

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoch USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for **Statewide Contract ITC66**

Page 1 of 13

1 SCOPE

This addendum ("Participating Addendum" or "PA") is entered into between Contractor and Participating State, and is made pursuant to and incorporates the terms of the WSCA-NASPO Master Agreement Terms and Conditions #3091 for Copiers, Printers & Related Devices Contract by the State of Nevada (the "Master Agreement"), for use by state agencies and other entities located in the Commonwealth of Massachusetts authorized by that state's statutes to utilize Commonwealth statewide contracts with the prior approval of the state's chief procurement official.

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

2 PARTICIPATION

Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. In Massachusetts, the Chief Procurement Official is the State Purchasing Agent of the Operational Services Division ("OSD") ("State Purchasing Agent").

The following are the Commonwealth entities ("Eligible Entities") that are designated by the State Purchasing Agent as eligible to use this Participating Addendum, which, together with the incorporated documents listed in Section 3 below, are collectively known as Statewide Contract ITC66 (the "Statewide Contract"):

- a. Cities, towns, districts, counties and other political subdivisions;
- b. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
- c. Independent public authorities, commissions and quasi-public agencies;
- d. Local public libraries, public school districts and charter schools;
- e. Public hospitals owned by the Commonwealth;
- f. Public institutions of higher education;
- g. Public purchasing cooperatives;
- h. Non-profit, UFR-certified organizations that are doing business with the Commonwealth, and;
- i. Other entities when designated in writing by the State Purchasing Agent.

An Eligible Entity that has procured goods or services from Contractor under the Statewide Contract may also be referred to as a "Customer".

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for Statewide Contract ITC66

Page 2 of 13

3 PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT

The following documents are incorporated into the Statewide Contract as though fully set forth herein. Each order or service contract (including any purchase order or statement of work) represent individual contracts between the Contractor and a Customer, each of which shall incorporate the terms of the Statewide Contract. In the event of a conflict or inconsistency in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Attachment A - The Commonwealth of Massachusetts Terms and Conditions, except as noted in the "Clarifications" section below, in which case the noted clarifications shall control notwithstanding anything to the contrary;
- B. Attachment B - The Commonwealth of Massachusetts Standard Contract Form;
- C. This Participating Addendum;
- D. The executed Master Agreement;
- E. Attachment N - Ricoh/WSCA Master Maintenance Agreement
- F. Attachments C through M
- G. The purchase order
- H. The statement of work
- I. The executed Equipment Confirmation Form

Clarifications - The following clarifications are made with respect to certain terms and conditions in the Commonwealth of Massachusetts Terms and Conditions:

Assignment - Contractor shall have the right to assign payments due to Contractor to Contractor's designated assignee, provided Contractor has previously furnished the Operational Services Division with the following information with respect to its designated assignee in advance: (i) a letter on Contractor letterhead requesting an additional remittance address for the assignment of lease payments under Statewide Contract ITC66, signed by an authorized signatory; (ii) an additional Massachusetts substitute W-9 for Contractor which names Contractor's assignee as an additional remittance address; and (iii) an EFT Form containing the EFT coordinates for Contractor's assignee.

Title - Contractor shall retain all right, title and interest developed by it, i) for general business purposes, or for clients other than the Commonwealth and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by Contractor in connection with such work. The Commonwealth acknowledges that its possession, installation or use of Ricoh property or pre-existing third party intellectual property will not transfer to it any title to such property. Equipment or software that is leased, licensed or rented hereunder shall at all times remain the property of Contractor.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for Statewide Contract ITC66

Page 3 of 13

Termination – Leases and rentals may only be cancelled in accordance with Section 9.b of this Participating Addendum.

Risk of Loss; Insurance – Risk of loss and insurance requirements for leased or rented equipment shall be as set forth Section 9.d of this Participating Addendum.

Liability - Pursuant to Section 11 ("Indemnification") of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth or a Customer incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under an order. "Other damages" shall not include damages to the Commonwealth or a Customer as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or a Customer's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11, nor the Commonwealth's or a Customer's ability to join the Contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the Contractor be liable for, damages for the Commonwealth's or a Customer's use of Contractor provided products or services, loss of Commonwealth or Customer records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under an order. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular order, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

Software - If a Customer purchases software from Contractor, Customer understands that the Software is licensed, not sold, and will be subject to the terms and conditions of an end user license agreement (that will be provided to the Customer in advance upon request), in addition to all other terms and conditions of this Statewide Contract. Notwithstanding anything to the contrary, Contractor's obligations with respect to software under this Statewide Contract are contingent upon the Customer purchasing maintenance and support where available, and keeping such software fully updated and patched."

The Contractor is prohibited from requiring Customers to sign any documents not referenced herein without the prior written approval of the Operational Services Division, which approval will be evidenced by the publication of the approved document on the Commonwealth's eProcurement portal COMMBUYS, www.commbuys.com

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoch USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for **Statewide Contract ITC66**

Page 4 of 13

- 3.1 **Attachment A - Commonwealth of Massachusetts Terms and Conditions**
- 3.2 **Attachment B - Commonwealth of Massachusetts Standard Contract Form**
- 3.3 **Statewide Contract Administration Fee and Quarterly Report**

This Statewide Contract is subject to a 1% contract administration fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and incorporated by reference into statewide contracts with the Operational Services Division (OSD). The price stated in any bidder's quote price and any Contractor's statewide contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices. This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Contractor in payment of purchase orders or statements of work that are made pursuant to the Statewide Contract (the "Administration Fee").

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

3.3.1 Quarterly Fee Payment

For each Payment Period, Statewide Contractor shall pay to OSD the Administration Fee that has accrued on or before the associated Quarterly Payment Due Date.

Quarter	Payment Period	Quarterly Payment Due Date
First Quarter	January 1st – March 31st	May 15th
Second Quarter	April 1st – June 30th	August 15th
Third Quarter	July 1st – September 30th	November 15th
Fourth Quarter	October 1 – December 31st	February 15th

Quarterly payments will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments may be made through a web-based secure payment center, which can be accessed through a link provided to statewide contractors by OSD. All Administration Fee payments may be made directly through the secure payment center, or via check. The secure payment center allows payments to be made via Automatic Clearing House (ACH) or by using one of the following credit cards: American Express, Discover, MasterCard and/or Visa.

Please note that there is no charge to vendors to use ACH as OSD covers the nominal fee charged by the secure payment center for using the ACH payment method. OSD will NOT cover the convenience fee for selecting to pay by credit card. This is a fee the contractor is responsible for paying and is non-refundable; the fee is over and above the 1% Administration Fee and it is calculated at 2.3% of the 1% Administration Fee to be paid. The convenience fee

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for Statewide Contract ITC66

Page 5 of 13

Is established by Statewide Contract PRF59A and therefore is subject to change during the term of the contract resulting from this bid. Prior to the due date for the Statewide Contractor's Administration Fee payment, the Statewide Contractor will receive an e-mail communication from OSD that includes all required information the Statewide Contractor must use to submit payments via the secure payment center. Electronically submitting your payment, which is comprised of the 1% administration fee of the total payments received by the Contractor from all Eligible Entities for the Quarter, will serve as the Statewide Contractor Administration Fee Report.

3.3.1.1 Quarterly Reporting

Contractor shall submit one Statewide Contractor Administration Fee Report, **Attachment C**, for each Statewide Contract for each Payment Period. The electronic submission of the payment shall serve as submission of the Statewide Contractor Administration Fee Report, as referenced in the Quarterly Fee Payment section above.

3.3.1.2 Audit

During the term of this Statewide Contract and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives may request, and subject to prior execution of a confidentiality agreement that is reasonably acceptable to Ricoh that complies with any applicable Commonwealth open records laws, Ricoh will provide accounting records, including sales information, reports or files, relating to goods sold or services performed pursuant to this Statewide Contract. If such an audit indicates that Contractor has materially underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

3.3.1.3 Other Terms

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

All amounts payable by the Contractor to OSD under this Statewide Contract that are not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by selecting the fiscal year in question on the Comptroller's Fiscal Year Updates webpage.

In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue any and all recourse and penalties available including, but not limited to, contract suspension and contract termination. The Commonwealth is allowed to suspend, terminate or debar pursuant to Massachusetts General Laws Chapter 29, Section 29F, as amended, and

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
RicoH USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for Statewide Contract ITC66

Page 6 of 13

pursuant to Section 4 of the Commonwealth Terms and Conditions. In addition, in the event the Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

3.4 Attachment D – Contractor Sales Activity Report

The Contractor must provide to the Commonwealth Statewide Contract Manager quarterly reports of all product and service purchases made under the Statewide Contract. The Contractor must provide the Commonwealth Statewide Contract Manager with information on purchases of environmentally preferable products made by Commonwealth Eligible Entities upon request. The reporting requirements outlined herein can be, if required by the Commonwealth Statewide Contract Manager, modified to facilitate the Commonwealth's needs.

Failure to meet the reporting requirements established herein may result in contract suspension or termination.

The following information must be included in the reports, and identified for each category awarded: the purchasing Eligible Entity's name, invoice number and/or invoice date, Product/Service description of each item purchased, unit of measure, unit price, quantity, total purchase amount, and a breakout of recycled and environmentally preferable products (e.g. remanufactured cartridges) sold.

The Contractor Sales Activity Report will follow the same schedule and due dates as the 1% Contract Administration Fee Report, as indicated in Section 3.3 of this Participating Addendum.

3.5 Attachment E - Supplier Diversity Program Plan Forms and Instructions

Massachusetts Executive Order 524 established the Supplier Diversity Program within the Supplier Diversity Office of the Operational Services Division in order to promote the award of state contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). Contractor's completed SDP Form 1 (Attachment E1 - SDP Plan Commitment) and SDP Form 2 (Attachment E2 - Declaration of SDP Partners) are incorporated into the Statewide Contract. Spend with a certified Service Disabled Veteran Owned Business (SDVOBE) will also be recognized toward the awarded contractor's SDP commitment. Reporting will be submitted on a quarterly basis by using the Vendor Sales/SDP Report template specific to this contract.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for Statewide Contract ITC66

Page 7 of 13

- 3.6 **Attachment F - Contractor Authorized Signatory Form**
- 3.7 **Attachment G - Massachusetts Substitute W-9 Form**
- 3.8 **Attachment H - Authorization for Electronic Funds Transfer**
- 3.9 **Attachment I - Cost Schedule(s)**
- 3.10 **Attachment J - Bidder's Checklist and Response Form**
- 3.11 **Attachment K - Environmentally Preferable Products Purchasing Form**
- 3.12 **Attachment L - Equipment Confirmation Form**
An Equipment Confirmation Form (Exhibit 1) must be utilized by Customer and Contractor when issuing a purchase order for equipment leases or rentals. Customer must complete the final approval section of the Equipment Confirmation Form in order to signify acceptance. Section 9 of this PA describes in more detail the acceptance process in the case of leases or rentals. Eligible Entities may utilize the Equipment Confirmation Form to confirm acceptance of purchases of Equipment, Services and Supplies.
- 3.13 **Attachment M and N - Memorandum of Understanding for Logos and Ricoh/WSCA Master Maintenance Agreement, respectively**
- 3.14 **COMMBUYS Market Center**
COMMBUYS is the official source of information for this Statewide Contract and is publicly accessible at no charge at www.commbuys.com. Vendors are solely responsible for obtaining all information distributed for this Contract via COMMBUYS.

It is Contractor's responsibility to check COMMBUYS for any amendments, addenda or modifications to this Contract.
- 3.14.1 **COMMBUYS Subscription**
A free COMMBUYS Seller subscription provides value-added features, including automated email notification associated with posting and modifications to COMMBUYS records.

Contractor agrees that: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) they understand and acknowledge that all references to the Comm-PASS website or related requirements, shall be superseded by comparable requirements pertaining to the COMMBUYS website; and (6) in the event the Commonwealth adopts an alternate market center system, Contractor will be required to utilize

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for Statewide Contract ITC66

Page 8 of 13

such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders and contractors must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the [COMMBUYS Resource Center](#).

Contractor is required to maintain a valid email address in COMMBUYS in order to receive notifications.

COMMBUYS supports a supplier's Web-based catalog from which purchases can be made by any eligible COMMBUYS buyer. Contractors who already maintain or are developing a website for product ordering are advised that links to their sites will only be enabled within COMMBUYS if the system is limited to or can distinguish between Statewide Contract Customers and retail or commercial customers. Contractors who already maintain or are developing a website for product information are advised that links to their site will only be enabled within COMMBUYS if content is restricted to terms authorized under this Statewide Contract.

3.15 Service and Supplies Contract Early Termination

Early termination/acceleration charges are not allowed for the early termination of services and supplies contracts. Customer must provide 30 days written notice when terminating services and supplies contracts.

Drum replacement, developer, toner waste units, or any items that need to be maintained by a service technician are to be included and considered part of full service maintenance plans.

3.16 Rentals, Leases

Rentals are limited to a maximum of six (6) months.

Service and maintenance plans for leased devices may not be financed as part of the lease; rather they must appear as separate line items on vendor quotations and invoices.

Leases (including short term rentals) are subject to all the terms and conditions listed at Section 9 ("Leasing Terms") of this Participating Addendum. The Commonwealth expressly acknowledges that its lease of any products is expressly conditioned upon full acceptance of these terms.

3.17 Supplies

3.17.1 Remanufactured Supplies

In compliance with Executive Order 515, Contractors must promote remanufactured supplies when they are available for the Customer's device.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for Statewide Contract ITC66

Page 9 of 13

3.17.2 Startup Supplies

Contractors are required to provide startup supplies upon delivery of copiers, facsimile machines, and digital duplicators unless otherwise requested in writing by the Customer. Contractor price quotes must clearly identify the cost of the machine(s) with, and without, startup supplies.

Copiers and Facsimile Machines must include:

- 1 developer, if applicable
- 5,000 staples for copiers
- black toners for BW machines
- 1 each color toners for color machines

Digital Duplicators must include:

- Five master rolls
- Five Black ink
- One Standard Spot Color, if applicable. Standard Spot color to be determined by the Customer order.

4 PRIMARY CONTACTS

The primary contact individuals for this participating addendum are as follows (or their named successors):

Ricoh Contract Administrator

Name	Bart Lemmon
Address	70 Valley Stream Parkway, Malvern, PA 19355
Telephone	425-255-0730
Fax	425-228-2115
E-mail	Bart.lemmon@ricoh-usa.com

Ricoh Area Manager

Name	Mike Pallotta
Address	5 Dedrick Place, West Caldwell, NJ 07006
Telephone	978-621-1276
Fax	
E-mail	Mike.Pallotta@ricoh-usa.com

Participating Entity

Name	Anthony Delaney
Address	1 Ashburton Place, OSD RM-1017, Boston, MA 02108

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for Statewide Contract ITC66

Page 10 of 13

Telephone	617-720-3118
Fax	617-727-4597
E-mail	anthony.delaney@state.ma.us

5 SUBCONTRACTORS

All Contractor dealers and resellers authorized in the Commonwealth of Massachusetts, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales support and service support to Commonwealth Eligible Entities. Only the Contractor named above and in the COMMBUYS record of this Statewide Contract may issue invoices or receive payments from Commonwealth Eligible Entities.

6 PURCHASE ORDER INSTRUCTIONS

All orders should contain the following (1) Mandatory Language "PO is subject to Statewide Contract ITC66 and NASPO ValuePoint Contract # 3091" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, (4) the quantity make, model and configuration of any equipment being purchased, leased or rented, and (5) if leasing, the Equipment Confirmation Form stating the lease term (in months) , the type of lease (, Operational, or Tax Exempt Lease Purchase) and monthly payment. Purchase orders and payments may be made only to the Contractor identified above and on COMMBUYS.

7 PRICE AGREEMENT NUMBER

All purchase orders issued by Eligible Entities within the jurisdiction of this Participating Addendum should include the Participating State contract number: ITC66 and the Lead State price agreement number: 3091.

8 INDIVIDUAL CUSTOMER

Each Eligible Entity, as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each Eligible Entity will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Eligible Entity will be responsible for their own charges, fees, and liabilities. Each Eligible Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

9 LEASING TERMS

- a) The terms and condition of this Section 9 apply to all leases (including rentals) between Contractor and Customers. Each order submitted by a Customer represents an individual lease agreement, that is separate from and independent of any other orders submitted to Contractor. The termination or expiration of a lease shall have no effect on any other lease or other order in place. In the event that the

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for Statewide Contract ITC66

Page 11 of 13

Statewide Contract expires or terminates prior to the expiration or termination of a lease agreement then in effect, the lease agreement will continue for the remainder of its term and remain subject to the terms and conditions of the Statewide Contract.

- b) Rental agreements shall proceed on a month-to-month basis and may be terminated without penalty as long as the Customer has given Contractor at least thirty (30) days' written notice in advance of the termination date. LEASES FOR A FIXED TERM MAY ONLY BE CANCELLED (i) FOR A MATERIAL BREACH OF LEASE BY RICOH THAT IS NOT CURED WITHIN THIRTY (30) DAYS OF NOTICE FROM CUSTOMER; (ii) FOR NON-APPROPRIATION AS PROVIDED BELOW; OR (iii) WITHOUT CAUSE, PROVIDED CUSTOMER HAS FIRST PAID A TERMINATION CHARGE EQUAL TO THE REMAINING BALANCE OF LEASE PAYMENTS ON THE EQUIPMENT. Notwithstanding the foregoing, a lease and any remaining payment obligation under the lease may be cancelled for non appropriation of funds if, and only if: (i) the Customer's governing body fails to appropriate sufficient monies for the succeeding fiscal period during; (ii) the Customer has given the Contractor notice of the non-appropriation along with official documentation, such as an authenticated resolution or board minutes, demonstrating the non-appropriation; and (iii) the Customer makes equipment available for pickup by Ricoh in the condition required under Section 9.d below.
- c) Customer's execution of the final approval section of the ITC66 Equipment Confirmation Form (Exhibit 1), or Customer's provision to Contractor of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement; however, if Customer has not, within ten (10) days after delivery of the Equipment, delivered to Contractor written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment.
- d) Customer is responsible for all theft, destruction or damage of any kind, from any source (other than from the negligence of Contractor personnel), that occurs to the leased equipment from the date of delivery and acceptance by the Customer until the date that the equipment is returned to Contractor. If any theft or damage occurs to leased equipment, the Customer will promptly notify Contractor of the damage and, at Contractor's option, fully repair the damaged equipment, or, in the case of destroyed, lost or stolen equipment, pay to Contractor an amount equal to (i) all past due payments under the lease with respect to said equipment, plus (ii) all remaining payments due under the lease with respect to said equipment, plus (iii) the anticipated value of said equipment at the end of the lease term as reasonably determined by Contractor.

For public instrumentalities of the Commonwealth, risk of loss of the leased equipment rests with Contractor; provided, however, Customer shall be liable for the leased equipment after Customer's

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT

Ricoh USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for Statewide Contract ITC66

Page 12 of 13

acceptance and Customer is responsible for self-insurance coverage to cover losses, in each case, to the extent permitted by M.G.L. c. 258, M.G.L. c. 29, § 30, and M.G.L. c. 7A, § 16.

For Eligible Entities other than public instrumentalities of the Commonwealth, risk of loss of the leased equipment rests with Contractor until Customer's acceptance, at which time risk of loss passes to Customer as provided for in the Master Agreement Section 11.a., ("Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations.")

- e) Upon lease expiration, Customer will make leased equipment available for pickup and return by Contractor.
- f) Contractor is the owner of the leased equipment. Customer will keep the leased equipment free of all liens and encumbrances. Customer may not assign or sublet its rights under any lease to a non-state agency, nor may it modify or relocate leased equipment to a non-state agency without Contractor's prior written consent.
- g) Contractor warrants that all leased equipment will function in accordance with the limited warranty set forth at Section 29 of the Master Agreement and that such equipment is subject to Section 3.4.11.2 of the WSCA-NASPO Nevada RFP 3091. RICOH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED EQUIPMENT INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer acknowledges that the hard drive(s) and/or other components on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that Contractor is not storing Data on behalf of Customer, and that Customer is solely and exclusively responsible for the privacy, security, accuracy and integrity of such Data. Without limiting the foregoing, Customer should, prior to return or other disposition of the Equipment utilize 3-pass overwrite of data which is available at no additional charge under the Agreement or, if Customer has higher security requirements, Customer is responsible for ensuring those requirements are met.
- h) UNDER NO CIRCUMSTANCES WILL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES IN RELATION TO ANY LEASE.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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. The terms and

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
RicoH USA
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State" or the "Commonwealth")

Hereby forming the basis for Statewide Contract ITC66

Page 13 of 13

conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: <i>Massachusetts</i>	Contractor: RicoH USA
By: <i>Kathleen Reilly</i>	By: <i>Tom Brown</i>
Name: Kathleen Reilly	Name: Tom Brown
Title: Deputy State Purchasing Agent	Title: VP Government & Higher Education
Date: <i>1/12/17</i>	Date: 1/04/17

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION	
Name	Shannon Berry, , Cooperative Development Coordinator
Telephone	775-720-3404
E-mail	SBerry@NASPOValuePoint.org

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

