalia	MESA	John Muir	124	141767	RICOH SPC252DN
Hanford	Hanford Health Center	Hanford		141596	RICOH MFP C252SF
Tulare	Tulare Health Center	Tulare		141597	RICOH MFP C252SF
Visalia	Access & Ability Adjunct	Sequoia	10E	141700	RICOH MFP C252SF
Visalia	Financial Aid PC4	Sequoia	105	165419	RICOH SP6430DN
Visalia	Student Svcs Dean PC3	Sequoia	101	142968	RICOH SPC440DN

Hanford	Admin Provost	HUB	117	140231	RICOH SPC435DN
Visalia	EOPS PC1	Sequoia	108	141559	RICOH SPC435DN
Visalia	REALM Grant	John Muir	132	141984	RICOH SP C262SFNw
Visalia	Physical Therapy Lab	Hospital Rock	113	142911	RICOH SP C262SFNw
Visalia	Chemistry Lab	John Muir	214	142994	RICOH SP C262SFNw
Visalia	Paralegal Admin Justice	Kern	711A	153622	RICOH SP C262SFNw
Visalia	Athletic Sports Medicine	Morro		165330	RICOH SP C262SFNw
Visalia	PTA Lab	John Muir	725	142735	RICOH SP C262DNw
Tulare	Tulare Nursery Man	Ag & Tech	NM101	153619	RICOH SP C262DNw
Visalia	Hanford Fire Academy	Hanford	PS29	162437	RICOH SP C262DNw
Visalia	Access & Ability PC5	Sequoia	10	165066	RICOH SP C262DNw
Visalia	Welcome Center PC4	Sequoia	102	165070	RICOH SP C262DNw
Visalia	Language Arts PC3	Kaweah	211	153996	RICOH SP 377SFNwX

IN WITNESS WHEREOF, the parties have executed this Scope of Services as of the date first written above.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

RAY MORGAN COMPANY

By: _____

Name: _____

Title: _____

Date: _____



Ray Morgan Company

DOCUMENT TECHNOLOGY SOLUTIONS

An RMC Proposal for the
College of the Sequoias

Presented by
Sam Barber
Vice President

Kurt Crosina-Sahm
Enterprise Solutions Manager

March 12, 2020

Confidential for the exclusive use of College of the Sequoias

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Executive Summary

Thank you for the opportunity to present this proposal. We appreciate your thoughtful review and consideration.

Our objective in developing the recommendations in the following pages is to provide a clear advantage in how the College of the Sequoias (COS) manages print output, offers BYOD options, secures information and enhances how information is developed and processed.

Central to our approach is a deep understanding of the unique demands at each campus. These demands continue to evolve as black and white printing has dropped while color volume has grown significantly. Departmental machines require multiple user access which is often heavy during peak or prep periods and the need for reliability and ease of use is important. In addition, flexibility in releasing print jobs can ensure that instructor and staff time is best spent furthering your educational mission, not dealing with complicated workflows or processes related to print. Developing strategies that establish the balance between work produced by departments and work produced by Copy and Mail is also a focus of our approach.



To this end, we are excited to provide this proposal to COS that has the following significant advantages;

- ***Refresh current leased equipment and bring the owned equipment up to the COS Technology Plan Guidelines***
- Provide significantly enhanced technology for increased productivity and end-user satisfaction
- Provide increased security through additional standard advanced security features
- ***Adjust print volumes to be in line with current trends***
- Provide for comprehensive Large Format device upgrade including supply/service coverage
- Improve Copy and Mail production with rightsized options, increased reliability and the ability to create an output strategy that ensures that ensure they produce large print jobs, not departments.
- Leverage the investment made in Pharos Uniprint to provide Flexible, secure “follow me” print workflow, BYOD support through Mobile print, reduced reliance on physical kiosks and improved student funding and interaction for Uniprint through improved awareness for the My Pharos Print Center
- ***An engaged, professional onsite staff with local management and local decision making***

We look forward to reviewing this proposal with you and thank you again for this opportunity.

Sincerely,

Sam Barber
Area Vice President
Ray Morgan Company

Kurt Crosina-Sahm
Enterprise Solutions Manager
Ray Morgan Company

COS Current Print Environment

COS Current Print Output Devices

The devices included in the current COS/Ray Morgan agreement consist of;

- 4- Leased Production Devices in Copy and Mail
- 89- Leased Multi-Function Devices
- 11- Leased Printers
- 35- Owned Multi-Function Devices
- 135- Owned Printers
- 1-HP Large Format Printer

The current COS/Ray Morgan Agreement includes the following annual volumes;

- 1,020,000 black and white images for single function printers
- 156,000 color images for single function printers
- 14,802,000 black and white images for multi-function devices
- 42,000 color images for multi-function devices
- 0 color images for production device (Ricoh C7100SX)
- Service only for the HP large format printer

The actual annual volumes COS produces are;

- 889,992 black and white images for single function printers
- 117,420 color images for single function printers
- 9,689,004 black and white images for multi-function devices
- 201,540 color images for multi-function devices
- 183,917 color images for production device (Ricoh C7100SX)

COS Current Print Management Software

Pharos UniPrint Software including Site License for Off the Glass (Copying) Printing, Mobile Print, Departmental Cost Center Chargeback, My Pharos Print Center (User Portal), PayPal Payment Gateway for My Pharos Print Center for adding funds and guest creation, Pharos iMFP for Ricoh

COS Current Onsite Managed Services

Matthew Marcha is the dedicated Ray Morgan Onsite Specialist supporting COS and provides for COS Managed Print Services, Multi-Function Device Services and First Response, Supply Management, Service Management, End User Training, Technology Assessment, Analytical Reporting and IMAC-D processes

COS Current Print Environment Monthly Costs

Current Agreement	\$25,016
Additional Images	\$202

Pharos Annual Support	\$1,187
Owned Equipment (original grant purchase, cost if leased)	\$1,698
HP Wide Format (does not include supplies)	\$350
Total	\$28,453

Proposed Solution

COS Equipment Refresh

Based on discussions with the Copy and Mail staff, RMC is recommending the following upgrades;

Fleet Models	Quantity	Comments
Ricoh MP 305SPF Document Feeder, Cabinet, Additional Paper Trays	16	Desktop MFP Device for lower volumes
Ricoh MP 4055 Document Feeder, Cabinet, Departmental version has Internal Finisher (40) or External Finisher (2) and Hole Punch (2)	70	Workgroup Departmental and Lab MFP
Ricoh IM C3500 Document Feeder, , Departmental version has Internal Staple Finisher, Additional Paper Trays (4)	14	Color Workgroup Departmental and Lab MFP
Ricoh MP 6055 Document Feeder, Additional Paper Trays, External Finisher, and Hole Punch	5	Departmental Workgroup MFP
Ricoh SP C360DNw Color Printer	8	Color Laser Printer
Ricoh SP 3710DN Black and White Printer	34	Black and White Laser Printer

Copy and Mail Models	Quantity	Comments
Ricoh Pro 8300S Production B&W device with Booklet Saddle Stitch Finishing, Post Process Insertion, Print Controllers Post Script, Large Capacity Tray and 2/3 Three Hole Punch	1	Production Device
Ricoh Pro 8310S Production B&W device with Booklet Saddle Stitch Finishing, Post Process Insertion, Print Controllers Post Script, Large Capacity Tray and 2/3 Three Hole Punch	2	Production Device
Ricoh Pro C 7200S Production Color device with Booklet Saddle Stitch Finishing, Fiery Controller, 2/3 Three Hole Punch, and Production Booklet Maker	1	Production Color Device
HP Z6 44" Large Format Printer with PostScript Graphics Printer	1	Large Format Color Printer

A detailed listing of the replaced models and locations can be found in the section marked "Appendix A"

COS Equipment Remaining on Agreement

COS Owned Multi-Function Devices (19)

COS Owned Single Function Printers (104)

A detailed listing of the remaining models, locations and Lifecycle Management Recommendations can be found in the section marked “Appendix B”

Proposal Key Benefits

✓ **Provide significantly enhanced technology for increased productivity and end-user satisfaction**

The proposed Ricoh Departmental Multi-Function Devices put productivity on display. You face difficult choices every day. Fortunately, they’re a lot easier to make when you have the right information. With the advanced 10.1"-wide Super VGA Smart Operation Panel, you can pinch, swipe and scroll like you do on your smartphone or tablet to check and adjust settings, automate tasks and distribute information with speed and precision. Set shortcuts to expedite everyday jobs. Print and distribute files while on the move using your personal mobile device. Help keep your best ideas safe with user authentication and other security capabilities. Plus, the versatile all-in-one MFP is designed specifically to use less energy, which helps reduce costs.

- Print up to 60 black-and-white prints/copies per minute
- Use the Smart Operation Panel to copy, print, scan and fax quickly
- Create automated workflows and shortcuts to simplify everyday tasks
- Share information from your smartphone or tablet using the MFP

✓ **Improve Copy and Mail production with rightsized options and increased reliability**

Gain a competitive edge for your printing operations with the innovative technology built into the RICOH Pro 8300/8310 multifunction production printer. These systems allow for the smooth digital transformation of your short-run offset printing jobs to a streamlined digital workflow, without sacrificing quality. Develop opportunities for your operation by capturing the short-run, “book-of-one” publishing market and just-in-time manufacturing documentation. Help increase your margins and restore valuable capacity to your color printing devices with a dedicated monochrome system that brings efficiency and an economic advantage to your workflows, including the power to interpose color covers and inserts up to 350 g/m2 with air-assisted media handling, print on extremely lightweight stocks and create unique applications on synthetic media.

Produce everything from brochures, product manuals, prospectuses and direct mail to gallery-quality fine art prints with available configurations to suit a wide range of workflows. Change consumables on-the-fly, and choose from an expanded range of inline finishing, along with an array of near-line and offline options for true end-to-end document production. Grow your bottom line with a volume capacity of 1,000,000 pages per month and the backing of a large field organization and Ricoh’s around-the-clock dedication to keeping you up and running.

- Reliably output up to 1,000,000 pages per month.
- Drive consistent quality with 2400 × 4800 dpi VSCSEL Imaging Technology.
- Print on a broad range of media, including heavy stock up to 350 g/m2 .

- Print on coated sheets up to 13" × 27.5" with the optional Vacuum Feed LCIT Oversize Sheet Tray. New, tablet-like 17" Android™ -based Smart Operation Panel.
- Quickly digitize records or send information electronically via several scan-to capabilities.
- Expand paper capacity up to 12,600 sheets to extend uninterrupted print runs.
- Automate finishing to produce professional results in less time

✓ **Provide increased security through additional standard advanced security features**

At the heart of the Ricoh security model is the device itself. The Operating System (OS) at the core of our current Ricoh-designed devices has been specifically engineered and hardened by Ricoh for our equipment, and many of our MFP device models are certified to the IEEE 2600.2 Standard Protection Profile for Hardcopy Devices. Hard disk encryption and disk overwrite security come standard on some of our devices and help ensure that processed data remains confidential. Ricoh has worked hard to ensure that device security is not weakened by the introduction of the Smart Operations Panel — which also uses a Ricoh-only OS. Ricoh does not install unnecessary components, and root access is not available. Embedded applications must pass Ricoh Compatibility testing and be digitally signed before they can run on the Smart Operation Panel. Ricoh is committed to working with our customers to deliver products and services that are in sync with your IT and network security policies. Ricoh uses a number of techniques to help protect against “man-in-the-middle” or “inside job” threats — including end-to-end encryption of print and scan files, encryption of data on servers and segregation of administrator duties. An industry leading range of security services — including consultancy and managed services — wraps around the other layers to monitor, optimize and effectively manage document and information security.

✓ **Provide for comprehensive Large Format device upgrade including supply/service coverage**

With the HP Z6 Large Format Graphics Printer, read details more clearly and see high-contrast color with new high-definition HP printheads. Handle complex files and secure your printers/data. Clearly distinguish subtle details, read details more clearly and see high-contrast color with new high-definition HP printheads. No need for light inks with HP's dual drop technology. Get smooth gradients, even for challenging color combinations, with HP Pixel Control. Work with water- and fade-resistant prints, indoors and out, with HP

Work without delays, handle even the most complex files with powerful processing architecture and the Adobe PDF Print Engine. Print up to 20% faster with 2400 nozzle-per-inch, high-definition HP printheads. Spend less time on media changes and adjustments with dual roll support and automatic roll switching. Protect your work and your information, protect printers/data from unauthorized access with HP Secure Boot, whitelisting, and encrypted hard disk. Protect documents, preserve confidentiality with authentication solutions like PIN printing, card readers.

✓ **Leverage the investment made in Pharos Uniprint to provide Flexible, secure “follow me” print workflow, BYOD support through Mobile print, reduced reliance on physical kiosks and improved student funding and interaction for Uniprint through improved awareness for the My Pharos Print Center**

Pharos Uniprint software is embedded in the device, allowing organizations to harness the power of Pharos technology directly from the touchscreen control panel of their preferred multi-function printer. A single device is thus capable of delivering not only print, copy, scan, fax, and e-mail services but also Pharos-powered authentication, print release, and print/copy accounting, and more.

Secure Release Here® The iMFP is protected from unauthorized use because users must authenticate themselves before they can use the device. And since jobs are only printed when the person who submitted them is physically present at the iMFP, document confidentiality is protected. Secure Release Here also provides users with unparalleled flexibility by enabling them to print their jobs at any iMFP. And waste is reduced because users print only the jobs they really need—rather than every job they submitted.

ID Card Devices- A wide range of card manufacturers and technologies can be integrated into the system for user authentication and print/copy accounting.

Single User Interface- The touchscreen panel of the iMFP contains the interface to the user-facing features of Uniprint® (for print) and Off-The-Glass (for copy), or Blueprint® Enterprise. The same Pharos user interface is featured on all supported MFPs you have invested in.

Departmental Chargeback- Users can easily charge the cost of print/copy jobs to a grant, department, or budget center using the iMFP's touchscreen control panel. Reporting A large library of reports is available, and the system tracks jobs that users submitted but did not print from the iMFP, allowing companies to measure their progress in reducing printing waste. Behind the scenes, the software gathers usage data as well as print/copy volumes for each device, enabling fact-based decisions to be made about user behavior, relocating or adding equipment.

MobilePrint to enable print from any e-mail or web-enabled device, on or off-site, to any Pharos-secured printer, regardless of manufacturer. With MobilePrint, you can leverage and extend your Uniprint investment, making the jobs of users (students/patrons/ employees) as well as administrators and IT professionals much easier.

Driverless Printing- MobilePrint does not require print drivers or any applications to be downloaded. All a user needs is a web browser or the ability to send e-mail. Print jobs can be easily sent from all versions and flavors of Windows®, Mac, and Linux. It's that simple.

Secure Printing- MobilePrint can leverage our Secure Release Here® technology to provide superior document security. To release a print job, users must be present at the device to authenticate. Following successful authentication at the device, a list of their print jobs is displayed. They can simply select the job(s) they want to print and press "print" to collect their documents.

Greater use and expansion Uniprint My Print Center Users can easily manage their printing account via a web browser, including:

- View and release print jobs sent via Pharos Queues and Popups, including password protected jobs.
- Check available balance/ funds in multiple Pharos banks and purses. Users can select their payment option and charge their print jobs to Third Party Charging, such as Cost Centers and Grants.
- View account activity history to review funds they've added or transferred, costs of various jobs (print, copy, scan), jobs that have been deleted or purged, and more. If a user has a job they have to dispute, they can easily find it in their activity list for reporting.
- Select from printers they previously used, or search for a different device they would like to use. For organizations using MobilePrint with Uniprint, users can:
- Upload documents to the print queue.
- Modify finishing options for jobs submitted by e-mail or web upload (options include switching from color to monochrome, simplex vs. duplex, multi-up on a page, and setting the number of copies). For organizations using the Credit Card Gateway with Uniprint, users can:

- Add funds directly to their Pharos banks via any major credit card, or PayPal account. **Avoid walking to a Pharos kiosk or coin machine to add funds.**

- ✓ **Refresh current leased equipment and bring the owned equipment up to the COS Technology Plan Guidelines**

18 Owned Multi-Function Devices and 33 owned printers replaced to be in compliance with COS Technology Plan Guideline which identifies a maximum 7-year replacement schedule

- ✓ **Adjust print volumes to be in line with current trends**

Color volume increased to match current use

- ✓ **An engaged, professional onsite staff with local management and local decision making**

Please see proposed Scope of Services in the section marked “Appendix D Scope of Onsite Services”

- ✓ **Creating an understanding within the COS staff of how their print practices affect the District**

The final factor is often the most difficult to achieve but is by far the most important. In our experience, staff will support initiatives to optimize print activities when the objectives are clearly communicated, reporting is non-invasive, and the technology available empowers them to be successful. RMC can provide actionable data to determine how best to develop a complete output strategy that aligns Office Print (including desktop), Production Print through Copy and Mail, and externally sourced Production Print that is often overlooked. Winning the hearts and minds can be accomplished through clear and concise messaging as illustrated below from one of our partners.



US Communities Agreement

U.S. Communities is a —National Local Government Purchasing Group|| that is a nonprofit instrumentality of government formed under the U.S. Code, Title 26, Internal Revenue Code, Section 115. This Master Agreement in conjunction with Public Agency ‘s governing purchasing laws and ordinances, and can be utilized by all public agencies, except Federal, that have authority to purchase from another public agency’s competitively solicited contract. Eligible participants include: Counties, Cities, Special Districts, Schools,

Colleges and Universities and Nonprofits. Nonprofits include, but are not limited private K-12 and Higher Education, healthcare and legal and financial, such as credit unions.

Today, state and local government organizations, K–12 districts and institutions of higher education face unprecedented pressure to maintain or enhance service levels — despite static or shrinking budgets. In the face of these challenges, organizations need new and better ways of operating. They also need innovative solutions designed to help optimize costs, enhance security, address sustainability and improve workflows. Through our relationship with OMNIA Partners (subsidiary U.S. Communities), Ricoh and our network of dealers are uniquely positioned to help address these challenges. Led by Fairfax County, Virginia, contract #4400003732 has been competitively solicited on a national level. This process enables most state, local and educational institutions to engage Ricoh or our dealers through a simplified procurement process. The streamlined process accelerates the ability to tap into the benefits of Ricoh devices, as well as services and solutions. The right information at the right time in the right form We're more than just printers and copiers. We transform the way people work and communicate. With our expertise in capturing, managing and transforming information, we deliver a broad portfolio of services and technologies that empower digital workplaces. By providing you with the ability to collaborate anytime, anywhere with real-time exchanges of ideas, we can help you innovate, grow and work smarter. Ricoh is committed to assisting governmental agencies and nonprofit organizations in transforming the way you work. Through our relationship with OMNIA Partners, Ricoh is uniquely positioned to help your organization take full advantage of the latest workplace technology. OMNIA Partners participants now have a publicly solicited cooperative contract that allows them to take advantage of the full power of Ricoh's technology and services portfolio. Ricoh is assisting organizations, both public and private, in addressing their information security and compliance, sustainability, process improvement and cost optimization efforts.

US Communities Contract Documentation is detailed in the section marked "Appendix C"

Financial Summary

Current Monthly Print Environment Costs: \$28,453

Proposed Monthly Solution Cost: \$28,313

Monthly Savings (\$140)

Proposed Annual Volumes and Annual Overages *(increase in color and decrease in black and white)*

Fleet Printers/Multi-Function Devices BW	10,500,000 Per Year, additional images \$.009
Fleet Printers/Multi-Function Devices CLR	350,000 Per Year, additional images \$.10
Production Devices CLR	200,000 Per Year, additional images \$.039
HP DesignJet Z6 Large Format Printer CLR	7,500sq ft Per Year
HP DesignJet Z6 Large Format Printer BW	1,200sq ft Per Year

Implementation June 2020 with new agreement billing to begin July 2020 to coincide with COS Fiscal Year

Appendix A Replaced Units

Departmental Multi-Function Devices Being Replaced

Campus	Department	Building	Room #	Model	Proposed Model
Hanford	Vocational Admin	HUB		RICOH MPC3503-RS	IM C3500
Visalia	Foundation	Sequoia	3	RICOH MPC3503-RS	IM C3500
Visalia	Financial Aid	Sequoia	105	RICOH MP3054SP-RS	MP 4055
Visalia	EOPS	Sequoia	108	RICOH MP3054SP-RS	MP 4055
Visalia	Payroll	Sequoia	2	RICOH MP3054SP-RS	MP 4055
Visalia	Student Svcs Dean 1	Sequoia	101	RICOH MP3054SP-RS	MP 4055
Visalia	CalWorks	Sequoia	112	RICOH MP3054SP-RS	MP 4055
Tulare	Assessments	Sequoia	157	RICOH MP3054SP-RS	MP 4055
Visalia	Accounts Payable	Sequoia	17	RICOH MP3054SP-RS	MP 4055
Visalia	Social Science Admin	Kern	730	RICOH MP3054SP-RS	MP 4055
Visalia	Business	Kern	713D	RICOH MP3054SP-RS	MP 4055
Visalia	Foster Care	Kern	737A	RICOH MP3054SP-RS	MP 4055
Visalia	Computer Services	Kern	721	RICOH MP3054SP-RS	MP 4055
Visalia	Athletics	Morro	110	RICOH MP3054SP-RS	MP 4055
Visalia	District Police	Blue Oak	903	RICOH MP3054SP-RS	MP 4055
Visalia	Science Admin	John Muir	224	RICOH MP3054SP-RS	MP 4055
Visalia	Facilities	Blue Oak	901	RICOH MP3054SP-RS	MP 4055
Visalia	Industrial Technology	Cedar	426	RICOH MP3054SP-RS	MP 4055
Visalia	Health Center	Giant Forest	116	RICOH MP3054SP-RS	MP 4055
Visalia	Computer Services	Wolverine	115	RICOH MP3054SP-RS	MP 4055
Visalia	Math Admin	Kaweah	206A	RICOH MP3054SP-RS	MP 4055
Visalia	Nursing PTA	John Muir	125	RICOH MP3054SP-RS	MP 4055
Visalia	Social Science Sycamore	Sycamore	213	RICOH MP3054SP-RS	MP 4055
Tulare	Tulare B2	B	230	RICOH MP3054SP-RS	MP 4055
Visalia	MESA Admin	John Muir	124	RICOH MP3054SP-RS	MP 4055
Visalia	FYE/SSP	Sycamore	109	RICOH MP3054SP-RS	MP 4055
Visalia	CFS	Tule	504A	RICOH MP3054SP-RS	MP 4055
Visalia	Music Admin	Sierra	805	RICOH MP3054SP-RS	MP 4055
Visalia	Student Svcs Counseling	Sequoia	103	RICOH MP3054SP-RS	MP 4055
Visalia	Student Svcs Registration	Sequoia	156	RICOH MP3054SP-RS	MP 4055
Visalia	TRIO	Sequoia	209	RICOH MP3054SP-RS	MP 4055
Visalia	Veterans	Sequoia	106	RICOH MP3054SP-RS	MP 4055
Visalia	Welcome Center	Sequoia	104	RICOH MP3054SP-RS	MP 4055
Visalia	Student ASB	Giant Forest	123	RICOH MP3054SP-RS	MP 4055
Visalia	Bookstore	Giant Forest	139	RICOH MP3054SP-RS	MP 4055
Visalia	Library Admin	Lodge Pole	1st Flr	RICOH MP3054SP-RS	MP 4055
Tulare	TRC	B	BICS	RICOH MP3054SP-RS	MP 4055
Visalia	Accounts Receivable	Sequoia	102	RICOH MP3054SP-RS	MP 4055
Visalia	Language Arts Admin	Tule	551C	RICOH MP4054SP-RS	MP 4055
Visalia	AAC	Sequoia	10	RICOH MP4054SP-RS	MP 4055
Visalia	Administration	Sequoia	Admin	RICOH MP6054SP-RS	MP 6055
Visalia	Admissions	Sequoia	107	RICOH MP6054SP-RS	MP 6055
Visalia	Human Resources	Sequoia	5	RICOH MP6054SP-RS	MP 6055
Hanford	Hanford Center Division	Hanford	PS25	RICOH MP6054SP-RS	MP 6055
Hanford	Police Academy	Hanford	P25	RICOH MP6054SP-RS	MP 6055
Visalia	Food Services	Alta Peak	1003	RICOH MP301SPF-R	MP 305SPF
Visalia	ELI	Giant Forest	204A	RICOH MP301SPF-R	MP 305SPF
Visalia	Science Dean	John Muir	134	RICOH MP301SPF-R	MP 305SPF
Visalia	Lecture Hall	Ponderosa	350	RICOH MP301SPF-R	MP 305SPF
Visalia	Paralegal Admin Justice	Kern	725	RICOH MP301SPF-R	MP 305SPF

Visalia	Audio Visual	Sequoia	106	RICOH MP301SPF-R	MP 305SPF
Visalia	Student Services Dean	Sequoia	109	RICOH MP301SPF-R	MP 305SPF
Visalia	Work Experience	Sycamore	112	RICOH MP301SPF-R	MP 305SPF
Visalia	Language Arts Dean	Tule	550A	RICOH MP301SPF-R	MP 305SPF
Hanford	Reception	HUB	HUB	RICOH MP301SPF-R	MP 305SPF
Tulare	Tulare CTE	CTE		RICOH MPC3003-R	IM C3500
Visalia	Tulare B 101	B		RICOH MP3352SP-R	MP 4055
Tulare	Tulare Student Services	A		RICOH MP3352SP-R	MP 4055
Tulare	Tulare DRC	A		RICOH MP301SPF-R	MP 305SPF
Tulare	Tulare Welding	Welding		RICOH MP301SPF-R	MP 305SPF
Tulare	Tulare Library Office	A		RICOH MP301SPF-R	MP 305SPF
Tulare	Tulare Maintenance Ops	MoA		RICOH MP301SPF-R	MP 305SPF
Visalia	Tulare Animal Show Case	AS		RICOH MP301SPF-R	MP 305SPF
Visalia	Tulare Nursery	Nursery		RICOH MP301SPF-R	MP 305SPF
Visalia	Nursing	Hospital Rock	101	RICOH MPC3503-RS	IM C3500

Pharos Lab Multi-Function Devices Being Replaced

Campus	Department	Building	Room #	Model	Proposed Model
Tulare	Tulare Arch Lab 1	B	B122	RICOH MPC3503-RS	IM C3500
Tulare	Tulare Arch Lab 2	B	B123	RICOH MPC3503-RS	IM C3500
Visalia	Business Lab 2	Kern	712A	RICOH MPC3503-RS	IM C3500
Visalia	Art Lab 1	Kaweah	264A	RICOH MPC3503-RS	IM C3500
Visalia	FYE/SSP Lab	Sycamore	IM 107	RICOH MPC3503-RS	IM C3500
Visalia	Library Comp Lab	Lodge Pole	203	RICOH MPC3503-RS	IM C3500
Visalia	Library Lab 1	Lodge Pole	1st Flr	RICOH MPC3503-RS	IM C3500
Visalia	Library Research	Lodge Pole	1st Flr	RICOH MPC3503-RS	IM C3500
Hanford	Student Success Lab Han	Hanford	E65	RICOH MP3054SP-RS	MP 4055
Hanford	Distance Lab	Main	E67	RICOH MP3054SP-RS	MP 4055
Hanford	Vocational Ed Lab	HUB	105	RICOH MP3054SP-RS	MP 4055
Visalia	Language Arts Lab3	Kaweah	260	RICOH MP3054SP-RS	MP 4055
Visalia	Math Lab1	Kaweah	202A	RICOH MP3054SP-RS	MP 4055
Visalia	Industrial Tech Lab 3	Buckeye	405	RICOH MP3054SP-RS	MP 4055
Visalia	Industrial Tech Lab 4	Cedar	421	RICOH MP3054SP-RS	MP 4055
Visalia	Industrial Tech Lab 5	Cedar	424	RICOH MP3054SP-RS	MP 4055
Visalia	Student Life ASB Lab1	Giant Forest	2nd Flr	RICOH MP3054SP-RS	MP 4055
Visalia	Nursing Lab1	Hospital Rock	110	RICOH MP3054SP-RS	MP 4055
Visalia	Physical Therapy Lab	John Muir	115	RICOH MP3054SP-RS	MP 4055
Visalia	Language Arts Lab1	Kern	742	RICOH MP3054SP-RS	MP 4055
Visalia	Science Lab1	John Muir	119	RICOH MP3054SP-RS	MP 4055
Visalia	Science Lab2	John Muir	211	RICOH MP3054SP-RS	MP 4055
Visalia	Language Arts Lab2	Kern	738	RICOH MP3054SP-RS	MP 4055
Visalia	Business Lab 4	Kern	718	RICOH MP3054SP-RS	MP 4055
Visalia	Math Lab2	Kaweah	204A	RICOH MP3054SP-RS	MP 4055
Visalia	Business Lab 3	Kern	717	RICOH MP3054SP-RS	MP 4055
Visalia	Business Lab 5	Kern	719	RICOH MP3054SP-RS	MP 4055
Visalia	Business Lab 1	Kern	714	RICOH MP3054SP-RS	MP 4055
Visalia	CFS Fashion Lab	Tule	503	RICOH MP3054SP-RS	MP 4055
Visalia	Library 1	Lodge Pole	1st Flr	RICOH MP3054SP-RS	MP 4055
Visalia	Library Z Coin-Op	Lodge Pole	2nd Flr	RICOH MP3054SP-RS	MP 4055
Visalia	Library 2	Lodge Pole	1st Flr	RICOH MP3054SP-RS	MP 4055
Visalia	Writing Skills Lab	Lodge Pole	2nd Flr	RICOH MP3054SP-RS	MP 4055
Tulare	Tulare Computer Lab2	B	B119	RICOH MP2852SP-RS	MP 4055
Visalia	Tulare Computer Lab4	B	B220	RICOH MP2852SP-RS	MP 4055
Tulare	Tulare Computer Lab3	B	B120	RICOH MP2852SP-RS	MP 4055

Tulare	Tulare Computer Lab5	A	A202	RICOH MP2852SP-RS	MP 4055
Tulare	Tulare Library Copy Area	A	A207	RICOH MP3352SP-RS	MP 4055
Tulare	Tulare Library Copy Area	A	A207	RICOH MPC3002-RS	IM C3500
Hanford	Hanford Center Lab1	Hanford	Library	RICOH MPC3002-RS	IM C3500

Copy and Mail Production Equipment Being Replaced

Campus	Department	Building	Room #	Model	Proposed Model
Visalia	Copy and Mail 1	Blue Oak	902	RICOH PRO 8110S-R	Pro 8310S
Visalia	Copy and Mail 2	Blue Oak	902	RICOH PRO 8110S-R	Pro 8310S
Visalia	Copy and Mail 3	Blue Oak	902	RICOH PRO 8110S-R	Pro 8300S
Visalia	Copy and Mail	Blue Oak	902	PROC7100SX-RS	Pro C7200S

Departmental Printers Being Replaced

Campus	Department	Building	Room #	Model	Proposed Model
Visalia	Cal Works Student Print	Sequoia	112	RICOH SP3500N-R	SP 3710
Visalia	EOPS Student Printing	Sequoia	108	RICOH SP3500N-R	SP 3710
Visalia	Math PC1 Engineering	John Muir	208	RICOH SP3500N-R	SP 3710
Visalia	Athletics PC1	Morro	110G	RICOH SP3500N-R	SP 3710
Visalia	Counseling PC4	Sequoia	103	RICOH SP3500N-R	SP 3710
Visalia	Accounts Receivable PC1	Sequoia	102	RICOH SP3500N-R	SP 3710
Visalia	Copy & Mail UPS	Blue Oak	902	RICOH SP3500N-R	SP 3710
Visalia	Accounts Receivable PC2	Sequoia	102	RICOH SP3500N-R	SP 3710
Visalia	Accounts Receivable PC3	Sequoia	102	RICOH SP3500N-R	SP 3710
Visalia	Accounts Payable PC4	Sequoia	17	RICOH SP3500N-R	SP 3710
Visalia	Library PC1	Lodge Pole	1st Flr	RICOH SP3500N-R	SP 3710
Visalia	Athletics PC2	Morro	110H	HP LJ P2055dn	SP 3710
Visalia	Counseling PC5	Sequoia	103	HP LJ P2035n	SP 3710
Visalia	Counseling PC6	Sequoia	103	HP LJ P2035n	SP 3710
Visalia	Nursing PC1	Hospital Rock	107	HP LJ 4250	SP 3710
Visalia	Admissions PC5	Sequoia	107	HP LJ P4015	SP 3710
Visalia	Counseling ELI PT	Kern	732	HP LJ P2015dn	SP 3710
Visalia	Payroll PC2	Sequoia	2	HP CLJ 4600	SP C360
Tulare	Tulare DRC Testing Center	A	207	HP CLJ 4650	SP C360
Visalia	Business Dean	Kern	716	HP CLJ 4700N	SP C360
Visalia	Business PC2	Kern	713F	HP CLJ 4700dn	SP C360
Visalia	FYE Counseling PC2	Sycamore	109A	RICOH SP3400N	SP 3710
Visalia	FYE Counseling	Sycamore	109D	RICOH SP3400N	SP 3710
Visalia	FYE Counseling PC3	Sycamore	109C	RICOH SP3400N	SP 3710
Visalia	Counseling PC2	Sequoia	103	RICOH SP3400N	SP 3710
Visalia	Science Dean	John Muir	133	RICOH SPC250DN	SP C360
Visalia	Health Center PC1	Giant Forest	116	RICOH SPC242DN-RS	SP C360
Visalia	Counseling PC9	Sequoia	103	RICOH SPC242DN-RS	SP C360
Hanford	Police Academy PC2	Hanford		RICOH SPC242DN-RS	SP C360
Tulare	Tulare Counseling PC2	A		RICOH SP3500N-R	SP 3710
Tulare	Tulare Counseling PC1	A		RICOH SP3500N-R	SP 3710
Tulare	Adjunct	A		RICOH SP3500N-R	SP 3710
Tulare	Access & Ability PC1	A	103	RICOH SP3500N-R	SP 3710
Tulare	Student Svcs Counter	A		RICOH SP3500N-R	SP 3710
Tulare	Counseling PC3	A		RICOH SP3500N-R	SP 3710

Visalia	Library PC4	Lodge Pole		RICOH SP3500N-R	SP 3710
Visalia	Counseling PC6	Sequoia	103	RICOH SP3500N-R	SP 3710
Visalia	Business PC3	Kern	713F	RICOH SP3500N-R	SP 3710
Visalia	Admissions PC3	Sequoia	107	HP LJ 4200	SP 3710
Visalia	Computer Services	Wolverine	115	HP LJ 4200	SP 3710
Visalia	Library PC3	2nd		HP LJ 2100	SP 3710
Visalia	Accounts Pay PC2 MICR	Sequoia	17	HP LJ P3015DN	SP 3710

Large Format Printer Being Replaced

Campus	Department	Building	Room #	Model	Proposed Model
Visalia	Copy and Mail	Blue Oak	902	HP 6600	HPZ6

Appendix B Owned Units Remaining on Agreement

Owned Multi-Function Devices Remaining on Agreement

Campus	Department	Building	Room #	ID #	Model
Tulare	Tulare Annex	Annex		141985	RICOH MP 3055SP AD
Hanford	Writing Lab			142762	RICOH MP 3055SP AD
Visalia	Mathematics	Kaweah	251	142989	RICOH MP 3055SP AD
Visalia	Math Lab 3	John Muir	223	165049	RICOH MP 3055SP AD
Hanford	Hanford Math Lab	E	92	165050	RICOH MP 3055SP AD
Tulare	Tulare Math Lab	B	121	165051	RICOH MP 3055SP AD
Visalia	Technology	Kern	721	141714	RICOH MPC307-RS
Visalia	Planning Research	Sequoia	Admin	142797	RICOH MPC307-RS
Tulare	Administration	A	108	153621	RICOH MPC3504EX-RS
Visalia	Facilities/Upstairs	Blue Oak	901	141949	RICOH MPC2504EX-RS
Visalia	Nursing	Hospital Rock	101	121703	RICOH MPC3503-RS
Tulare	Tulare Training Center	COS Training		132515	RICOH MPC3503-RS
Visalia	Puente Lab	Tule	569	121866	RICOH MP3054SP-RS
Visalia	Student Svcs Transfer Cen	Giant Forest	204	132388	RICOH MP3054SP-RS
Visalia	Access & Ability	Sequoia	9	132393	RICOH MP3054SP-RS
Visalia	BSSOT Grant	Alpine	2	140366	RICOH MP3054SP-RS
Visalia	Student Svcs Evaluations	Sequoia	109	141894	RICOH MP301SPF-RS
Visalia	Student Success Lab1	Kern	733	115965	RICOH MP C401SP-RS
Visalia	Student Success Lab2	Morro	110	115988	RICOH MP C401SP-RS

Owned Printers Remaining on Agreement

Campus	Department	Building	Room #	ID #	Model
Visalia	Travelling Printer ESL			165071	RICOH SP330DN
Visalia	Travelling Printer ESL2			165054	RICOH SP330DN
Visalia	Administration	Administration		162471	RICOH SP3710DN
Visalia	Administration PC1	Administration		162469	RICOH SP3710DN
Visalia	Athletics PC 4			165097	RICOH SP3710DN
Visalia	YESS Program	Morro	107F		
Visalia	YESS Program	Sequoia	157	165474	RICOH SP3710DN
Visalia	NEXTUP Program PC2			165472	RICOH SP3710DN
Visalia		Sequoia	157B		
Visalia	YESS Program PC1			165475	RICOH SP3710DN
Visalia		Sequoia	157E		
Visalia	NEXTUP PC1			165473	RICOH SP3710DN
Visalia		Sequoia	157A		
Visalia	Access & Ability Testing	Sequoia	12A	162887	HP P57750dw
Visalia	Access & Ability Testing	Sequoia	8B	168117	HP P57750dw
Visalia	Admissions PC7	Sequoia	107	162439	HP E60055dn
Visalia	Dean Arts & Letters			165100	HP CLJE55040dw
Visalia		Tule	550A		
Tulare	Police Permit Printer	Tulare		162444	HP LJ Pro 400
Tulare	Tulare Annex	Annex		162445	HP LJ Pro 400
Hanford	Police Permit Printer	HUB		162481	HP LJ Pro 400
Visalia	Police Permit Printer	Blue Oak	903	122177	HP LJ Pro 400
Visalia	Admissions PC1	Sequoia	107	162728	HP LJ Pro 400
Visalia	Access & Ability PC4	Sequoia	10	102993	RICOH SP3500N-R
Visalia	Tulare Admin PC1	A	109	99239	RICOH SP3500N-R
Visalia	Science PC1	John Muir	137	105030	RICOH SP3500N-R

Visalia				99242		RICOH SP3500N-R
Hanford	Green Room PC1	Sawtooth	302J	105667		RICOH SP3500N-R
Visalia	EOPS PC3	Sequoia	108	105668		RICOH SP3500N-R
Visalia	EOPS PC4	Sequoia	108	105818		RICOH SP3500N-R
Visalia	EOPS PC5	Sequoia	108	112346		RICOH SP3500N-R
Visalia	Counseling PC8	Sequoia	103	111103		RICOH SP3500N-R
Visalia	Counseling Veterans	Sequoia	106	111102		RICOH SP3500N-R
Visalia	Access & Ability PC8	Sequoia	10	100310		RICOH SP3500N-R
Visalia	Counseling PC10	Sequoia	103	111154		RICOH SP3500N-R
Visalia	Box Office	Sawtooth	320A	111880		RICOH SP3500N-R
Visalia	Counseling PC7	Sequoia	103	111105		RICOH SP3500N-R
Visalia	Veterans Coordinator	Sequoia	106	105000		RICOH SP3500N-R
Visalia	Counseling PC1	Sequoia	103	111104		RICOH SP3500N-R
Visalia	Counseling PC3	Sequoia	103	111106		RICOH SP3500N-R
Visalia	Athletics PC3	Morro	110J	115847		RICOH SP3500N-R
Visalia	CFS PC2	Tule	502B	115843		RICOH SP3500N-R
Tulare	Tulare Science PC2	B	209	115844		RICOH SP3500N-R
Visalia	Business	Kern	711F	115845		RICOH SP3500N-R
Visalia	Access & Ability PC16	Sequoia	9J	111879		RICOH SP3500N-R
Tulare	Tulare B PC1	Building B	B102	115848		RICOH SP3500N-R
Visalia	EOPS PC6	Sequoia	108	112200		RICOH SP3500N-R
Visalia	Access & Ability PC9	Sequoia	10D	115739		RICOH SP3500N-R
Visalia	Business PC6	Kern	711E	132538		RICOH SP3500N-R
Visalia	Adjunct Counseling PC12	Sequoia	103	115941		RICOH SP3500N-R
Visalia	Business PC7	Kern	711C	132540		RICOH SP3500N-R
Visalia	Counseling Adjunct PC11	Sequoia	103	112148		RICOH SP3500N-R
Hanford	Police Academy PC1	Hanford	PS24C	115987		RICOH SP3500N-R
Visalia	EOPS PC7	Sequoia	108	115834		RICOH SP3500N-R
Visalia	Computer Svcs Tech	Lodge Pole		121422		RICOH SP3500N-R
Tulare	Tulare Cashier PC1	A		132530		RICOH SP3500N-R
Visalia	Access & Ability PC14	Sequoia	10F	132411		RICOH SP3500N-R
Visalia	Business PC8	Sequoia	718A	132539		RICOH SP3500N-R
Visalia	Access & Ability PC13	Sequoia	8B	132408		RICOH SP3500N-R
Visalia	Access & Ability Writing	Sequoia	209	132410		RICOH SP3500N-R
Visalia	Access & Ability PC12	Sequoia	9	132402		RICOH SP3500N-R
Visalia	Access & Ability PC7	Sequoia	10G	132401		RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Sequoia	103	132379		RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Giant Forest	204A	132387		RICOH SP3500N-R
Visalia	Student Svcs J Morrison	Sequoia	101	132381		RICOH SP3500N-R
Visalia	Counseling PC13	Sequoia	103	132380		RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Giant Forest	204	132384		RICOH SP3500N-R
Visalia	Welcome Center PC2	Sequoia	104	132382		RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Giant Forest	204	132383		RICOH SP3500N-R
Visalia	Curriculum	Sequoia	6	140129		RICOH SP3500N-R
Visalia	Health Center PC2	Giant Forest	116	132519		RICOH SP4510DN-RS
Visalia	Student Svcs Tran Cen	Giant Forest	204	132400		RICOH SP4510DN-RS
Visalia	Access & Ability PC1	Sequoia	9	132403		RICOH SP4510DN-RS
Visalia	Financial Aid PC1	Sequoia	105	132518		RICOH SP4510DN-RS
Visalia	Financial Outreach PC1	Sequoia	105	132517		RICOH SP4510DN-RS
Visalia	Purchasing PC1	Sequoia	2	132529		RICOH SP4510DN-RS
Visalia	MESA PC1	John Muir	124	141766		RICOH SP4510DN-RS
Visalia	Payroll MICR	Sequoia	2	153729		RICOH SP4510DN-RS
Visalia	EOPS PC11	Sequoia	108	140307		RICOH SP3600DN
Visalia	EOPS PC9	Sequoia	108	140309		RICOH SP3600DN
Visalia	EOPS PC8	Sequoia	108	140310		RICOH SP3600DN
Visalia	EOPS PC10	Sequoia	108	140308		RICOH SP3600DN
Visalia	Safety Compliance	Utility	Plant	141556		RICOH SP3600DN

Visalia	Business Mazola	Kern	718D	142620	RICOH SP3600DN
Visalia	Puente Center	Tule	569	153981	RICOH SP3600DN
Visalia	Access & Ability PC11	Sequoia	9	132509	RICOH SPC250DN
Visalia	Financial Aid PC2	Sequoia	105	132513	RICOH SPC250DN
Visalia	Industrial Tech	Cedar	426	132508	RICOH SPC250DN
Visalia	Access & Ability			132404	RICOH SPC250DN
Visalia	Access & Ability PC1	Sequoia	9	140403	RICOH SPC252DN
Visalia	MESA	John Muir	124	141767	RICOH SPC252DN
Hanford	Hanford Health Center	Hanford		141596	RICOH MFP C252SF
Tulare	Tulare Health Center	Tulare		141597	RICOH MFP C252SF
Visalia	Access & Ability Adjunct	Sequoia	10E	141700	RICOH MFP C252SF
Visalia	Financial Aid PC4	Sequoia	105	165419	RICOH SP6430DN
Visalia	Student Svcs Dean PC3	Sequoia	101	142968	RICOH SPC440DN
Hanford	Admin Provost	HUB	117	140231	RICOH SPC435DN
Visalia	EOPS PC1	Sequoia	108	141559	RICOH SPC435DN
Visalia	REALM Grant	John Muir	132	141984	RICOH SP C262SFNw
Visalia	Physical Therapy Lab	Hospital Rock	113	142911	RICOH SP C262SFNw
Visalia	Chemistry Lab	John Muir	214	142994	RICOH SP C262SFNw
Visalia	Paralegal Admin Justice	Kern	711A	153622	RICOH SP C262SFNw
Visalia	Athletic Sports Medicine	Morro		165330	RICOH SP C262SFNw
Visalia	PTA Lab	John Muir	725	142735	RICOH SP C262DNw
Tulare	Tulare Nursery Man	Ag & Tech	NM101	153619	RICOH SP C262DNw
Visalia	Hanford Fire Academy	Hanford	PS29	162437	RICOH SP C262DNw
Visalia	Access & Ability PC5	Sequoia	10	165066	RICOH SP C262DNw
Visalia	Welcome Center PC4	Sequoia	102	165070	RICOH SP C262DNw
Visalia	Language Arts PC3	Kaweah	211	153996	RICOH SP 377SFNwX

Owned Devices IMAC-D Lifecycle Management

2021 Recommended Replacement/Retirement

Campus	Department	Building	Room #	ID #	Model
Visalia	Access & Ability PC4	Sequoia	10	102993	RICOH SP3500N-R
Tulare	Tulare Admin PC1	A	109	99239	RICOH SP3500N-R
Visalia	Science PC1	John Muir	137	105030	RICOH SP3500N-R
Tulare	Computer Svcs	A	204	99242	RICOH SP3500N-R
Visalia	Green Room	Sawtooth	302J	105667	RICOH SP3500N-R
Visalia	EOPS PC3	Sequoia	108	105668	RICOH SP3500N-R
Visalia	EOPS PC4	Sequoia	108	105818	RICOH SP3500N-R
Visalia	EOPS PC5	Sequoia	108	112346	RICOH SP3500N-R
Visalia	Counseling PC8	Sequoia	103	111103	RICOH SP3500N-R
Visalia	Counseling Veterans	Sequoia	106	111102	RICOH SP3500N-R
Visalia	Access and Ability PC8	Sequoia	10	100310	RICOH SP3500N-R
Visalia	Counseling PC10	Sequoia	103	111154	RICOH SP3500N-R
Visalia	Box Office	Sawtooth	320A	111880	RICOH SP3500N-R
Visalia	Counseling PC7	Sequoia	103	111105	RICOH SP3500N-R
Visalia	Veterans Coordinator	Sequoia	106	105000	RICOH SP3500N-R
Visalia	Counseling PC1	Sequoia	103	111104	RICOH SP3500N-R
Visalia	Counseling PC3	Sequoia	103	111106	RICOH SP3500N-R
Visalia	Access & Ability PC16	Sequoia	9J	111879	RICOH SP3500N-R
Visalia	EOPS PC6	Sequoia	108	112200	RICOH SP3500N-R

2022 Recommended Replacement/Retirement

Campus	Department	Building	Room #	ID #	Model
Visalia	Student Success	Kern	733	115965	RICOH AFICO MPC401
Visalia	Student Success	Morro	112	115988	RICOH AFICO MPC401
Visalia	Athletics PC3	Morro	110J	115847	RICOH SP3500N-R
Visalia	CFS PC2	Tule	502B	115843	RICOH SP3500N-R
Tulare	Science PC2	B	B209	115844	RICOH SP3500N-R
Visalia	Business PC5	Kern	711F	115845	RICOH SP3500N-R
Tulare	Tulare B PC1	B	B102	115848	RICOH SP3500N-R
Visalia	Access & Ability PC9	Sequoia	10D	115739	RICOH SP3500N-R
Visalia	Counseling Adjunct PC12	Sequoia	103	115941	RICOH SP3500N-R
Visalia	Counseling Adjunct PC 11	Sequoia	103	112148	RICOH SP3500N-R
Hanford	Police Academy PC1	Hanford	PS24C	115987	RICOH SP3500N-R
Visalia	EOPS PC7	Sequoia	108	115834	RICOH SP3500N-R
Visalia	Computer Svcs	Lodge Pole		121422	RICOH SP3500N-R

2023 Recommended Replacement/Retirement

Campus	Department	Building	Room #	ID #	Model
Tulare	Tulare Training Center	COS Training		132515	RICOH MPC3503-RS
Visalia	Puente	Tule	569	121866	RICOH MP3054SP-RS
Visalia	Transfer Center	Giant Forest	204	132388	RICOH MP3054SP-RS
Visalia	Access & Ability PC2	Sequoia	9	132393	RICOH MP3054SP-RS
Visalia	Business PC6	Kern	711E	132538	RICOH SP3500N-R
Visalia	Business PC7	Kern	711C	132540	RICOH SP3500N-R
Tulare	Cashiers PC1	Cashier Office		132530	RICOH SP3500N-R
Visalia	Access & Ability PC14	Sequoia	10F	132411	RICOH SP3500N-R
Visalia	Business PC8	Kern	718A	132539	RICOH SP3500N-R
Visalia	Access & Ability PC13	Sequoia	8B	132408	RICOH SP3500N-R
Visalia	Access & Ability Writ Cen	Sequoia	209	132410	RICOH SP3500N-R
Visalia	Access & Ability PC12	Sequoia	9	132402	RICOH SP3500N-R

Visalia	Access & Ability PC7	Sequoia	10G	132401	RICOH SP3500N-R
Visalia	Transfer Center	Sequoia	103	132379	RICOH SP3500N-R
Visalia	Transfer Center PC2	Giant Forest	204A	132387	RICOH SP3500N-R
Visalia	Student Svcs VP Morrison	Sequoia	101	132381	RICOH SP3500N-R
Visalia	Counseling PC13	Sequoia	103	132380	RICOH SP3500N-R
Visalia	Transfer Center PC3	Giant Forest	204	132384	RICOH SP3500N-R
Visalia	Welcome Center PC2	Sequoia	104	132382	RICOH SP3500N-R
Visalia	Transfer Center PC1	Giant Forest	204	132383	RICOH SP3500N-R
Visalia	Curriculum Coordinator	Sequoia	6	140129	RICOH SP3500N-R
Visalia	Health Center PC2	Giant Forest	116	132519	RICOH SP4510DN-RS
Visalia	Transfer Center Car Svcs	Giant Forest	204	132400	RICOH SP4510DN-RS
Visalia	Access & Ability PC1	Sequoia	9	132403	RICOH SP4510DN-RS
Visalia	Financial Aid PC1	Sequoia	105	132518	RICOH SP4510DN-RS
Visalia	Financial Outreach PC1	Sequoia	105	132517	RICOH SP4510DN-RS
Visalia	Purchasing PC1	Sequoia	2	132529	RICOH SP4510DN-RS
Visalia	EOPS PC11	Sequoia	108	140307	RICOH SP3600DN
Visalia	EOPS PC9	Sequoia	108	140309	RICOH SP3600DN
Visalia	EOPS PC8	Sequoia	108	140310	RICOH SP3600DN
Visalia	EOPS PC10	Sequoia	108	140308	RICOH SP3600DN
Visalia	Access & Ability PC11	Sequoia	9	132509	RICOH SPC250DN
Visalia	Financial Aid PC2	Sequoia	105	132513	RICOH SPC250DN
Visalia	Ind/Tech Auto Shop	Cedar	426	132508	RICOH SPC250DN
Visalia	Access & Ability	Sequoia		132404	RICOH SPC250DN
Visalia	Financial Aid PC4	Sequoia	105	165419	Ricoh SP6430DN

2024 Recommended Replacement/Retirement

Campus	Department	Building	Room #	ID #	Model
Tulare	Tulare Annex Ind/Tech	Annex		141985	RICOH MP 3055SP AD
Hanford	Hanford Writing Lab	Hanford		142762	RICOH MP 3055SP AD
Visalia	Dean Computer Svcs	Kern	720	141714	RICOH MPC307-RS
Visalia	Dean Facilities Upstairs	Blue Oak	901	141949	RICOH MPC2504EX-RS
Visalia	BSSOT Grant	Alpine	2	140366	RICOH MP3054SP-RS
Visalia	MESA PC1	John Muir	124	141766	RICOH SP4510DN-RS
Visalia	Business Mazzola	Kern	718D	142620	RICOH SP3600DN
Visalia	Student Svcs Evaluations	Sequoia	109	141894	RICOH MP301SPF-R
Visalia	Admissions M. Brock	Sequoia	107	140403	RICOH SPC252DN
Visalia	MESA	John Muir	124	141767	RICOH SPC252DN
Hanford	Hanford Health Center	Hanford		141596	RICOH MFP C252SF
Tulare	Tulare Health Center	A		141597	RICOH MFP C252SF
Visalia	Access & Ability Adjunct	Sequoia	10E	141700	RICOH MFP C252SF
Visalia	EOPS PC1	Sequoia	108	141559	RICOH SPC435DN
Visalia	PTA Lab	John Muir	725	142735	RICOH SP C262DNw
Visalia	REALM Grant	John Muir	132	141984	RICOH SP C262SFNw

Appendix C US Communities Contract Documentation

Appendix D Scope of Onsite Services

EXHIBIT A SERVICE ORDER

SCOPE OF WORK AND SERVICE LEVELS

The following shall apply to any Services provided by the Ray Morgan Company:

I. MANAGED DOCUMENT SERVICES (“MDS”)

A. Fleet Management Services. As part of its Services set forth below, Ray Morgan Company will manage the Covered Equipment at Customer locations to help Customer maximize the Covered Equipment’s performance, uptime, utilization, and user satisfaction while helping Customer reduce costs.

1. Equipment Installation Management. For any Ray Morgan Company-Provided Equipment (as defined in Exhibit B attached hereto) that is to be installed at Customer locations during the term of this Service Order, Ray Morgan Company will work with Customer to mutually develop an Implementation Plan, which may be set forth in a Statement of Work and attached hereto. The Implementation Plan will set forth the objectives, metrics, requirements and expected timeline of the Ray Morgan Company-Provided Equipment Delivery, Installation and Configuration Services, along with the implementation and commencement of any other Services under this Service Order. Ray Morgan Company will provide a Single Point of Contact (“SPOC”) to meet with Customer on a regular basis (as mutually determined by Ray Morgan Company and Customer) to report of the progress of the Implementation Plan along with any necessary changes or support requirements.

Scope Description- consists of the installation of recommended equipment/solutions at the customer’s site, the removal and return or disposal of old equipment, configuration of new technology including network information such as IP address, subnet mask, default gateways, asset labeling, printer driver setting management, device level programming, applicable software installation such as preparing Java platform for Pharos Uniprint iMFP software.

Project Planning

- Team development (includes Ray Morgan and customer stakeholders)
- Project scope development
- Roles and responsibilities for project team

Project Management

- Project objectives, metrics, deliverables, and timeline
- Communication procedures
- Quality control procedures
- Risk control procedures
- Change management procedures

Installation Processes

- Delivery to workplace
- Installation of hardware and accessories such as external finishers onsite
- Configuration for the customer’s network
- Physical labeling of equipment
- SDK-Java configuration for embedded software (Pharos Uniprint iMFP)

2. Equipment Asset Management Services. Ray Morgan Company will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by this Service Order and

will update the Schedules to this Service Order to reflect any Additional Equipment located during such inventory. Any equipment located during such inventory will be Covered Equipment under this Service Order, except as expressly set forth in writing by Customer. After the initial equipment inventory, Ray Morgan Company will continue to maintain and update the E-Automate Database to include the agreed upon equipment information (including model, ID number, serial number and equipment location) for all Covered Equipment. Ray Morgan Company will obtain meter reads for all Covered Equipment; provided that Customer agrees to provide access to Ray Morgan Company on a timely basis.

Scope Description- provides customer with an improved office efficiency with a centralized device database through reduced cycle time required to update and search for device information, greater accountability and productivity, cost reduction through better equipment utilization, departmental/user asset and cost tracking, and through device metadata, update and add device information for IMAC-D activities.

3. Install, Move, Add, Change and Dispose (“IMAC-D”) Services. Ray Morgan Company will record Covered Equipment IMAC-D data for any such actions with respect to the Covered Equipment [and Monitored Equipment] taken by Ray Morgan Company as part of the Services. For any IMAC-D actions with respect to the Covered Equipment taken by Customer or any third-party vendor, Customer will provide such data to Ray Morgan Company as is reasonably requested by Ray Morgan Company, and Ray Morgan Company will record such data to the extent such data is provided to Ray Morgan Company by Customer or such third-party vendor, as applicable. Ray Morgan Company will provide access to such IMAC-D data to Customer in periodic reports and upon Customer’s request. Except as otherwise agreed in writing, the removal and disposal of any Customer-Provided Equipment or Third-Party Equipment will be at Customer’s sole expense and Ray Morgan Company shall have no obligation to remove or dispose of any such Equipment.

Scope Description- provides customers with services to manage requests and ensure device efficiency. Also includes changes to mapping, device setting defaults or other configuration items resulting from a department that shares one device moving to another location with a differently configured device already in place.

IMAC-D Activities

- Assessing and designing services as required to fully understand machine move/install/upgrade requests and determine specific IMAC-D tasks required to address needs while maintain fleet optimization standards
- Inspecting location to identify customer preparations required for installation such as electrical supplies, floor space and network capabilities
- Removing and disposing of products including secure destruction of customer data and hard drives and environmentally sound disposal of machines and consumables
- Reporting continuously on fleet capturing changes in the configuration database

IMAC-D Triggers

- Approving and new machine order management
- Installing relocated or new machines added to the device layout
- Testing and reporting expected device performance after a configuration or installation
- Tagging assets

4. Service Level Management. Ray Morgan Company will monitor and record any service calls on the Covered Equipment along with the Covered Equipment’s uptime and service call response times, to help ensure that Ray Morgan Company are performing the Services in a manner that is designed to meet or exceed the agreed upon Service Levels as set forth in this Service Order or in any service contract with such third-party vendors. Ray Morgan Company will make Service Level compliance data available to Customer in periodic reports and upon Customer’s request.

Scope Description- provides customers with services for proactive service delivery, increasing efficiency and allows consistent service levels across the entire fleet.

Service Level Monitoring

- Maintain and report compliance with service level requirements and Key Performance Indicators (KPI) with customer
- Analyzing data on incidents and ensuring service availability
- Provide trend information for key metrics
- Managing capacity and problem resolution
- Initiating appropriate actions to improve service levels through Service Improvement Plans (SIP)

5. Management Information Reporting. On a regularly scheduled basis, as mutually determined by Ray Morgan Company and Customer, Ray Morgan Company will provide reports to Customer. Ray Morgan Company and Customer will mutually determine what information is to be included in the reports, the format of the reports, and who will require access to such reports.

Scope Description- reviews and analyzes data from components, and systems in order to obtain a true end-to-end view of service achievement against contracted Service Level Agreements and includes providing automated and accurate data gathering, processing data into required formats, transforming data into trend analysis and customer satisfaction reporting.

Information Gathered

- Service Level Targets, achievements and customer satisfaction survey results
- KPI targets and achievements
- Volume Analysis reports
- Utilization reports
- Service Events
- IMAC-D activities
- Asset overview

6. Equipment Training Services. Ray Morgan Company will provide basic operator training on the Ray Morgan Company-Provided Equipment and the Ray Morgan Company MDS tools and processes provided under this Service Order as mutually determined by Ray Morgan Company and Customer. Such training will be delivered through various methods, which may include in-person training, webinar training and recorded video or screencast sessions.

Scope Description- provides training services carried out by specialized trainer, or onsite specialist for all hardware and software to facilitate a successful change management process.

Training Activities

- End User Basic Operation- provides end users with hardware functionality training
- End User Basic Software Operation-provides end users with training to understand the basic functions of software solution products within a working environment, maximizing the software solution benefits
- End User Advanced Software Functionality- provides end users with an understanding of the more advanced features and functions of a specific software solution and how to use these functions within a working environment
- End User Advance Connected Product- covers all advanced features and functionalities on products connected to the customer IT network environment that are not covered in the basic training

- Key Operator- provides training on the products, covering advanced functionalities, and features, troubleshooting and minor problem solving
- Network Connectivity Administrator- ensures that network and system administrators can manage, and monitor products connected to the IT network environment

B. Consumables Management Services. Ray Morgan Company will monitor the inventory of supplies for the Covered Equipment and will order such supplies, from either Ray Morgan Company or the applicable Customer third-party vendor, for delivery on a “just in time basis” at all Customer locations. Customer shall provide the necessary business terms and ordering information for any applicable Customer third-party vendors to allow Ray Morgan Company to order such supplies. It is Customer’s obligation to comply with any Customer third-party vendor contractor or supply contracts. Ray Morgan Company shall not assume any liability or obligations under any third-party vendor service or supply contracts.

Scope Description- proactively manages customer consumables needs with an automated toner replenishment system and a centralized on-site inventory. Services provided include establishing minimum and maximum supply levels per device or location to determine ordering needs, ordering and delivering toner, and returning empty toner cartridges supporting sustainability and environmental policies.

II. EQUIPMENT REPAIR AND MAINTENANCE, SUPPLIES AND SOFTWARE SUPPORT

A. Equipment Repair and Maintenance Services.

1. **Description of Services.** Ray Morgan Company will, during Normal Operating Hours, repair or replace in accordance with the terms and conditions of this Service Order any part of the Covered Equipment which does not perform according to manufacturer specifications (“Equipment Repair and Maintenance Services”). Ray Morgan Company will perform Preventative Maintenance (“PM”) in accordance with the manufacturer’s suggested schedule. Ray Morgan Company will make commercially reasonable efforts to perform all PM visits during Normal Operating Hours and in a manner not to interrupt the normal operations for Customer. Replacement parts will be furnished on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Covered Equipment, Ray Morgan Company shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Covered Equipment.

2. **Service Levels.** Ray Morgan Company agrees to meet the following Service Levels:

Quarterly Average Response Time

Ray Morgan Company will provide a one-hour (1) phone response to service calls measured from receipt of the Customer’s call. Ray Morgan Company service technicians will meet a four (4) hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ray Morgan Company service center. Response time is measured in aggregate for all Equipment covered by the Service Order.

Uptime

Ray Morgan Company-Provided Equipment will operate in accordance with the applicable manufacturer’s specifications and will be serviced in a manner designed to meet a minimum quarterly uptime average of ninety-five percent (95%), which shall be calculated based upon an eight-hour day and exclude normal preventive maintenance time and downtime attributable to Customer’s negligence.

In the case of an element of the Service Levels not being achieved a resolution or remedy process is to be engaged. A resolution or remedy will be documented by a corrective action plan tied to an agreed upon timeline to bring the services within targeted standards. The primary indicator of a problem unit of Ray Morgan Company Equipment is consistent failure to achieve the minimum required 95% uptime. Should the uptime of a specific piece of Ray Morgan Company Equipment fall

below the ninety-five percent (95%) target, Ray Morgan Company will perform an in-depth evaluation and repair the problem unit to remedy the situation. The unit will then be closely monitored by Ray Morgan Company and if, over the next forty-five (45) day period the ninety-five percent (95%) target is not achieved and the Customer requests a replacement, Ray Morgan Company will replace the Ray Morgan Company Equipment at no expense.

B. Parts and Supplies. Ray Morgan Company will provide certain supplies in connection with its Equipment Repair and Maintenance Services in accordance with the following Service Coverage plans:

Gold Level	Maintenance		Consumables		Additional Supplies	
	Parts	Labor	Toner, Ink	Preventative Maintenance Kits	Staples	Paper
	YES	YES	YES	YES	YES	No

The corresponding Service Coverage plan applicable to each unit of Covered Equipment will be identified, as appropriate, on Schedules 1-2. Any supplies provided by Ray Morgan Company in connection with its Equipment Repair and Maintenance Services for Equipment covered under this Service Order will be provided in accordance with manufacturer’s specifications.

C. Software Support. Ray Morgan Company will, during Normal Operating Hours, provide support for software supplied by Ray Morgan Company (“Software Support”). Software Support is advice by telephone, email or via Ray Morgan Company’s or the software developer’s website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults (remotely or by attendance on site as determined by Ray Morgan Company).

EXHIBIT B TO SERVICE ORDER

MASTER AGREEMENT – EQUIPMENT DEFINITIONS AND TERMS

- A. Covered Equipment.** “Covered Equipment” shall mean all Ray Morgan Company-Provided Equipment, Customer-Provided Equipment and Third-Party Equipment, as set forth below.
- 1. Ray Morgan Company-Provided Equipment.** “Ray Morgan Company-Provided Equipment” shall mean all equipment leased by Customer (“Leased Equipment”) from Ray Morgan Company or a Ray Morgan Company leasing partner pursuant to a lease agreement, along with any equipment provided by Ray Morgan Company (“Included Equipment”) as part of the Services and set forth on Schedule 1 attached hereto. Unless otherwise provided in writing by Customer at the time of order, any additional equipment leased by the Customer pursuant to a Master Lease Agreement made pursuant to the Contract during the term of this Service Order shall be considered Leased Equipment and added to this Service Order as Covered Equipment. All Included Equipment shall remain the property of Ray Morgan Company or Ray Morgan Company’s assignee, and Customer shall have no right, title or interest in or to the Included Equipment other than as expressly set forth herein.
 - 2. Customer-Provided Equipment.** “Customer-Provided Equipment” shall mean all equipment owned by Customer and set forth on Schedule 2 attached hereto that will be covered by the Services. All Customer-Provided Equipment shall remain the property of Customer, and Ray Morgan Company shall have no right, title or interest in or to the Customer-Provided Equipment.

SCHEDULE 1 TO SERVICE ORDER
MASTER AGREEMENT - RAY MORGAN COMPANY-
PROVIDED EQUIPMENT

Included Equipment:

Campus	Department	Building	Room	Model
Hanford	Vocational Admin	HUB		IM C3500
Visalia	Foundation	Sequoia	3	IM C3500
Visalia	Financial Aid	Sequoia	105	MP 4055
Visalia	EOPS	Sequoia	108	MP 4055
Visalia	Payroll	Sequoia	2	MP 4055
Visalia	Student Svcs Dean 1	Sequoia	101	MP 4055
Visalia	CalWorks	Sequoia	112	MP 4055
Tulare	Assessments	Sequoia	157	MP 4055
Visalia	Accounts Payable	Sequoia	17	MP 4055
Visalia	Social Science Admin	Kern	730	MP 4055
Visalia	Business	Kern	713D	MP 4055
Visalia	Foster Care	Kern	737A	MP 4055
Visalia	Computer Services	Kern	721	MP 4055
Visalia	Athletics	Morro	110	MP 4055
Visalia	District Police	Blue Oak	903	MP 4055
Visalia	Science Admin	John Muir	224	MP 4055
Visalia	Facilities	Blue Oak	901	MP 4055
Visalia	Industrial Technology	Cedar	426	MP 4055
Visalia	Health Center	Giant Forest	116	MP 4055
Visalia	Computer Services	Wolverine	115	MP 4055
Visalia	Math Admin	Kaweah	206A	MP 4055
Visalia	Nursing PTA	John Muir	125	MP 4055
Visalia	Social Science Sycamore	Sycamore	213	MP 4055
Tulare	Tulare B2	B	230	MP 4055
Visalia	MESA Admin	John Muir	124	MP 4055

Visalia	FYE/SSP	Sycamore	109	MP 4055
Visalia	CFS	Tule	504A	MP 4055
Visalia	Music Admin	Sierra	805	MP 4055
Visalia	Student Svcs Counseling	Sequoia	103	MP 4055
Visalia	Student Svcs Registration	Sequoia	156	MP 4055
Visalia	TRIO	Sequoia	209	MP 4055
Visalia	Veterans	Sequoia	106	MP 4055
Visalia	Welcome Center	Sequoia	104	MP 4055
Visalia	Student ASB	Giant Forest	123	MP 4055
Visalia	Bookstore	Giant Forest	139	MP 4055
Visalia	Library Admin	Lodge Pole	1st Flr	MP 4055
Tulare	TRC	B	BICS	MP 4055
Visalia	Accounts Receivable	Sequoia	102	MP 4055
Visalia	Language Arts Admin	Tule	551C	MP 4055
Visalia	AAC	Sequoia	10	MP 4055
Visalia	Administration	Sequoia	Admin	MP 6055
Visalia	Admissions	Sequoia	107	MP 6055
Visalia	Human Resources	Sequoia	5	MP 6055
Hanford	Hanford Center Division	Hanford	PS25	MP 6055
Hanford	Police Academy	Hanford	P25	MP 6055
Visalia	Food Services	Alta Peak	1003	MP 305SPF
Visalia	ELI	Giant Forest	204A	MP 305SPF
Visalia	Science Dean	John Muir	134	MP 305SPF
Visalia	Lecture Hall	Ponderosa	350	MP 305SPF
Visalia	Paralegal Admin Justice	Kern	725	MP 305SPF
Visalia	Audio Visual	Sequoia	106	MP 305SPF
Visalia	Student Services Dean	Sequoia	109	MP 305SPF
Visalia	Work Experience	Sycamore	112	MP 305SPF
Visalia	Language Arts Dean	Tule	550A	MP 305SPF

Hanford	Reception	HUB	HUB	MP 305SPF
Tulare	Tulare CTE	CTE		IM C3500
Visalia	Tulare B 101	B		MP 4055
Tulare	Tulare Student Services	A		MP 4055
Tulare	Tulare DRC	A		MP 305SPF
Tulare	Tulare Welding	Welding		MP 305SPF
Tulare	Tulare Library Office	A		MP 305SPF
Tulare	Tulare Maintenance Ops	MoA		MP 305SPF
Visalia	Tulare Animal Show Case	AS		MP 305SPF
Visalia	Tulare Nursery	Nursery		MP 305SPF
Visalia	Nursing	Hospital Rock	101	IM C3500
Tulare	Tulare Arch Lab 1	B	B122	IM C3500
Tulare	Tulare Arch Lab 2	B	B123	IM C3500
Visalia	Business Lab 2	Kern	712A	IM C3500
Visalia	Art Lab 1	Kaweah	264A	IM C3500
Visalia	FYE/SSP Lab	Sycamore	IM 107	IM C3500
Visalia	Library Comp Lab	Lodge Pole	203	IM C3500
Visalia	Library Lab 1	Lodge Pole	1st Flr	IM C3500
Visalia	Library Research	Lodge Pole	1st Flr	IM C3500
Hanford	Student Success Lab Han	Hanford	E65	MP 4055
Hanford	Distance Lab	Main	E67	MP 4055
Hanford	Vocational Ed Lab	HUB	105	MP 4055
Visalia	Language Arts Lab3	Kaweah	260	MP 4055
Visalia	Math Lab1	Kaweah	202A	MP 4055
Visalia	Industrial Tech Lab 3	Buckeye	405	MP 4055
Visalia	Industrial Tech Lab 4	Cedar	421	MP 4055
Visalia	Industrial Tech Lab 5	Cedar	424	MP 4055
Visalia	Student Life ASB Lab1	Giant Forest	2nd Flr	MP 4055
Visalia	Nursing Lab1	Hospital Rock	110	MP 4055

Visalia	Physical Therapy Lab	John Muir	115	MP 4055
Visalia	Language Arts Lab1	Kern	742	MP 4055
Visalia	Science Lab1	John Muir	119	MP 4055
Visalia	Science Lab2	John Muir	211	MP 4055
Visalia	Language Arts Lab2	Kern	738	MP 4055
Visalia	Business Lab 4	Kern	718	MP 4055
Visalia	Math Lab2	Kaweah	204A	MP 4055
Visalia	Business Lab 3	Kern	717	MP 4055
Visalia	Business Lab 5	Kern	719	MP 4055
Visalia	Business Lab 1	Kern	714	MP 4055
Visalia	CFS Fashion Lab	Tule	503	MP 4055
Visalia	Library 1	Lodge Pole	1st Flr	MP 4055
Visalia	Library Z Coin-Op	Lodge Pole	2nd Flr	MP 4055
Visalia	Library 2	Lodge Pole	1st Flr	MP 4055
Visalia	Writing Skills Lab	Lodge Pole	2nd Flr	MP 4055
Tulare	Tulare Computer Lab2	B	B119	MP 4055
Visalia	Tulare Computer Lab4	B	B220	MP 4055
Tulare	Tulare Computer Lab3	B	B120	MP 4055
Tulare	Tulare Computer Lab5	A	A202	MP 4055
Tulare	Tulare Library Copy Area	A	A207	MP 4055
Tulare	Tulare Library Copy Area	A	A207	IM C3500
Hanford	Hanford Center Lab1	Hanford	Library	IM C3500
Visalia	Copy and Mail 1	Blue Oak	902	Pro 8310S
Visalia	Copy and Mail 2	Blue Oak	902	Pro 8310S
Visalia	Copy and Mail 3	Blue Oak	902	Pro 8300S
Visalia	Copy and Mail	Blue Oak	902	Pro C7200S
Visalia	Cal Works Student Print	Sequoia	112	SP 3710

Visalia	EOPS Student Printing	Sequoia	108	SP 3710
Visalia	Math PC1 Engineering	John Muir	208	SP 3710
Visalia	Athletics PC1	Morro	110G	SP 3710
Visalia	Counseling PC4	Sequoia	103	SP 3710
Visalia	Accounts Receivable PC1	Sequoia	102	SP 3710
Visalia	Copy & Mail UPS	Blue Oak	902	SP 3710
Visalia	Accounts Receivable PC2	Sequoia	102	SP 3710
Visalia	Accounts Receivable PC3	Sequoia	102	SP 3710
Visalia	Accounts Payable PC4	Sequoia	17	SP 3710
Visalia	Library PC1	Lodge Pole	1st Flr	SP 3710
Visalia	Athletics PC2	Morro	110H	SP 3710
Visalia	Counseling PC5	Sequoia	103	SP 3710
Visalia	Counseling PC6	Sequoia	103	SP 3710
Visalia	Nursing PC1	Hospital Rock	107	SP 3710
Visalia	Admissions PC5	Sequoia	107	SP 3710
Visalia	Counseling ELI PT	Kern	732	SP 3710
Visalia	Payroll PC2	Sequoia	2	SP C360
Tulare	Tulare DRC Testing Center	A	207	SP C360
Visalia	Business Dean	Kern	716	SP C360
Visalia	Business PC2	Kern	713F	SP C360
Visalia	FYE Counseling PC2	Sycamore	109A	SP 3710
Visalia	FYE Counseling	Sycamore	109D	SP 3710
Visalia	FYE Counseling PC3	Sycamore	109C	SP 3710
Visalia	Counseling PC2	Sequoia	103	SP 3710
Visalia	Science Dean	John Muir	133	SP C360

Visalia	Health Center PC1	Giant Forest	116	SP C360
Visalia	Counseling PC9	Sequoia	103	SP C360
Hanford	Police Academy PC2	Hanford		SP C360
Tulare	Tulare Counseling PC2	A		SP 3710
Tulare	Tulare Counseling PC1	A		SP 3710
Tulare	Adjunct	A		SP 3710
Tulare	Access & Ability PC1	A	103	SP 3710
Tulare	Student Svcs Counter	A		SP 3710
Tulare	Counseling PC3	A		SP 3710
Visalia	Library PC4	Lodge Pole		SP 3710
Visalia	Counseling PC6	Sequoia	103	SP 3710
Visalia	Business PC3	Kern	713F	SP 3710
Visalia	Admissions PC3	Sequoia	107	SP 3710
Visalia	Computer Services	Wolverine	115	SP 3710
Visalia	Library PC3	2nd		SP 3710
Visalia	Accounts Pay PC2 MICR	Sequoia	17	SP 3710
Visalia	Copy and Mail	Blue Oak	902	HP DJ Z6

SCHEDULE 2 TO SERVICE ORDER

MASTER AGREEMENT - CUSTOMER-PROVIDED EQUIPMENT

Customer-Provided Equipment:

Campus	Department	Building	Room #	ID #	Model
Tulare	Tulare Annex	Annex		141985	RICOH MP 3055SP AD
Hanford	Writing Lab			142762	RICOH MP 3055SP AD
Visalia	Mathematics	Kaweah	251	142989	RICOH MP 3055SP AD
Visalia	Math Lab 3	John Muir	223	165049	RICOH MP 3055SP AD
Hanford	Hanford Math Lab	E	92	165050	RICOH MP 3055SP AD
Tulare	Tulare Math Lab	B	121	165051	RICOH MP 3055SP AD
Visalia	Technology	Kern	721	141714	RICOH MPC307-RS
Visalia	Planning Research	Sequoia	Admin	142797	RICOH MPC307-RS
Tulare	Administration	A	108	153621	RICOH MPC3504EX-RS
Visalia	Facilities/Upstairs	Blue Oak	901	141949	RICOH MPC2504EX-RS
Visalia	Nursing	Hospital Rock	101	121703	RICOH MPC3503-RS
Tulare	Tulare Training Center	COS Training		132515	RICOH MPC3503-RS
Visalia	Puente Lab	Tule	569	121866	RICOH MP3054SP-RS
Visalia	Student Svcs Transfer Cen	Giant Forest	204	132388	RICOH MP3054SP-RS
Visalia	Access & Ability	Sequoia	9	132393	RICOH MP3054SP-RS
Visalia	BSSOT Grant	Alpine	2	140366	RICOH MP3054SP-RS
Visalia	Student Svcs Evaluations	Sequoia	109	141894	RICOH MP301SPF-RS
Visalia	Student Success Lab1	Kern	733	115965	RICOH MP C401SP-RS
Visalia	Student Success Lab2	Morro	110	115988	RICOH MP C401SP-RS
Visalia	Travelling Printer ESL			165071	RICOH SP330DN
Visalia	Travelling Printer ESL2			165054	RICOH SP330DN
Visalia	Administration	Administration		162471	RICOH SP3710DN
Visalia	Administration PC1	Administration		162469	RICOH SP3710DN
Visalia	Athletics PC 4	Morro	107F	165097	RICOH SP3710DN
Visalia	YESS Program	Sequoia	157	165474	RICOH SP3710DN

Visalia	NEXTUP Program PC2	Sequoia	157B	165472	RICOH SP3710DN
Visalia	YESS Program PC1	Sequoia	157E	165475	RICOH SP3710DN
Visalia	NEXTUP PC1	Sequoia	157A	165473	RICOH SP3710DN
Visalia	Access & Ability Testing	Sequoia	12A	162887	HP P57750dw
Visalia	Access & Ability Testing	Sequoia	8B	168117	HP P57750dw
Visalia	Admissions PC7	Sequoia	107	162439	HP E60055dn
Visalia	Dean Arts & Letters	Tule	550A	165100	HP CLJE55040dw
Tulare	Police Permit Printer	Tulare		162444	HP LJ Pro 400
Tulare	Tulare Annex	Annex		162445	HP LJ Pro 400
Hanford	Police Permit Printer	HUB		162481	HP LJ Pro 400
Visalia	Police Permit Printer	Blue Oak	903	122177	HP LJ Pro 400
Visalia	Admissions PC1	Sequoia	107	162728	HP LJ Pro 400
Visalia	Access & Ability PC4	Sequoia	10	102993	RICOH SP3500N-R
Visalia	Tulare Admin PC1	A	109	99239	RICOH SP3500N-R
Visalia	Science PC1	John Muir	137	105030	RICOH SP3500N-R
Visalia				99242	RICOH SP3500N-R
Hanford	Green Room PC1	Sawtooth	302J	105667	RICOH SP3500N-R
Visalia	EOPS PC3	Sequoia	108	105668	RICOH SP3500N-R
Visalia	EOPS PC4	Sequoia	108	105818	RICOH SP3500N-R
Visalia	EOPS PC5	Sequoia	108	112346	RICOH SP3500N-R
Visalia	Counseling PC8	Sequoia	103	111103	RICOH SP3500N-R
Visalia	Counseling Veterans	Sequoia	106	111102	RICOH SP3500N-R
Visalia	Access & Ability PC8	Sequoia	10	100310	RICOH SP3500N-R
Visalia	Counseling PC10	Sequoia	103	111154	RICOH SP3500N-R
Visalia	Box Office	Sawtooth	320A	111880	RICOH SP3500N-R
Visalia	Counseling PC7	Sequoia	103	111105	RICOH SP3500N-R
Visalia	Veterans Coordinator	Sequoia	106	105000	RICOH SP3500N-R
Visalia	Counseling PC1	Sequoia	103	111104	RICOH SP3500N-R
Visalia	Counseling PC3	Sequoia	103	111106	RICOH SP3500N-R

Visalia	Athletics PC3	Morro	110J	115847	RICOH SP3500N-R
Visalia	CFS PC2	Tule	502B	115843	RICOH SP3500N-R
Tulare	Tulare Science PC2	B	209	115844	RICOH SP3500N-R
Visalia	Business	Kern	711F	115845	RICOH SP3500N-R
Visalia	Access & Ability PC16	Sequoia	9J	111879	RICOH SP3500N-R
Tulare	Tulare B PC1	Building B	B102	115848	RICOH SP3500N-R
Visalia	EOPS PC6	Sequoia	108	112200	RICOH SP3500N-R
Visalia	Access & Ability PC9	Sequoia	10D	115739	RICOH SP3500N-R
Visalia	Business PC6	Kern	711E	132538	RICOH SP3500N-R
Visalia	Adjunct Counseling PC12	Sequoia	103	115941	RICOH SP3500N-R
Visalia	Business PC7	Kern	711C	132540	RICOH SP3500N-R
Visalia	Counseling Adjunct PC11	Sequoia	103	112148	RICOH SP3500N-R
Hanford	Police Academy PC1	Hanford	PS24C	115987	RICOH SP3500N-R
Visalia	EOPS PC7	Sequoia	108	115834	RICOH SP3500N-R
Visalia	Computer Svcs Tech	Lodge Pole		121422	RICOH SP3500N-R
Tulare	Tulare Cashier PC1	A		132530	RICOH SP3500N-R
Visalia	Access & Ability PC14	Sequoia	10F	132411	RICOH SP3500N-R
Visalia	Business PC8	Sequoia	718A	132539	RICOH SP3500N-R
Visalia	Access & Ability PC13	Sequoia	8B	132408	RICOH SP3500N-R
Visalia	Access & Ability Writing	Sequoia	209	132410	RICOH SP3500N-R
Visalia	Access & Ability PC12	Sequoia	9	132402	RICOH SP3500N-R
Visalia	Access & Ability PC7	Sequoia	10G	132401	RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Sequoia	103	132379	RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Giant Forest	204A	132387	RICOH SP3500N-R
Visalia	Student Svcs J Morrison	Sequoia	101	132381	RICOH SP3500N-R
Visalia	Counseling PC13	Sequoia	103	132380	RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Giant Forest	204	132384	RICOH SP3500N-R
Visalia	Welcome Center PC2	Sequoia	104	132382	RICOH SP3500N-R
Visalia	Student Svcs Tran Cen	Giant Forest	204	132383	RICOH SP3500N-R

Visalia	Curriculum	Sequoia	6	140129	RICOH SP3500N-R
Visalia	Health Center PC2	Giant Forest	116	132519	RICOH SP4510DN-RS
Visalia	Student Svcs Tran Cen	Giant Forest	204	132400	RICOH SP4510DN-RS
Visalia	Access & Ability PC1	Sequoia	9	132403	RICOH SP4510DN-RS
Visalia	Financial Aid PC1	Sequoia	105	132518	RICOH SP4510DN-RS
Visalia	Financial Outreach PC1	Sequoia	105	132517	RICOH SP4510DN-RS
Visalia	Purchasing PC1	Sequoia	2	132529	RICOH SP4510DN-RS
Visalia	MESA PC1	John Muir	124	141766	RICOH SP4510DN-RS
Visalia	Payroll MICR	Sequoia	2	153729	RICOH SP4510DN-RS
Visalia	EOPS PC11	Sequoia	108	140307	RICOH SP3600DN
Visalia	EOPS PC9	Sequoia	108	140309	RICOH SP3600DN
Visalia	EOPS PC8	Sequoia	108	140310	RICOH SP3600DN
Visalia	EOPS PC10	Sequoia	108	140308	RICOH SP3600DN
Visalia	Safety Compliance	Utility	Plant	141556	RICOH SP3600DN
Visalia	Business Mazola	Kern	718D	142620	RICOH SP3600DN
Visalia	Puente Center	Tule	569	153981	RICOH SP3600DN
Visalia	Access & Ability PC11	Sequoia	9	132509	RICOH SPC250DN
Visalia	Financial Aid PC2	Sequoia	105	132513	RICOH SPC250DN
Visalia	Industrial Tech	Cedar	426	132508	RICOH SPC250DN
Visalia	Access & Ability			132404	RICOH SPC250DN
Visalia	Access & Ability PC1	Sequoia	9	140403	RICOH SPC252DN
Visalia	MESA	John Muir	124	141767	RICOH SPC252DN
Hanford	Hanford Health Center	Hanford		141596	RICOH MFP C252SF
Tulare	Tulare Health Center	Tulare		141597	RICOH MFP C252SF
Visalia	Access & Ability Adjunct	Sequoia	10E	141700	RICOH MFP C252SF
Visalia	Financial Aid PC4	Sequoia	105	165419	RICOH SP6430DN
Visalia	Student Svcs Dean PC3	Sequoia	101	142968	RICOH SPC440DN
Hanford	Admin Provost	HUB	117	140231	RICOH SPC435DN
Visalia	EOPS PC1	Sequoia	108	141559	RICOH SPC435DN

Visalia	REALM Grant	John Muir	132	141984	RICOH SP C262SFNw
Visalia	Physical Therapy Lab	Hospital Rock	113	142911	RICOH SP C262SFNw
Visalia	Chemistry Lab	John Muir	214	142994	RICOH SP C262SFNw
Visalia	Paralegal Admin Justice	Kern	711A	153622	RICOH SP C262SFNw
Visalia	Athletic Sports Medicine	Morro		165330	RICOH SP C262SFNw
Visalia	PTA Lab	John Muir	725	142735	RICOH SP C262DNw
Tulare	Tulare Nursery Man	Ag & Tech	NM101	153619	RICOH SP C262DNw
Visalia	Hanford Fire Academy	Hanford	PS29	162437	RICOH SP C262DNw
Visalia	Access & Ability PC5	Sequoia	10	165066	RICOH SP C262DNw
Visalia	Welcome Center PC4	Sequoia	102	165070	RICOH SP C262DNw
Visalia	Language Arts PC3	Kaweah	211	153996	RICOH SP 377SFNwX

IN WITNESS WHEREOF, the parties have executed this Scope of Services as of the date first written above.

CUSTOMER

RAY MORGAN COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Brochures

U.S. Communities Product Schedule (Cost-Per-Copy)

Product Schedule Number: _____
Master Lease Agreement Number: _____

This Cost-Per-Copy Product Schedule (this "Schedule") is between Ray Morgan Company ("Company", "we" or "us") and College of the Sequoias Community College District as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and Ray Morgan Company. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

CUSTOMER (BILL-TO) College of the Sequoias Community College District				BILLING CONTACT NAME Lisa Parker			
PRODUCT LOCATION ADDRESS				BILLING ADDRESS (IF DIFFERENT FROM LOCATION ADDRESS) 915 S Mooney Blvd			
CITY	COUNTY	STATE	ZIP	CITY	COUNTY	CITY	ZIP
				Visalia	Tulare	CA	93277
BILLING CONTACT TELEPHONE NUMBER (559) 737-6169		BILLING CONTACT FACSIMILE NUMBER		BILLING CONTACT E-MAIL ADDRESS lisapa@cos.edu			

PRODUCT / EQUIPMENT DESCRIPTION ("PRODUCT")

QTY	PRODUCT DESCRIPTION: MAKE & MODEL	QTY	PRODUCT DESCRIPTION: MAKE & MODEL
16	Ricoh MP 305SPF		
70	Ricoh MP 4055		
14	Ricoh IM C3500		
5	Ricoh MP 6055		
1	Ricoh Pro C7200S		
1	Ricoh Pro 8300S		
2	Ricoh Pro 8310S		
1	HP Z6 Large Format		
34	Ricoh SP 3710DN		
8	Ricoh SP C360DN		

PAYMENT SCHEDULE

Minimum Term (Months) 60	Minimum Payment (Without Tax) \$ 28,313	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER: _____	Advance Payment <input type="checkbox"/> 1 ST PAYMENT <input type="checkbox"/> 1 ST & LAST PAYMENT <input type="checkbox"/> OTHER: _____								
Guaranteed Minimum Images*°	Cost of Additional Images°	Meter Reading/Billing Frequency									
<table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td>10,500,000 Large Format 1,200 Square Feet</td> <td>550,000 Large Format 7,500 Square Feet</td> </tr> </table>	Black/White	Color	10,500,000 Large Format 1,200 Square Feet	550,000 Large Format 7,500 Square Feet	<table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td>\$.009</td> <td>\$.10 Production Color \$.039</td> </tr> </table>	Black/White	Color	\$.009	\$.10 Production Color \$.039	<input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input checked="" type="checkbox"/> OTHER: Annual _____	
Black/White	Color										
10,500,000 Large Format 1,200 Square Feet	550,000 Large Format 7,500 Square Feet										
Black/White	Color										
\$.009	\$.10 Production Color \$.039										

* Based upon Minimum Payment Billing Frequency

° Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: YES (check if yes and indicate total number of pages: _____ 4)

TERMS AND CONDITIONS

1. ~~The first~~ ^{Customer Initials} Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Company service commitments included on the "Service Management Commitments" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Company governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Company alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Company in respect of its performance of the Commitments. Accordingly, you expressly agree that Company is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.
3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
4. Additional Provisions (if any) are: See attached listing of Lessee Owned assets that are also covered for service & supplies only

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ <i>Authorized Signer Signature</i></p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title Date</p>	<p>Accepted by: _____</p> <p>By: _____ <i>Authorized Signer Signature</i></p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title Date</p>
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SERVICE COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by Ray Morgan Company, having its principal place of business at 3131 Esplanade, Chico, CA 95973 ("Company"). The words "you" and "your" refer to you, our customer. You agree that Company alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Company or, if Company assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Company's assignee, is the party responsible for financing and billing the Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Company's Normal Business Hours (as defined below). They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Minimum Payment and the Cost of Additional Images, as described on the Product Schedule, will not increase in price during the Minimum Term of the Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

Company will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day). Company will also provide the supplies required to produce images on the Product covered under the Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Company reserves the right to assess a reasonable charge for supply shipments if you request overnight delivery. If Company determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Company may refuse you additional supply shipments, or as otherwise agreed to by the parties. Optional supply items such as paper, staples and transparencies are not included, unless otherwise agreed to by the parties in writing. Charges are based on standard 8.5x11 images. Company reserves the right to assess additional images charges for non-standard images, including 11x17 images.

RESPONSE TIME COMMITMENT

Company will provide a one hour (1) phone response to service calls measured from receipt of your call. Company will provide a four (4) business hour average response time for all service calls located within a major metropolitan area, and an eight (8) business hour average response time for service calls located fifty (50) miles or greater from a Company service center for the term of the Product Schedule. Response time is measured in aggregate for all Product covered by the Product Schedule.

UPTIME PERFORMANCE COMMITMENT

Company will service the Product to be Operational with a quarterly uptime average of 95% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Company and will end when the Product is again Operational. You agree to make the Product available to Company for scheduled preventative and interim maintenance. You further agree to give Company advance notice of any critical and specific uptime needs you may have so that Company can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

PERFORMANCE COMMITMENT

Company is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. Should a Product or an accessory not be able to be maintained in conformance with manufacturer's specifications, Company shall, at its own expense, replace such Product with another unit of the same product designation as that Product and Company shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Product it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities. Company shall re-perform any Services not in compliance with this warranty and brought to Company's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Company's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your Company sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Company will, upon your request, be pleased to annually review your business environment and discuss ways in which Company may improve efficiencies and reduce costs relating to your document management processes.

MICELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Company. Company and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Company makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Company, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. These Service Commitments shall be governed according to the laws of the State where your principal place of business or residence is located without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a Company "Certified Technician". If any software, system support or related connectivity services are included as part of these Service Commitments as determined by Company, Company shall provide any such services at your location set forth in the Product Schedule as applicable, or on a remote basis. You shall provide Company with such access to your facilities, networks and systems as may be reasonably necessary for Company to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Company may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Company agrees that such units will be used by Company solely for such purpose. Once transmitted, all meter read data shall become the sole property of Company and will be utilized for billing purposes.