

**PARTICIPATING ADDENDUM  
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION  
Copiers, Printers & Related Devices  
Lead by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT  
Ricoh USA, Inc  
Nevada Contract Number 3091  
Hereinafter "Contractor"**

And

**State of Alaska  
Hereinafter "Participating State"**

Page 1 of 7

1. **Contract Scope:** This addendum covers the NASPO ValuePoint's Copiers, Printers and Related Devices Contract 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating State/Entity authorized by the state's statutes to utilize state contracts.

Contractor has been awarded devices and services in the following categories:

Group A Convenience Copiers  
Group B Production Copiers  
Group C Wide Format Copiers  
Group D Printers  
Group E Digital Duplicators

Ricoh Remanufactured products are also available.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivision and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of State of Alaska's Chief Procurement Officer.

This permissive contract is available to all State of Alaska Executive Branch departments and governmental entities. Governmental entities include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. (Note: the State of Alaska has boroughs rather than counties.)

3. **Primary Contacts:** The primary government contact individuals for this Participating Addendum are as follows (or their named successors):

**Lead State**

Name: Shannon Berry  
Address: 515 East Musser Street, Suite 300  
Carson City, NV 89701  
Telephone: (775) 684-0198  
Fax: (775) 684-0188  
Email: [sberry@admin.nv.gov](mailto:sberry@admin.nv.gov)

**Contractor**

Name: Bart Lemmon  
Address: 19304 SE 145<sup>th</sup> St  
Renton, WA 98059  
Telephone: 425-255-0730

**COPIERS, PRINTERS AND RELATED DEVICES  
PARTICIPATING ADDENDUM**

**STATE OF ALASKA**

Fax: 425-228-2115  
Email: [Bart.Lemmon@ricoh-usa.com](mailto:Bart.Lemmon@ricoh-usa.com)

**Participating State**

Name: Linda Polk  
Address: 333 Willoughby Avenue, SOB, 7<sup>th</sup> Floor  
Juneau, AK 99811  
Telephone: (907) 465-8292  
Fax: (907) 465-2189  
Email: [linda.polk@alaska.gov](mailto:linda.polk@alaska.gov)

4. **Participating State Modifications or Additions to Master Price Agreement:** All copiers, printers and related devices sold through this contract must meet the following requirements:
- a. **Purchasing Options for Executive Branch Agencies:** Outright purchases, capital leases, and non-cancelable rentals are allowed under this contract. Capital leases will include a \$1 buyout at the end of the lease term. Cost Per Copy programs may be allowed at customer's request.
  - b. **Purchasing Options for Non-Executive Branch Agencies and Political Subdivisions:** Non-executive branch agencies will be allowed to negotiate any of the purchase and finance options available in the contract.
  - c. **Order:** In order to purchase products from Ricoh, customers will issue a signed purchase document referencing both the MA and PA number. Each order must identify the product, the product delivery location and all applicable charges. Ricoh will not be obligated to sell or deliver products or services for which such information is not provided. Unless otherwise agreed upon by both parties in writing, delivery and installation by a local Ricoh representative shall constitute delivery complete. Customer agrees to confirm delivery of all products covered by each order when the product is delivered and installed, by signing a delivery certificate or written delivery acknowledgement. Signature of delivery acknowledgement does not constitute acceptance.
  - d. **Consumable Product Return:** Customer agrees to pay a re-stocking charge equivalent to twenty percent of the purchase price for permitted returns.
  - e. **Defective Product:** Ricoh will replace defective or damaged products at no charge to customer as provided in the product warranty.
  - f. **Late Delivery:** If delivery has not been made within 60 days of order placement, Customer may refuse delivery of late product at no cost to customer.
  - g. **Service Zones:** The following table provides an alteration to the service zones included in the contract which will be utilized for awards in the State of Alaska:

SERVICE ZONE	DEFINITION
URBAN	All the surrounding communities, accessible by roadway, within a 60 mile radius of the closest Service Base Location.
REMOTE	All locations within Alaska that are outside the Urban zone.

- a. Freight for Remote Installation: In the initial remote placement of device(s), the manufacturer will be allowed to bill the ordering agency for actual freight charges from the nearest Alaska service center or the Alaska dealer that placed the order. New orders for remote devices must be installed within 45 calendar days of order placement. Ricoh is responsible for device(s) until delivery and written delivery acknowledgement is signed by customer. Customer agrees to confirm delivery of all products covered by each order when the product is delivered and installed, by signing a delivery certificate or written delivery acknowledgement.
- b. Remote Travel: The manufacturer will be allowed to charge remote agencies for travel and per diem expenses. Those expenses are limited to established State of Alaska, or ordering agency travel per diem rates and policies in effect at the time of travel. It is the responsibility of the manufacturer to comply with the travel policies of the ordering agency when traveling to remote locations. Service technicians are required to use the least expensive means of transportation reasonably available under the circumstances when traveling in the local area where the service is to be done. For example, if renting a car costs \$100 per day and required trips in a taxi would cost \$50, the technician must use a taxi. Agencies and the manufacturer or their dealer should make every effort to work together to keep travel and per diem expenses to a minimum. Manufacturer will not be allowed to charge remote agencies for travel and per diem expenses if required travel is in relation to warranty claim.
- c. Website Requirement: The manufacturer NASPO ValuePoint website for Alaska must include at a minimum the following:
  - Detailed information regarding all of the products and options available through this contract;
  - Local sales contact information:
  - Single point of contact for order and invoice issues;
  - An escalation path for unresolved issues; and
  - Instructions pertaining to remote device placements.
- d. Website Approval Rights: The State of Alaska contact listed above shall have rights to review and make recommendations to the manufacturer's website.
- e. Product Changes: Changes to products offered on the manufacturer's NASPO ValuePoint website for Alaska only needs to be approved by the NASPO ValuePoint Lead State. No additional state approval is required.
- f. Usage/Spend Report: The manufacturer must submit reports on a quarterly basis to the State of Alaska contact listed above. Reports must include the reporting listed in Attachment P of the RFP.
- h. Administrative Fee:

Contractor agrees to provide an Administrative Fee to the State of Alaska.

- Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.
- Contractor must include the PA number on the check. Those checks submitted to the State without the PA number will be returned to Contractor for additional identifying information.

- Administrative fee checks shall be submitted to:

ATTN: Purchasing Section  
State of Alaska  
Department of Administration  
Division of General Services  
PO Box 110210  
Juneau, AK 99811-0210

- The administrative fee shall not be included as an adjustment to the Contractor's Master agreement pricing and shall not be invoice or charged to the ordering agency.
- Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

- Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.
- g. Contractor and Third Party Financing Agreements: The only lease transactions permitted under this Participating Addendum are subject to the terms and conditions of the Agreement for Lease of Equipment, attached heretofore as Exhibit AA ("Lease Agreement"). To initiate a lease, Buyers may issue a Purchase Order ["PO"] and reference the type of lease (FMV, Operational, or Capital Lease) on the PO or Political Subdivisions may simply sign the Ricoh Lease Agreement. Each PO shall be deemed to constitute a Schedule under the terms and conditions of the Lease Agreement Notwithstanding anything to the contrary in this Participating Addendum, in the event of a conflict between the Lease Agreement and the Master Agreement, the terms of the Master Agreement and Participating Addendum will supersede and control. The Lease Agreement and each PO issued prior to the termination of this Participating Addendum shall survive the termination of this Participating Addendum and the Master Agreement.

**Fair Market Value Buyout:** The customer may purchase the device at the end of the term. All fair market value leases shall have an end of term buyout to own. Value is determined by the then current market price. If customer chooses to continue lease options, such leases shall be subject to monthly payment reductions based on depreciated value. The depreciated value must be disclosed to the customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract. Operational Leases do not have buy-out options.

**Renewal Rates for FMV & Operational leases** are subject to automatic price reductions at time of lease renewal. 30 days prior to lease expiration, Buyers will provide written notice of intent to enter into a lease renewal. Price reduction in equipment payment are as follows (a) twelve

**COPIERS, PRINTERS AND RELATED DEVICES  
PARTICIPATING ADDENDUM**

**STATE OF ALASKA**

(12) month extension - for original lease terms of thirty-six (36) or forty-eight (48) month, a twenty (20) % lease payment reduction or (b) twenty-four (24) month extension - for original lease term of thirty-six (36) months a thirty-five (35)% lease payment reduction.

End of term removal: End of term: At the end of term, Lessee shall have the option to: (i) renew the schedule (ii) purchase the Equipment or (iii) return the equipment. If Lessee desires to exercise a renewal or purchase of the equipment, it shall give Contractor written notice at least thirty (30) days before the expiration of such Schedule Term. Notwithstanding anything to the contrary, if lessee fails to notify CONTRACTOR of its intent with respect to the exercise of a renewal or purchase option, the initial schedule term shall be terminated on the date as stated in the schedule and removal of the product will be arranged. At the end of term of any Capital lease, title to the applicable equipment shall transfer to Customer, the equipment will not be returned and the related PO will not be renewed.

Assignment/Transfer: The manufacturer may not subcontract or assign its interest, obligations, or payments under this contract without the express prior written consent of the State of Alaska contact listed above. Once authorized, Ricoh may assign, solely for financing purposes, their right title and interest in and to: (i) the Products subject to Lease Agreements or POs; (ii) all payments and other amounts due and to become due thereunder with respect to the Products;. Any such assignment however, does not excuse Ricoh from bearing any obligation, terms and conditions as outlined under the either the NASPO ValuePoint Master Agreement 3091 or this Participating Addendum.

- h. Taxes: The State of Alaska is a tax exempt entity under Chapter 32, IRS Code, Registration No. 92-6001185.
- i. Alaska Facsimile Standard: The following network facsimile minimum device configuration is required for fax options on all multi-function devices in the State of Alaska:
  - ii. All devices must exclusively use a network protocol of TCP/IP. All other protocols must be permanently disabled.
  - iii. All devices must be capable of Ethernet 10/100 base T and use RJ45 jacks.
  - iv. All devices must be compatible with Microsoft Standard IP Port and printing protocols.
  - v. All devices must have the following options:
    - 1. Devices must allow DHCP configuration
    - 2. TCP/IP host name
    - 3. Ability to modify the host name
    - 4. Drivers must be nt/2000/xp compatible
  - vi. Super G3 (facsimile) protocol or mode is not supported. Super G3 protocol or "mode" must be permanently disabled on devices with fax capability. The state's IT managers find that fax devices using Super G3 may not work properly and are not supported.
- 5. The parties agree that nothing in Section 14.b of the Master Agreement is meant to obligate Contractor to indemnify for third party (non-Ricoh branded) Products purchased hereunder that may come with their own warranties and indemnity for infringement of intellectual property rights. In addition, Section 14.b.2 of the Master Agreement is further clarified with the following: "If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent.

6. Authorized Dealers/Resellers: Must be identified on the manufacturer's dedicated state website so that they are easily identifiable by Alaskan Agencies. Must include point of contact for each dealer/reseller listed. Purchase orders may be channeled through an authorized dealer/reseller for proper ordering and installation. The dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. An Authorized Service Provider shall be deemed "Contractor" under this PA for any PO issued directly to and accepted by such Authorized Service Provider and all references in the Lease Agreement to Ricoh shall be deemed to refer to such Authorized Service Provider.
7. Price Agreement Number: All purchasing documents issued by purchasing entities within the jurisdiction of this Participating Addendum shall include the participating state contract number: **WN2015COPY0006** and the lead state Price Agreement number: **3091**.

This Participating Addendum and the Master Price Agreement, number 3091, (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected unless accepted by signature of both Buyer and Contractor as state in section 9 of this PA. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the participating state.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.
9. Purchase Order Instructions: Orders can be made out to (a) Ricoh USA, Inc or (b) Authorized Service Providers as approved by Ricoh and the State. To the extent Buyer and contractor agree on additional terms, the terms will be documented on the Buyer PO, or other transaction document such as Statement of Work, signed by both parties.
10. All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract resulting from RFP # 3091 and (if leased) this Purchase Order shall constitute a Schedule under the Terms and Conditions of the Lease Agreement", (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount (4) If Leased, type of Lease (FMV, Operational, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service Program selected and CPC rates. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

Unless otherwise agreed upon by both parties in writing, signing the delivery and acceptance certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. Contractor will be allowed a thirty (30) day cure period upon receipt of such notification to address any

**COPIERS, PRINTERS AND RELATED DEVICES  
PARTICIPATING ADDENDUM**

**STATE OF ALASKA**

such billing issue. Invoices that require update due to information being received incorrectly or late from the Buyer, are not considered inaccurate.

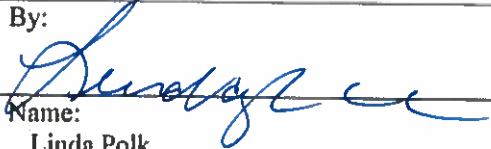
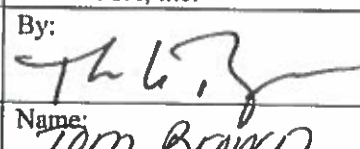
For Ricoh USA, Inc. Orders:

Address Purchase Orders to:	Purchases Remit Payment to:	Leases Remit Payment to:
Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355	Ricoh USA, Inc. Box 100345 Pasadena, CA 91189-0345	Address listed on invoice

For Authorized Service Provider Orders, address to and remit payments as shown on the dedicated Ricoh (cooperative contract) website or, in the case of lease payments, to the address listed on the invoice.

11. WCSA Master Maintenance & Sale Agreement: Notwithstanding anything to the contrary in the Master Agreement, Buyers are subject to "Ricoh WCSA Maintenance and Sale Agreement" attached and incorporated herein as Exhibit C. Unless otherwise agreed, software is provided subject to the terms and conditions of the license applicable to such software. Any term or condition in Exhibit B that conflicts with either the Naspo ValuePoint Master Agreement 3091 or this Participating Addendum is null and void.
12. Meter Collection Methods: As part of its Services, Contractor may, if permitted by the ordering agency, and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring services using technology such as its @Remote solution. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Alaska	Contractor: RicoH USA, Inc.
By: 	By: 
Name: Linda Polk	Name: Tom Brown
Title: Contracting Officer III	Title: VP Government & Higher Education
Date	Date 4-15-16