



**TOWN OF OLD SAYBROOK, CONNECTICUT  
REQUEST FOR PROPOSAL**

**Copy – Print Maintenance and Supply Services  
Addendum 3  
May 1, 2019**

**1. Copier Buyout / Return Updates**

De Lage Landen, the leasing company for the “not end of contract” copiers, only offers a buyout to purchase option, there is no buyout to return available to the lessee.

Further, De Lage Landen will not provide what they consider a post-dated quote for a buyout for any date beyond 30 days. The currently provided buyout to purchase quotes represent the best estimate currently available.

**2. Current Lease Payments and Contract End Dates**

Model	Serial Number	Location	Lease \$	Lease End
Ricoh MP C2504	G756RB10283	1st Floor Town Hall	\$152.62	1/23/2022
Ricoh MP C3504	G706MB60745	2nd Floor Town Hall	\$246.97	1/23/2022
Ricoh MP 2554	G145R401018	Town Clerk	\$123.75	6/18/2020
Ricoh MP 2554	G145R401044	Assessor	\$123.75	6/18/2020
Ricoh MP C3003	E153M960689	Parks & Rec	\$281.51	10/1/2018
Ricoh MP C2503	E214MA61289	Y&FS	\$190.25	12/31/2019
Ricoh MP2852SP	W423LC00177	Library	\$146.59	1/6/2019

**3. Copier Fleet Full / Partial Replacement Strategy**

Proposals will be considered for either full, partial or potentially no fleet replacement. The existing copier fleet is fully functional, satisfies “must have” print/copy requirements and current devices have not generated any reliability concerns. A primary goal is to maintain current functionality at the best possible cost.

Note that the Addendum 2 copier – printer reconfiguration assumes cost savings based upon per page price differences. If savings are demonstrated by keeping the existing separate devices that will be considered.

**4. Floor Plans**

Floor plans for Town Hall will be posted on the Town web site.

**5. RFID FOB Devices currently in use**

AWID KT Prox-Linc Proximity Key Tag, 125 kHz, Wiegand format. Typical number of keyed control users per device: 10.

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**6. Length of Contract Correction (Section 8)**

Section 8, “Length of Contract” refers to contract terms associated with maintenance / supplies services. Initial contract to be for one fiscal year (starting July 1, 2019) with option to renew the contract, with renegotiated fees/costs, on an annual basis.

Section 7, “Copier Leasing Requirements” includes length of contract considerations for copier leases.

**7. Lease vs. Managed Print Services**

Q: Is the Town only looking at 48 and 60 month leases for the MFD’s or would the Town be open to a Managed Print Services agreement?

A: Please note that other than the printer-copier consolidation suggested in Addendum 2 it is not the intention of the Town to further consolidate print-copy devices, to eliminate local desktop/workgroup desktop print devices or to remove lightly-used features from existing copier locations.

Consideration will be given to potential cost savings related to adjustment of printer speed and/or duty cycle.

Consideration will be given to proposals that replace copiers with “not lease based” copier hardware options.

**8. Supporting Existing Ricoh Copier Devices**

Q: Is the intent for the existing Ricoh devices that have not expired to be managed by the incumbent provider or will those be managed separately until expiration?

A: TBD based upon overall cost. It is anticipated that the scale provided by combining maintenance / supplies services for copier and desktop print devices will result in a decreased overall cost. A secondary goal is to simplify support processes by establishing a single point of contact for maintenance and supply services for all devices.

**9. Response Time**

Q: Is the 4 hour response time an SLA per service call or is it the targeted average response across all service calls?

A: Across all service calls.

**10. Copier Lease Contract**

Q: Please provide copies of all current service and lease contracts.

A: Maintenance Terms and Conditions for desktop printers and copiers have been previously provided in Addendum 1. A sample of the standard De Lage Landen lease contract is attached.



## De Lage Landen Financial Services, Inc.

## Lease Agreement

LESSEE	Full Legal Name Town of Old Saybrook				Phone Number (860) 395-3127	
	Billing Address 302 Main Street Send Email Invoice To:				City Old Saybrook State CT Zip 06475 Attention to:	
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)	
	Ricoh	MPc2504		1	Color Copier	
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment*	Plus Applicable Taxes		Term of Lease	
	60	\$157.62	Plus Applicable Taxes		In Months	
		*	Plus Applicable Taxes		60	
	Lease Payment <input type="checkbox"/> includes / <input checked="" type="checkbox"/> does NOT include maintenance/service/supplies [check one]				Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	
* Lease payment may be adjusted for up front sales tax.				End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other		End of Lease Purchase Option shall be FMV unless another option is selected.
				Security Deposit	(PLUS) First Period Payment	(PLUS) Other (EQUALS) Total Payment Enclosed
				\$0.00	\$0.00	\$0.00 = \$0.00

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. Term: This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for adminis-

tering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") indicated hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	<i>[Signature]</i>	1/23/2017
	Title	Print Name
	Legal Name of Corporation	<i>Cam Fortuna Jr</i>
	Town of Old Saybrook	

LESSOR	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
	Commencement Date	Lease Number
Accepted By:		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.		
	Signature	Date	Print Name
GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury.		
	Signature	Print Name	Date