

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE LEASE OF COPIERS AND PRINTERS BY PIGGYBACKING THE CITY OF SAN JOSE'S CONTRACT WITH RICOH AMERICAS CORPORATION**

**WHEREAS**, on October 22, 2007 the City entered into a piggyback agreement with Ricoh Americas Corporation by piggybacking on the contract with the City of San Jose for copiers/multi-function devices, which was competitively bid in June of that year, and the parties now wish to amend the agreement and increase the amount; and

**WHEREAS**, Section I-2-3.07 of the Milpitas Municipal Code authorizes the City Council to enter into contracts without competitive bid when the Purchasing Agent determines that a piggyback purchase is in the City's best interest of the City; and

**WHEREAS**, the City of San Jose's solicitation that resulted in the contract with Ricoh Americas Corporation was obtained and reviewed for compliance with the City's Purchasing Ordinance by the Purchasing Agent; and

**WHEREAS**, there are no local suppliers or contractors who can provide the lease, maintenance and repairs of copiers and printers at competitive rates; and

**WHEREAS**, the City's specifications for lease of copiers and printers are the same as those listed in San Jose's solicitation; and

**WHEREAS**, the price for Ricoh Americas Corporation lease of copiers and printers under the San Jose contract is estimated to be lower than if the City made the purchase pursuant to the City's Purchasing Ordinance; and

**WHEREAS**, the price the City will pay for the lease of the copiers and printers from Ricoh Americas Corporation will be the same price as in the San Jose contract.

**NOW, THEREFORE**, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Manager is authorized to execute an amendment of the separate contract between the City and Ricoh Americas Corporation for lease of copiers and printers in an amount not to exceed \$40,000.00 for each year, which references the solicitation by San Jose and the terms, conditions and prices in the San Jose contract. A copy of the amendment is attached to this Resolution as Exhibit A.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose Esteves, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

**EXHIBIT A**

**AMENDMENT NO. 1 TO THE PIGGYBACK AGREEMENT  
WITH RICOH AMERICAS CORPORATION FOR  
COPIERS/MULTI FUNCTION DEVICES**



This Amendment is entered into this 15<sup>th</sup> day of February 2011, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Ricoh Americas Corporation**, (hereafter referred to as "VENDOR").

**RECITALS**

WHEREAS, the parties entered into a Piggyback Agreement based on the City of San Jose’s agreement with Ricoh Americas Corporation for copiers/multi-function devices, on October 22, 2007; and

WHEREAS, the parties desire to amend the Agreement to accept certain provisions of the “Second Amendment to the Agreement for Copiers/Multi-functioning Devices For Citywide Use Between the City Of San Jose and Ricoh Americas Corporation” to continue to provide copiers/multi function devices to the City of Milpitas.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Item 1 page 1 “Section 3.1 of the Agreement, entitled “Initial Term” is amended to read as follows: “The term of this agreement is from October 16, 2007 to June 30, 2011, inclusive.”
2. The parties do not intend to adopt or incorporate any services or pricing set forth in “Second Amendment To The Agreement For Copiers/Multi-functioning Devices For Citywide Use Between The City Of San Jose And Ricoh Americas Corporation”, specifically including note 1 on page B-2.
3. The pricing in the original agreement will remain unchanged for the term of the extension and any subsequent option years exercised by the City of San Jose.
4. Any exercise of option years by the City of San Jose shall apply to this Piggyback Agreement.
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
Thomas C. Williams, City Manager

\_\_\_\_\_  
Ricoh Americas Corp.

Approved As To Form:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

Prepared By:

\_\_\_\_\_  
Chris Schroeder, City Purchasing Agent