

**FEBRUARY 10, 2014 SPECIAL SESSION
CROW TRIBAL LEGISLATURE**

JOINT ACTION RESOLUTION NO. JAR14-05

INTRODUCED BY DARRIN OLD COYOTE, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH

JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE
CROW TRIBAL EXECUTIVE BRANCH ENTITLED:

**“RESOLUTION APPROVING PURCHASE AND SERVICE AGREEMENT OF 360
OFFICE SOLUTIONS MULTI-FUNCTION PRINTING AND COPYING MACHINES
AND ASSOCIATED PRINT MANAGEMENT SOFTWARE OF UP TO \$453,338 FROM
LOAN FUNDS FROM FIRST INTERSTATE BANK.”**

WHEREAS, the Chairman of the Executive Branch has authority and responsibility pursuant to the “enumerated powers” in Article IV, Section 3 of the Constitution and Bylaws of the Crow Tribe of Indians to represent the Crow Tribe in negotiations with Federal, State and local governments and other agencies, corporations, associations, or individuals in matters of welfare affecting the Crow Tribe; to “negotiate and approve or prevent any sale, disposition, lease or encumbrance of Tribal lands, interests in lands or other Tribal assets, including buffalo, minerals, gas and oil with final approval granted by the Legislative Branch;” and to “negotiate and approve limited waivers of sovereign immunity when such a waiver is necessary for business purposes in accordance with Article V, Section 2(f) of [the] Constitution;” and

WHEREAS, the Legislative Branch has authority and responsibility pursuant to its “powers and duties” in Article V, Section 2(d) of the Constitution “to grant final approval or disapproval of items negotiated by the Executive Branch of Government pertinent to the sale, disposition, lease or encumbrance of Tribal lands, interests in lands or mineral assets,” and in Article V, Section 2(f) to “grant final approval or disapproval of limited waivers of sovereign immunity by the Executive Branch when waivers are necessary for business purposes;” and

WHEREAS, the Crow Tribal Legislature and the Crow Tribal Executive Branch enacted Joint Action Resolution No. JAR13-19 on October 24, 2013 to approve a loan agreement for a loan from First Interstate Bank in the amount of Ten Million Dollars (\$10,000,000.00), secured by interest from the 107th Settlement Trust Fund, for the purposes of funding land purchases and economic development projects, and paying off the 2013 Unsecured Line of Credit (the “Loan”), and such Loan closed on November 1, 2013 and all BIA and OST approvals have been obtained; and

WHEREAS, the Joint Action Resolution No. JAR13-19 required additional Joint Action Resolutions to approve all Future Project Expenditures from the Loan funds; and,

WHEREAS, the Chairman of the Executive Branch, through the Tribe's Internet Technology consultant, has researched and evaluated options for addressing the Tribe's need for multi-function printers and copiers, and has negotiated a very favorable service and maintenance agreement for such machines; and,

WHEREAS, the Chairman of the Executive Branch, through the Tribe's Internet Technology consultant, has identified 360 Office Solutions as providing the best quality, service, and value to serve the needs of the Tribe for multi-function printing and copying machines; and,

WHEREAS, the loan agreement approved on October 24, 2013 contemplated future expenditures for centralized multi-function printing and copying machines; and,

WHEREAS, multi-function printing and copying machines are necessary to ensure efficient and effective administrative operations for the Crow Tribe and will provide significant long-term cost-savings over the current printing and copying machines currently used for tribal government operations.

**NOW, THEREFORE, BE IT RESOLVED BY THE CROW TRIBAL LEGISLATURE
AND THE CROW TRIBAL EXECUTIVE BRANCH:**

Section 1. The agreement between the Crow Tribe and 360 Office Solutions for the purchase of and service agreement for multi-function printing and copying machines, attached hereto and incorporated by reference, is hereby approved.


Section 2. The Crow Tribe is authorized to expend not more than \$453,338 of the Loan funds for the purchase of and service agreement for multi-function printing and copying machines from 360 Office Solutions.

Section 3. The Crow Tribal Legislative Branch has a separate agreement for the procurement of copier equipment and related services with Midland Office Equipment of Billings and, accordingly, shall not be part of the agreement with 360 Office Solutions. The amount of twenty-two thousand dollars (\$22,000.00) from the Loan funds shall be used for the Legislative Branch agreement with Midland Office Equipment, as described and itemized in the attachment titled "Legislative Branch Copier Purchase Estimate."

Section 4. The Crow Tribal Judicial Branch shall be authorized to enter into a separate agreement for the procurement of copier equipment and related services with a company of its choice. The amount that the Judicial Branch and Executive Branch come to an agreement with, from the Loan funds shall be used for the Judicial Branch agreement with such company.


CERTIFICATION

I hereby certify that this Joint Action Resolution entitled “**RESOLUTION APPROVING PURCHASE AND SERVICE AGREEMENT OF 360 OFFICE SOLUTIONS MULTI-FUNCTION PRINTING AND COPYING MACHINES AND ASSOCIATED PRINT MANAGEMENT SOFTWARE OF UP TO \$453,338 FROM LOAN FUNDS FROM FIRST INTERSTATE BANK**” was duly enacted by the Crow Tribal Legislature with a vote of 15 in favor 0 opposed, and 0 abstaining and that a quorum was present on this 10th day of February, 2014.



Senator R. Knute Old Crow, Sr.
Speaker of the House
Crow Tribal Legislature

ATTEST:



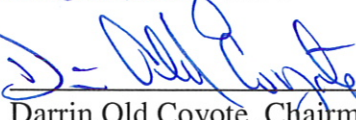
Senator Gordon Real Bird, Jr.
Secretary
Crow Tribal Legislature



EXECUTIVE ACTION

I hereby approve or
_____ veto

This Joint Action Resolution entitled “**RESOLUTION APPROVING PURCHASE AND SERVICE AGREEMENT OF 360 OFFICE SOLUTIONS MULTI-FUNCTION PRINTING AND COPYING MACHINES AND ASSOCIATED PRINT MANAGEMENT SOFTWARE OF UP TO \$453,338 FROM LOAN FUNDS FROM FIRST INTERSTATE BANK**” pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 and Article IV, Section 3(k) of the Constitution and Bylaws of the Crow Tribe of Indians, on this 13 day of February, 2014.



Darrin Old Coyote, Chairman
Crow Tribal Executive Branch



May 2, 2013

Mr. Jeff Honcoop
Business Consultant
Honcoop Technology Services
Billings, MT 59101

Re: Crow Tribe of Indians Multi-function Device RFQ

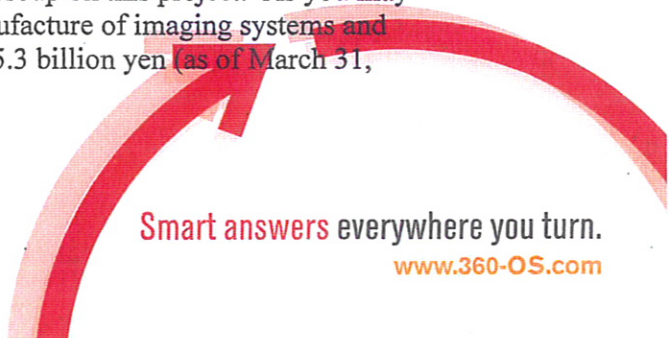
Mr. Honcoop:

Thank you for the opportunity to respond to the Crow Tribe of Indians Multi-function Device RFQ issued April 22, 2013 to be the Primary Partner for the multi-function devices and associated print management software solutions for the Crow Tribe. Within this proposal it is our goal to identify areas where 360 Office Solutions can provide value added services as well as competitive pricing to the Crow Tribe to improve operational and fiscal efficiencies.

Through our 65 years of experience 360 Office Solutions has grown to understand the specific product and service needs of our customers. It is our goal to present the benefits of a customized Multi-Function Standards Program as well as providing other value added services, including looking into the future with the Crow Tribe to change and adapt to your needs as they arise. We will work proactively with Honcoop Technology Services to insure we understand the direction of the Crow Tribe direction and strategy. Lastly, our local, personalized service and experience implementing custom programs in many large customers provides us insight, to insure that this project is successfully implemented.

As we have discussed we will be working directly with Ricoh Professional Services employees in regards to the deployment of software solution. I feel our investment in this team will help ensure a seamless deployment of the entire solution for both hardware as well as software including all necessary training.

We are proud to be partnering with Ricoh Americas Group on this project. As you may or may not be aware Ricoh is the world's largest manufacture of imaging systems and software solutions with a market Capitalization of 135.3 billion yen (as of March 31, 2013).



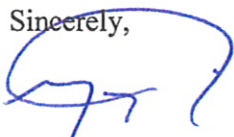
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In summary, we would like to thank The Crow Tribe for considering our proposal. Our commitment, as demonstrated in this proposal, is to provide total customer value and to offer the Crow Tribe an ideal partner for your multi-function device needs. The ultimate goal and purpose per your RFQ is to enhance productivity, reduce support requirements, and improve users' experience when performing copying, scanning, printing and faxing activities.

Jeff, I very much appreciate your time and patience with us as we strived to make sure we fully understood the scope of this RFQ.

We would welcome any questions that you might have about our proposal including suggestions if there are other services that we could provide to your organization.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg R. Reiss", with a large, stylized flourish above the name.

Greg R. Reiss
Co-Owner

We have read and reviewed the Crow Tribe of Indians Multi-function Device RFQ issued April 22, 2013. Detailed below is our response to each of the questions contained in the RFQ:

Evaluating Criteria of Request for Proposal

Minimum Required Functionality:

The proposal called out the required functionality of the devices included in the proposal. We have included detailed description of the functionality of the devices included in the proposal. Additionally, we have provided a summary table showing capabilities of each device as compared to the required minimum functionality. See Appendix 1.

Print Management Software:

As outlined in the RFQ, the print management software should contain the following minimum functionality:

- **Secured Print:** Users need to be able to print out a document and pick it up only after verifying they are present.
- **Print Anywhere:** Users need to be able to release a Secured Print job from any device on the network on a per job basis.
- **Verification:** The necessary proximity cards, card readers, and card management equipment must be provided with the quote for 350 users. The costs of additional cards and any setup fees associated with additional users should also be identified in the quote.
- **Reporting:** User level auditing and the ability to report on user page counts by type. Department level page counts and page counts by type
- **Print Routing:** Automatic print routing and notification items should be present, including the ability to automatically convert color prints to black and white in a pre-defined manner.
- **Directory Support:** The existing Active Directory infrastructure should be used as a master directory service and to provide an alternate authentication method on devices if a proximity card is not present.

We have proposed the following print management software and hardware solutions to meet achieve the intended print management controls and capabilities that you have outlined above.

Card Authentication Package, Enhanced Lock Print NX and PCS Director:

These software packages will allow and organization to have increased access control to specific system features while allowing for an environment that is safe to handle and organizations printing, copying and document distribution. The benefits of this software are:

- Help reduce an organizations document costs,
- Significantly increase an organizations system/workflow security
- Simplified ability to establish user privileges
- Increase an organizations overall productivity.
- Control the release of when a document will print
- Allow a user to print for any MFD that is software enabled
- Enhanced reporting capabilities on printing activities

We will take the responsibility to insure that the software is properly loaded on the necessary devices and configured on the network and functioning as intended. The installation will be handled through a partnership with Ricoh Professional Services division and ourselves. These individuals along with our local professional IT and service technicians will be physically on-site to handle the implementation. At the completion of the installation and implementation of the software we will provide detail on-site user training sessions so that the staff understands the functionality of the software. We have learned that if these training sessions are done before the implementation then the success of understanding the functionality decreases.

We have included in Appendix 2 a detailed description of each of the software packages included in this proposal.

The pricing proposed in this response includes all costs associated with the purchase of the software, installation, and ongoing maintenance and licensing costs.

Service and Consumables:

The RFQ requests that we address the following areas:

Shipping:

The shipping costs associated with the software and devices are included in our overall cost in the Pricing Section. The shipping costs associated with delivering the toners and parts to your locations have been included in our overall cost per copy rate. There are no additional shipping costs that will be billed.

Professional Delivery and Set up:

We have seven trained service technicians located locally in Billings that have combined 120 years of experience in the office equipment industry that will be responsible for handling the implementation of the hardware and on-going service support. The individuals on our team are:

➤ ***Dale St. Germaine, Service Manager***

Dale has been in the industry for over 18 years, and has completed numerous training on Ricoh and Savin multi-function devices. Dale is responsible for the Service Team. His extensive knowledge and experience allows him to efficiently handle service issues for our customers.

- **Ramon Jimenez, Senior Service Technician**
Ramon has been in the industry for over 17 years, and is a trusted and knowledgeable service person for our customers. He has been trained on numerous Ricoh, Konica Minolta black and color multi-function devices along with HP printers.
- **Paul Carter, Senior Service Technician**
Paul has been in the industry for over 27 years, and is a trusted and knowledgeable service person for our customers. He has been trained on numerous Ricoh, Sharp, Panasonic and Toshiba multi-function black and color devices.
- **David Lefler, Service Technician**
David has been with 360 Office Solutions for over 33 years. David is ISCET certified. He is also certified on Brother copier/fax printers, Fellows and Martin Yale Shredders. David is also trained on the low to medium volume Ricoh devices.
- **Dennis Schramm, Service Technician**
Dennis has been with the Company for over 22 years. Dennis is responsible for the set up, and quality review on the Ricoh, Konica Minolta multi-function devices and HP Printers. Additionally, Dennis is responsible for rebuilding of many of the key parts that customer machines may need. This allows us to increase the depth of inventory we carry for our customers.
- **Karl Hazen, Service Technician**
Karl has been with 360 Office Solutions for 18 months. During that time Karl has been certified on several Ricoh models and a few Konica Minolta models.
- **Chris Bolte, Service Technician**
Chris is our newest technician. He has been with 360 Office Solutions just under a year. During that time Chris has been certified on several Ricoh models and HP printer model.

The implementation of the print management software will be handled by our support team from Ricoh along with our local team members as described below. These individuals are trained and certified on the software products provided in the proposal.

Address Book Setup and Maintenance:

The set up of the address book software will be handled by our local service team discussed above. The ongoing maintenance will be handled as discussed below in the Service Level section.

Printer Server Setup and Maintenance:

The printer set up will be handled by our local service team discussed above. The ongoing maintenance will be handled as discussed below in the Service Level section.

Hardware Maintenance:

We will handle the maintenance of the hardware as discussed in the Service Level section below.

Software Maintenance:

We will handle the maintenance of the software in conjunction with Ricoh Professional Services.

Remote Troubleshooting and Support:

We will have the ability through the print management software to see what the service issues with the network devices are. That will give us an opportunity to talk with an end-user if the service issue is fairly simple and straight forward. We provide our customers with a phone number that goes directly to the machine customer service team. They can track locate a technician and have them talk with the customer regarding the service issue.

On-Site Troubleshooting and Service:

See the Service Level section below.

IT Staff Training:

As previously discussed, we will conduct end user training sessions at the time of the implementation. This will allow the user the opportunity to actually use the hardware and software in their environment. Depending on the number of end users we would anticipate one or two sessions being offered to train the IT staff.

User Training:

As previously discussed, we will conduct end user training sessions at the time of the implementation. This will allow the user the opportunity to actually use the hardware and software in their environment. Depending on the number of end users we would anticipate one or two sessions being offered to train the IT staff.

Toner and Consumables:

We have a warehouse located in Billings, Montana where we stock over 3,500 skus. We will be stocking the toners, consumables and key parts for the devices included in the proposal. By stocking these items it will allow us to have a rapid response rate when we have a service issue or a machine is out of toner. For this project we anticipate a local on site storage of all necessary consumables checked and stocked weekly by our staff thus eliminating the possibility of running out of supplies.

Advanced Management Software Implementation Support:

The implementation of the software will be handled through a Partnership with us and Ricoh. We will have a Ricoh Professional Services professional on site for two days to lead our software installation team. He will be assisted by our IT support team member and our Service Manager.

Service Level Expectations:

The Service Level Promise we are proposing for this relationship is as follows:

As discussed above we have seven service technicians that take care of our customers. This allows us to provide a high level of service to our customers.

As a comparison, we have a large enterprise customer that we have 60 multi-function devices located across numerous locations. The service statistics associated with this account over the last three and a half years shows:

<u>Number of Calls</u>	<u>Average Response Time (hrs)</u>
334	1.35 hours

We would anticipate that we would be able to be as responsive to needs of your end users. There may be a little more travel time involved; however, the core response time would not deviate from the above experience.

We would commit to the following service promise associated with your account:

- *Call Back:*
We will commit to having a 2 hour response time to address problems.
- *Next Business Day On-Site Service:*
We will commit to have next day on-site service for service issues that require an on-site visit to address.
- *Routine Maintenance:*
We will commit to have a service technician on site for 8 hours per day two times per month for the length of the contract. The purpose would be to handle any training issues that end users have and to inspect the devices to insure they are performing. This additional service is **above and beyond** the service support we discussed above.
- *Machine Replacement Guarantee:*
We and Ricoh will guarantee that if a machine has continued performance issues that we cannot address that we will replace the machine with a like or better model. Due to the size of this Partnership, Ricoh considers this a major account and hence Ricoh has a Western Area Service Manager that will be actively engaged in any service issues that may arise over the course of this agreement.

- *Loaner Machine:*
We will provide a loaner of equal or higher grade device in the event there is a device that is down longer than 3 business days.
- *Moving of Machines:*
We are happy to assist the Tribe in the movement of machines as needed. We would consider this as a “regular service call”, which we have accounted for the cost in our model. However, if the number of machine moves goes beyond one unit per month on average (12 machine moves per year) then we would need to bill the Tribe for the additional moves. We would look at this on an annual basis. We would propose a discounted billing rate of \$75/hour for this service.

Pricing:

The pricing provided for the machines that have been specified is as follows:

<u>Device</u>	<u>Black Cost Per Copy</u>	<u>Color Cost Per Copy</u>
MPC5502	\$0.0091	\$0.039
MPC4502	\$0.0091	\$0.039
MPC400	\$0.0105	\$0.0576
MPC7501	\$0.0075	\$0.0366
MPC6501	\$0.0075	\$0.0366

The total upfront capital cost associated with the RFQ includes the following:

- The devices, as identified in Appendix 1, that meet all the specifications called out in the RFQ,
- The print management software cost and on going licensing fees, as identified above,
- The cost of installing the machines and the software on the network,
- The cost of power filters, freight, and card reader hardware and 350 cards.

The total upfront capital cost is \$453,338. I which includes a credit of \$6,996 for the reuse of the MPC 4502 in Water Resources. The credit is net of the cash discount from Ricoh. We will also issue a credit of \$4,437 for the repurchase of the MP 5210, which was the original purchase price when the machine was purchased on January 24, 2013.

As we analyzed the devices that have been called out in the RFQ, there may be an opportunity to realize additional savings once we complete the walk through of the facility and gain an understanding of the work flow and needs of the end user along with the long term direction of the Crow Tribe. A potential reduction in up front capital costs could be between 10% to 20%.

Existing Devices:

The Crow Tribe currently has two devices that we have provided. The devices are:

<u>Device</u>	<u>Repurchase Price</u>
MPC 4502 (Water Resources)	(see below)
MP 5210 (Water Resources)	Buy back at original sale price

We will repurchase the MP5210 as noted above. The MPC4502 is the same model and specification that is included in the RFQ. Accordingly, we would propose that this machine would be redeployed with the required configurations and software additions at the cost per copy rates outlined in this proposal.

Customer References:

The RFQ requests that we provide three references for organizations we have done similar deployments with.

<u>Organization</u>	<u>Contact Name</u>	<u>Title</u>	<u>Contact Number</u>
PPL Montana	Kyle Witt	Manager Records Mngt	237.6959

The deployment at PPL Montana consisted of 33 Ricoh Systems including two wide format devices and an mix of mid range color and black devices

<u>Organization</u>	<u>Contact Name</u>	<u>Title</u>	<u>Contact Number</u>
Billings Public School	Glenna Staebler	P-Card Supervisor	281.5024

The deployment at the Billings Public Schools has consisted of over 60 devices and Ricoh has been the standard for the school district since 1982. They currently have five 70-110 pages per minute devices with annual volumes exceeding 800,000 impressions on these five machines.

<u>Organization</u>	<u>Contact Name</u>	<u>Title</u>	<u>Contact Number</u>
St Vincent Healthcare	Curtis Schmidt	Supply Chain Supervisor	237.3435

The deployment at St. Vincent Healthcare consisted of 60 Ricoh devices on their main campus and their remote locations. The devices range from 17-75 pages per minute devices. Annual volume ranges between 3.5 Million to 4.0 Million impressions.

Other major accounts that we are currently servicing with multiple Ricoh systems are:

Customer

Phillips 66,
Burlington Northern Santa Fe
Wells Fargo,
Montana National Guard
Transportation and Safety Administration
Fed Ex
Montana Rail Link
Riverstone Health

Additionally, a few fully managed print customers with 60 plus devices are:

Customer

Rimrock Foundation
Avitus Group
Yellowstone Boys and Girls Ranch

Other Criteria to Consider:

At 360 Office Solution it is our goal to stand out from our competition. We know that customers have options on where to buy--so we constantly challenge ourselves to bring added value, service and solutions as a Technology & Office Solution Supplier. We don't just sell products, we help businesses save time, money and streamline their purchasing process.

What sets us apart from our competition-it's simple? We provide smart solutions backed by a team with decades of experience in the office automation business. You can see that with the service team that stands ready to assist our customers with their needs --- but there is more! Our solution-focused approach can make a real difference in the way our customers run their office. We have the products, service and support to save our customers money and time by making smart choices.

What truly makes us different is the employees and leadership team of the 360 Office Solutions. The values we hold ourselves to are meaningless without a committed group of employees. The relationship with The Crow Tribe will be the primary responsibility of a local team of professionals dedicated to the implementation and success of the program. The key members of the team are:

➤ **Greg Reiss, Co-Owner**

Greg has been in the business for over 35 years. Greg is responsible for the sales and service business associated with the Ricoh, Konica Minolta and HP copiers and printers. Greg's family founded Star Office Machines and Greg eventually took over and ran the business from his father. In 2009, Star Office Machines merged with the Company and Greg became a shareholder of the Company. Greg is an avid skier and he supports many charities and events associated with skiing. Greg is married to Cindy and they have three grown children.

➤ **Dale St. Germaine, Service Manager**

Dale has been in the industry for over 18 years, and has completed numerous training on Ricoh and Savin multi-function devices. Dale is responsible for the Service Team. His extensive knowledge and experience allows him to efficiently handle service issues for our customers.

In addition to Greg and Dale and the rest of the Service Team, there stands the entire Company there to serve our customers.

The rest of the 360 Office Solutions Management team are:

Management Team:

<u>Individual</u>	<u>Position</u>	<u>Years of Service</u>
Frank Cross	Co-Owner	35 Years
Dan Muller	Co-Owner	24 Years

Craig Bartholomew	Co-Owner	12 Years
Brenda Sommerville	Project Manager	22 Years
Justin Nelson	Installation Supervisor	4 Years
Bonnie Juhl	Operations Specialist	38 Years
Randy Mehling	Contract/Data Analyst	10 Years
Kathy Pierce	Marketing Director	22 Years
Robert Ranford	Warehouse Manager	8 Years
Carol Schladweiler	Accounting Manager	35 Years
Vic Shay	Regional Sales Manager	23 Years

Additionally, the Company has total of 87 employees, who have experience in their area of responsibility with the Company. The following is a summary of employees based on years employed:

<u>Years of Service</u>	<u>Number of Employees</u>
0 to 5 years	19
6 to 10 years	13
11 to 15 years	22
16 to 20 years	11
20 to 30 years	15
30 plus years	7

The team of employees we have allowed us to be recognized as one of the top 40 Independent Dealer in North America, 360 Office Solutions has been delivering quality products and service to our customers for over 65 years. Through the years we've accumulated vast knowledge about the customers we serve and the products we offer. We've learned how to apply that knowledge through committed personal service that exceeds customer expectations. We aim to identify the right products and processes that help to build efficiencies and value across the board.

Whether it's an emergency machine repair, a last minute supply delivery, or ideas on how to save money and time, our experienced team is right there to support our customers with smart solutions that work.

We pride ourselves on being a strategic forward looking company that continues to look at what products and services we can provide to our customers to help make them more efficient – our mission is to make your workplace perfectly served!

Accordingly, we pride ourselves in being our customers' go-to single source supplier for their office needs. Beyond the expertise we offer when it comes to multi-function devices and printers, we have expertise in all aspects of the office environment.

360 Office Solutions is locally owned and operated and committed to the Greater Montana Community. We have a fundamental belief that we need to give of our time, talents and resources to make this community a better place to live and raise our families. We are proud of the fact that we have been a long time supporter of several

worthy organizations over the last 30 years. Some of the organizations we support through donations of time and resources are:

Alberta Bair Theater	All City Alcohol Free Parties
American Cancer Society-Relay	American Legion Baseball
American Heart Assoc.–Heart Ball	Big Brother Big Sisters
Big Sky Economic Development	Big Sky Hospice
Billings Catholic Schools	Billing Public School
Billings Christian Schools	Billings Clinic Classic
Billings Clinic Cancer Center	Billings Food Bank
Parmly Billings Library	Bozeman Deaconess Foundation
Bozeman School Foundation	Care Net
CASA	Chase Hawks
Eagle Mount	Easter Seals
Family Tree	Golden K Kiwanis
Junior League	Montana State University – Billings Moss
Mansion	Muscular Dystrophy Association
Northern Rockies-Messiah Program	RMC Athletics
RMC BlackTie/BlueJeans	Special Olympics
St. Johns Lutheran Ministries	St. Patrick’s Co-Cathedral
St. Vincent’s Foundation-Saints	YMCA
Wendy’s – Dave Thomas Classic	Yellowstone AIDS Project
YWCA	Young Families
YSA Soccer Program	

Again, we would like to thank The Crow Tribe for considering our proposal. Our Company, along with the Ricoh Professional Services Group and more importantly our employees are committed to the success of this entire project.

360 Office Solutions, Inc. Service & Support Agreements:

360 Office Solutions, Inc. (Hereafter referred to as 360 Office Solutions) and _____ (Hereafter referred to as _____) will provide all labor, parts and materials necessary to maintain in good operating condition products covered by this Agreement. At the time of repair, 360 Office Solutions may install engineering improvements and modifications to improve operation and reliability, and will perform preventative maintenance services such as cleaning and inspecting as appropriate. Replacement parts will be new or their equivalent; displaced parts will become the property of 360 Office Solutions. Software support, training and operational programming is included in this agreement.

The following are specific services that 360 Office Solutions will provide to the Customer:

Call Back:

360 Office Solutions will commit to having a 2 hour response time to address problems.

Next Business Day On-Site Service:

360 Office Solutions will commit to have next day on-site service for service issues that require an on-site visit to address.

Routine Maintenance:

360 Office Solutions will commit to have a service technician on site for 8 hours per day two times per month for the length of the Agreement.

Machine Replacement Guarantee:

360 Office Solutions will guarantee that if a machine has continued performance issues that we cannot address that we will replace the machine with a like or better model.

Loaner Machine:

360 Office Solutions will provide a loaner of equal or higher grade device in the event there is a device that is down longer than 3 business days.

Moving of Machines:

360 Office Solutions will assist the Customer in the movement of machines up to one unit per month on average (12 machine moves per year).

If the number of machine moves exceeds this amount in 12 month period, then 360 Office Solutions will bill the Customer for the additional moves at a rate of \$75/hour for this service.

1. **Charges: Customer must have an 360 Office Solutions Charge Account in good standing.** Customer will be invoiced based on service selected. Customer will pay all applicable taxes. If prepaid services are cancelled, Customer will receive a pro-rata refund only for the unused prepaid services beyond the first three (3) months. 360 Office Solutions reserves the right to charge for excessive service on a time and materials basis.
2. **Due Date of Invoices:**
The payment will be billed on or about the fifteenth of the month. The payment will be due within fifteen days of the date of the invoice. If the payment is 10 days or more late, a late charge of 1.0% of the payment due or \$50.00, whichever is greater.
3. **Dishonored Item Fee**
If the customer payment is dishonored, a fee of \$50.00 will be paid in addition to any late charges which may apply.
4. **Emergency Service:**
Emergency Service will be provided under this agreement at no additional cost during regular business hours Monday through Friday from 8:00 a.m. to 5:00 p.m.
5. **Eligible Products:**
To be eligible for this Agreement, products must be in good operating condition and at current revision levels. To bring non-eligible products up to these requirements, 360 Office Solutions will charge standard rates in effect on the date of the service request. 360 Office Solutions reserves the right to examine equipment prior to any renewal of this Agreement and in the event the machine (s) require overhauling or rebuilding, an estimate will be submitted for the Customer's approval before the work is started.
6. **Parts Replacement:**
360 Office Solutions will replace without charge, parts which have been broken or worn through normal use and are necessary to machine servicing and maintenance adjustments, not including consumables unless specified above.
7. **Liability For any material breach of this Agreement by 360 Office Solutions:**
Customer's remedy and 360 Office Solutions' liability will be limited to a refund of the related support charges paid during the period of the breach, up to a maximum of twelve (12) months. 360 Office Solutions will not be liable for performance delays or for nonperformance due to causes beyond reasonable control. 360 Office Solutions is not liable for any damages caused by delay in furnishing services or other performance under this Agreement. **THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SOLE REMEDY FOR 360 Office Solutions LIABILITY OF ANY KIND, INCLUDING LIABILITY FOR NEGLIGENCE WITH RESPECT TO SERVICES FURNISHED UNDER THIS AGREEMENT AND ALL OTHER PERFORMANCE BY 360 Office Solutions UNDER OR PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY 360 Office Solutions AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
8. **Limitation of Service:**
360 Office Solutions does not provide support for "Nonqualified Products". Nonqualified Products are hardware and software not supplied or approved by 360 Office Solutions and products for which Customer does not allow 360 Office Solutions to incorporate modifications. Customer is responsible for removing Nonqualified Products to allow 360 Office Solutions to perform support services. If support services are made more difficult because of a Nonqualified Product, 360 Office Solutions will charge Customer for the extra work at standard rates.
9. **Exclusion:** This Agreement does not cover any damage or failure caused by:
 - a. Use of substandard media, supplies and toner not authorized by the manufacturer or use of items not designated for use with products being serviced; or
 - b. Site conditions that do not conform to 360 Office Solutions' site specifications; or
 - c. Fire or water damage, neglect, improper use, electrical disturbances, transportation by Customer, work or modification by people other than 360 Office Solutions employees or subagreements, or other causes beyond 360 Office Solutions' control; or
 - d. Failure to follow manufacturer's operating instructions or recommended volume; or
 - e. Adjustments to the equipment beyond the established factory specifications that may result in damage to the equipment, a reduction in copy quality, or increased service requirements; or
 - f. Customer refusal to perform required Preventative Maintenance, replace worn or damaged parts; or
 - g. Unauthorized alterations or adjustments void coverage under this warranty and/or maintenance agreements and will subject the customer to additional charges. *Please note document feeder belts, paper trays, outside panels, by-pass trays and glass are not covered under this agreement, nor is cleaning due to extraordinary circumstances.* Also, networking problems that are not machine malfunction are not covered under this agreement.*
10. **Term:**
This Agreement will begin on _____ the start date specified by 360 Office Solutions and will terminate on _____
11. **Termination:**
This Agreement will continue from year to year unless terminated by either party's giving notice of termination in writing to the other not less than thirty (30) days prior to the anniversary of this Agreement upon which the termination shall become effective. In addition, 360 Office Solutions may cancel this Agreement at any time if Customer fails to pay any sum due under this Agreement or any other Agreement with 360 Office Solutions before that payment becomes delinquent.
12. **Contract Interpretation:**
This Agreement shall be construed in accordance with the laws of the State of Montana, provided that reference to Montana law shall be for purposes of interpretation only, and nothing in this Agreement shall extend the substantive law of Montana to the Crow Tribe. Nothing in this Agreement shall be construed as a waiver of the Crow Tribe's sovereign immunity as to the courts of any state. In addition, the Crow Nation Workforce Protection Act shall apply to this Agreement.
13. **Entire Agreement:** The terms and conditions of this Agreement constitute the entire understanding between the parties relating to the provisions of the services listed above. Customer's acceptance of this Agreement is deemed to occur upon Customer's signature of or payment under this Agreement.

CUSTOMER SIGNATURE

You agree to all of the terms and conditions contained on the reverse side of this Agreement, Letter of Instruction and any attachments to same (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agree to all the terms and conditions and understand that this is a non-cancelable Agreement for the full term shown above. The person who is signing on this Agreement on behalf of the Customer hereby acknowledges and represents that he/she has due and lawful authorization and authority to execute this Agreement and to bind the Customer to its terms and conditions.

Signature _____ Title: _____ Date: _____
 (Authorized Signature)

Print Name _____ For: _____

OWNER ACCEPTANCE

Signature _____ Date: _____
 (Authorized Signature)

Title: _____

Building	Department	Model
AML	Front Office	MPC5502
Billings Sub office	Office space	MPC4502
Casino	Admin Office	MPC4502
Casino	Main Office	MPC400
Courts	Clerks office	MPC400
Courts	Front Office	MPC5502
Day Care	Hallway	MPC5502
Education Building	Education	MPC5502
Fitness Center	CHR	MPC400
Fitness Center	Diabetes	MPC5502
Head Start Crow Agency	Home Visit	MPC400
Head Start Crow Agency	Main Office	MPC5502
Head Start Lodge Grass	Main Office	MPC4502
Head Start Pryor	Main Office	MPC4502
Head Start Wyola	Main Office	MPC4502
Housing	Back Hall	MPC400
Housing	Front Office	MPC400
Housing	Main Hall	MPC5502
Legal Trailer	Legal	MPC5502
Legislature	Front Office	MPC7501
Legislature	Meeting Room	MPC400
Main Building	Credit	MPC400
Main Building	Cultural	MPC400
Main Building	Enrollment	MPC5502
Main Building	Exe Admin	MPC5502
Main Building	Finance	MPC6501
Main Building	Grants	MPC5502
Main Building	Head Start Main Office	MPC5502
Main Building	HR	MPC5502
Main Building	HR Reception	MPC5502
Main Building	IT	MPC5502
Main Building	Janitorial	MPC400
Main Building	Land Management	MPC5502
Main Building	Mailroom	MPC7501
Main Building	Procurement	MPC4502
Main Building	Records	MPC7501
Main Building	Tourism	MPC4502
Multipurpose Building	Front Office	MPC4502
Natural resources	Downstairs	MPC4502
Natural resources	Upstairs	MPC4502
Old Casino	Family Preser.	MPC4502
Old Casino	Healthy Hearts	MPC4502
Old Casino	ICWA	MPC5502
Old Casino	IV-4	MPC4502
Old Casino	Native Employment	MPC4502
Old Casino	Social Services	MPC5502
Old Casino	TIPO	MPC400
Old Casino	Tribal Gaming	MPC4502
Old Casino	Water Resources	MPC5502
Old Casino	Water Resources	MPC400
Old Casino	Water Resources - Dwnstrs	MPC400

Police Station	Tribal Cops	MPC5502
Prosecutors	Back Hall	MPC5502
Prosecutors	Front Office	MPC400
SR Citizen	SR Citizen	MPC400
Transit	Main Office	MPC4502
Transportation	Main Office	MPC5502
Transportation Trailer	Hallway	MPC4502
Tribal Health	Conference Room	MPC5502
Tribal Health	Copy Room	MPC5502
Wellness	Wellness	MPC5502

Total Model Count

Model	Count
MPC5502	25
MPC4502	17
MPC400	15
MPC6501	1
MPC7501	3

Model	Part Item	Quantity	Item Cost	Extended Cost
MPC 5502	416076	25	\$ 6,143.22	\$ 153,580.42
SR3120	416008	25	\$ 1,091.03	\$ 27,275.64
BU3060	415988	25	\$ 76.87	\$ 1,921.80
Punch Unit	430719	25	\$ 228.76	\$ 5,719.09
Fax Option	415991	25	\$ 469.57	\$ 11,739.18
FAC 52	416337	25	\$ 82.43	\$ 2,060.72
			<u>\$ 8,091.87</u>	<u>\$ 202,296.84</u>
MPC4502	416072	17	\$ 5,416.23	\$ 92,075.90
SR3120	416008	17	\$ 1,091.03	\$ 18,547.44
BU3060	415988	17	\$ 76.87	\$ 1,306.82
Punch Unit	430719	17	\$ 228.76	\$ 3,888.98
Fax Option	415991	17	\$ 469.57	\$ 7,982.64
FAC 52	416337	17	\$ 82.43	\$ 1,401.29
			<u>\$ 7,364.89</u>	<u>\$ 125,203.07</u>
MPC400	415132	15	\$ 3,038.76	\$ 45,581.35
FAC49	415751	15	\$ 109.29	\$ 1,639.32
			<u>\$ 3,148.04</u>	<u>\$ 47,220.67</u>
MPC 7501	415183	3	\$ 13,871.22	\$ 41,613.65
SR4030	414957	3	\$ 1,055.83	\$ 3,167.49
Punch Kit	412209	3	\$ 239.88	\$ 719.63
Fax Option	415192	3	\$ 502.91	\$ 1,508.73
			<u>\$ 15,669.83</u>	<u>\$ 47,009.50</u>
MPC6501	415182	1	\$ 12,652.38	\$ 12,652.38
SR4030	414957	1	\$ 1,055.83	\$ 1,055.83
Punch Kit	412209	1	\$ 239.88	\$ 239.88
Fax Option	415192	1	\$ 502.91	\$ 502.91
			<u>\$ 14,451.00</u>	<u>\$ 14,451.00</u>
Device Totals			\$ 48,725.63	\$ 436,181.07
Additional Costs				
Freight Costs			\$ 3,000.00	
Set up and Installation of Devices			\$ 4,360.00	
Software and Training and Implemetation and all Licensing			\$ 21,976.00	
Card Reader Hardware and 350 Cards			\$ 10,382.00	
Power Filters			<u>\$ 7,981.93</u>	
				\$ 47,699.93
Pass through of cash discount from Ricoh				<u>\$ (23,547.00)</u>
Total				\$ 460,334.00