

**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, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

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

Ricoh Remanufactured products are also available.

The Master Agreement Order of Precedence shall apply. If exhibits are negotiated and included in the PA, the exhibits, the PA, and the Master Agreement shall be read together where they are consistent. If the exhibits are inconsistent with the PA or Master Agreement then the order of precedence shall be:

1. Participating Addendum and consistent Exhibits
2. Master Agreement
3. Inconsistent Exhibits

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) (collectively, "Eligible Customers") authorized by an individual state's statutes to use **state/entity** 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.

3. **Participating State Modifications or Additions to Master Agreement:**

The parties agree that Section 14.b of the Master Agreement is modified with the following:

- a.) At the beginning of the paragraph insert "For Ricoh manufactured Products" before "The Contractor shall defend, indemnify..."
- b.) The parties agree that Section 14.b.2. of the Master Agreement is changed with the following:
 1. Sentence three (3), is replaced with the following: "Otherwise, the Contractor shall have control over the defense and settlement of it subject to the Nebraska Attorney General's statutory authority to represent the State's interests."
 2. In sentence four (4) after "However," the following is inserted: "regarding the settlement of such claim".

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3. Sentences six (6) and seven (7) are replaced 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. If Contractor determines that none of these alternatives is reasonably available, Indemnified Party agrees to return the Product to Contractor on its written request.
4. To the extent permitted by law, this is Contractor's entire obligation to Indemnified Party regarding any claim of infringement.

A. **CONTRACT PERIOD:** March 01, 2017 through December 31, 2019

B. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT /
NONDISCRIMINATION**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Participating Addendum.

C. **INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been reasonably approved by the Participating State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the Participating State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the Participating State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly

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to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the Participating State in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the Participating State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract and the amounts of such insurance shall not be less than limits stated hereinafter. In the case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide insurance for all of the Subcontractor's employees to be engaged in such work as required herein.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the Participating State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the Participating State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	

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Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$2,000,000
Includes Non-Owned Disposal Sites	
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. EVIDENCE OF COVERAGE

The Contractor must furnish the Participating State a certificate of insurance coverage complying with the above requirements to the attention of the Buyer. The Certificate Holder information should read as follows:

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the Participating State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

D. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the Participating State. News releases pertaining to the project shall not be issued without prior written approval from the Participating State.

E. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations which shall be provided to Contractor in advance while on Participating State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the Participating State, it must make arrangements with the Participating State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the Participating State on the basis of lack of access, unless the Participating State fails to provide access as agreed to between the Participating State and the Contractor.

F. EARLY TERMINATION

The contract may be terminated as follows.

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1. The Participating State and the Contractor, by mutual written agreement, may terminate this Addendum at any time.
2. The Participating State, in its sole discretion, may terminate this contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Upon such termination Participating State may also terminate any or all Orders. Such termination shall not relieve the Contractor of warranty obligations that extend beyond the expiration of the Order incurred under the terms of this contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The Participating State may terminate the contract immediately for the following reasons:
 - i. if directed to do so by statute;
 - ii. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - iii. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - iv. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - v. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - vi. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - vii. Contractor intentionally discloses confidential information;
 - viii. Contractor has or announces it will discontinue support of the deliverable;
 - ix. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - x. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

Each Eligible Customer, in its sole discretion, may terminate any or all of its Orders (but not lease agreements) for products or services then in effect upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty that extend beyond the expiration of the Order incurred under the terms of this contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided. The Eligible Customer may also terminate any or all of its Orders (but not lease agreements) immediately per sub-paragraph 3(i) through (x).

G. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The Participating State may terminate the contract, in whole or in part, in the event funding is no longer available. The Participating State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the Participating State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The Participating State will give the Contractor written notice thirty (30) calendar days prior to the

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effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the Participating State to make payments after the termination date will cease and all interest of the Participating State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the Participating State.

I. PAYMENT

Participating State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the Participating State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The Participating State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the Participating State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

J. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the Participating State, and no action by the Participating State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the Participating State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the Participating State as an amendment to the contract.

K. TAXES

The Participating State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

M. INDEMNIFICATION

1. Personnel

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

2. Self-Insurance

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review

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by the State Claims Board. The Participating State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the Participating State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

O. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, a high level summary of which should be provided to the Participating State upon request.

P. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the Participating State.

Q. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

R. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the Participating State. Terms and conditions of the Contract must be accepted by political sub-divisions. Under no circumstances shall the Participating State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

S. REPORTS

The Contractor shall also provide to the State of Nebraska participating agency quarterly utilization reports containing information as set forth in the Master Agreement, which at a minimum, shall include the following information pertaining to State of Nebraska Utilization:

1. Purchase order number;
2. Description;
3. Quantity; and
4. Price

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These reports will be provided in Excel format as prescribed in the Master Agreement and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

T. ADMINISTRATIVE FEE /REBATE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State of Nebraska for an amount equal to one-quarter of one percent (.25%) of the net sales and service fees (net of any returns, credits, or adjustments under this Addendum) for the quarterly period. The Contractor's NASPO ValuePoint pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

<u>Period End</u>	<u>Fee Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide an Administrative Fee report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

U. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

4. Leases: Customers which are State agencies may only purchase products, and may not lease products. Eligible Customers may lease pursuant to the terms and conditions of Ricoh USA, Inc lease terms included in Master Price Agreement #3901, at their own discretion. Notwithstanding anything to the contrary in this contract, in the event of a conflict between the terms and conditions of the lease agreement and the terms and conditions of this contract, the terms of the lease agreement will supersede and control. Each lease entered into prior to the expiration or termination of this contract shall survive such expiration *or* termination, and each lease shall be non-cancellable except to the extent provided pursuant to the terms and conditions of the lease agreement.

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

Contractor

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Name	Ricoh USA, Todd Marron, NASPO ValuePoint National Contract Manager
Address	70 Valley Stream Parkway, Malvern, PA 91355
Telephone	425-255-0730
Fax	425-228-2115
E-mail	todd.marron@ricoh-usa.com

Participating Entity

Name	State of Nebraska – Teresa Fleming
Address	1526 K Street, Suite 130
Telephone	402-471-6500
Fax	402-471-2089
E-mail	Teresa.Fleming@Nebraska.gov

6. Authorized Dealers:

All Ricoh dealers and resellers authorized in the State of Nebraska, as shown on the dedicated Contractor (cooperative contract) website (Authorized Service Provider), are accept Orders from Participating State or Eligible Customers under the Master Agreement and this contract and, with respect to all Orders accepted by an Authorized Dealer, shall have all of the rights and obligations of "Contractor" under the Master Agreement and this contract. In the event of disputes between an Authorized Dealer and Participating State or an Eligible Customer. Contractor shall investigate and shall use commercially reasonable efforts to resolve the dispute.

7. 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 Participating State or Eligible Customers agree on additional in-scope specification regarding the provision of specific goods or services, which do not modify or purport to modify the Master Contract, PA, and included exhibits, specifications may be documented on the PO, or other transaction document such as a Statement of Work, signed by both parties.

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract resulting from RFP #3091 and Contract No. 75931 O4, (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount (4) 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.

For Ricoh USA, Inc. Orders:

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

8. Ricoh / NASPO ValuePoint Master Maintenance & Sale Agreement:

Notwithstanding anything to the contrary in the Master Agreement and subject to the Order of Precedence, Participating State and Eligible Customers are subject to "Ricoh NASPO ValuePoint 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.

9. Meter Collection Methods:

As part of its Services, Contractor may, at its discretion 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.

10. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision 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 agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision 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.

This Participating Addendum and the Master 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 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 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.

11. Service Level Agreement (SLA):

The SLA attached as Exhibit A State of Nebraska SLA to this Participating Addendum shall apply to Services provided by Contractor's Authorized Dealers. The Service Level Agreement (SLA) set forth as Exhibit B Ricoh Model SLA provides additional service level goals.

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

Participating State: State of Nebraska	Contractor: Ricoh USA, Inc
By: 	By: 
Name:	Name: Tom Brown
Title:	Title: VP Government & Higher Education
Date: 8/10/17	Date: 2/27/17

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@NASPOValuePoint.org to support documentation of participation and posting in appropriate data bases]

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1. Scope:

This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

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Group E – Digital Duplicators

Ricoh Remanufactured products are also available.

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/entity** 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.

- a. **Contract Term:** This Contract shall be effective upon and subject to Board of Examiners' approval (anticipated to be July 14, 2015) to December 31, 2019, unless sooner terminated by either party.
- b. **Consideration:** The parties agree that Contractor will provide the services as specified in the WSCA Master Agreement led by the State of Nevada. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the specific agency agreement. Total contract amount, for State agencies, shall **not exceed \$6,000,000.00**. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the Lease Agreement.

3. Participating State Modifications or Additions to Master Agreement:

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(hereinafter "Contractor")

And

State of Nevada
(hereinafter "Participating State")

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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.

4. Leases

- a. All leases entered into by the State of Nevada or its using agencies must be approved by the Chief of the Division of Purchasing of the Department of Administration, or his designee, as required by NRS 333.150. Any lease entered into pursuant to this Participating Addendum by the State, its using agencies, or any "state agency" as defined by NRS 353.540, must meet the following requirements:
 - 1) The continuation of any Lease beyond the current biennium will be subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate any such Lease, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the State or agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
 - 2) The lease shall not contain a balloon payment at the end of the lease term that the State or its agency is obligated to pay. This does not preclude an option to purchase the equipment at the sole discretion of the State or its agency.
 - 3) The lease shall not contain charges for early termination of the lease, except as allowed under Section 5.4.2.3 of Request for Proposal #3091 and agreed to in the purchase order or lease agreement. In the event that the term of a lease extends beyond the term of the MSA, the terms and conditions of the MSA shall continue to apply unless the parties specifically agree to the contrary in the lease, or a written, duly executed amendment to the lease.
 - 4) Only the approved State of Nevada Lease document may be utilized, as set forth as Exhibit A – State of Nevada Agreement for Lease of Equipment.

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- b. Political Subdivisions – Political Subdivisions May utilize the State leasing document or may enter into Equipment leases subject to the Terms and Conditions of the Ricoh Lease Agreement, unless otherwise agreed to. To initiate a lease, Political Subdivision Customers may issue a Purchase Order ["PO"] and reference the type of lease (FMV, Operational, or Capital Lease) on the PO or may simply sign the Ricoh Lease Agreement. Notwithstanding anything to the contrary in this PA, in the event of a conflict between an executed Lease Agreement and the Master Agreement, the terms of the Lease Agreement will supersede and control. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.
- c. Lease Renewals: FMV & Operational leases are subject to automatic price reductions at time of lease renewal. 30 days prior to lease expiration, Customers will provide written notice of intent to enter into a lease renewal. Price reduction in equipment payment are as follows (a) twelve (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.
- d. 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.
- e. Contractor may sell and assign, solely for financing purposes, its 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; and (iii) all rights and remedies under this PA and the applicable Lease Agreement with respect to the Products, such payments and other amounts due, but none of Contractor's obligations under this PA, the Lease Agreements, the Master Agreement or related documents may be

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sold or assigned. Any such assignment does not excuse Contractor from bearing any obligation, term and condition as outlined under the WSCA-NASPO Master Agreement.

5. Primary Contacts:

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

Contractor

Name	Ricoh USA, Bart Lemmon, WSCA-NASPO National Contract Manager
Address	70 Valley Stream Parkway, Malvern, PA 91355
Telephone	425-255-0730
Fax	425-228-2115
E-mail	bart.lemmon@ricoh-usa.com

Local Contact for Billing and Customer support

Name	Bill Finke
Address	1500 N Renaissance NE, Albuquerque, MN 87107
Telephone	505-681-1728
Fax	505-345-6939
E-mail	Bill.finke@ricoh-usa.com

Participating Entity

Name	Shannon Berry, Assistant Chief Procurement Officer
Address	515 E Musser St, Ste. 300, Carson City NV 89701
Telephone	775-684-0171
Fax	775-684-0188
E-mail	sberry@admin.nv.gov

6. Subcontractors:

All Ricoh USA, Inc. dealers and resellers authorized in the State of Nevada, as shown on the dedicated **Ricoh USA, Inc.** (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The **Ricoh USA, Inc.** 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

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Service Provider and all references in the Lease Agreement to Ricoh USA, Inc. shall be deemed to refer to such Authorized Service Provider.

7. 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 Customer and Contractor agree on additional terms, the terms will be documented on the Customer PO, or other transaction document such as a Statement of Work, signed by both parties.

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract resulting from RFP # 3091 and 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 such billing issue. Invoices that require update due to information being received incorrectly or late from the Customer, 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 USA, Inc.** (cooperative contract) website or, in the case of lease payments, to the address listed on the invoice.

8. Additional Service Level Agreement Commitments:

The Service Level Agreement (SLA) set forth as Exhibit B provides additional service level goals.

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9. WSCA Master Maintenance & Sale Agreement:

Buyers are subject to "Ricoh WSCA 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 C that conflicts with either the WSCA-NASPO Master Agreement 3091 or this Participating Addendum is null and void.

10. Meter Collection Methods:

As part of its Services, Contractor may, at the Customer and Contractor's discretion 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.

11. MAINTENANCE SERVICES FOR KODAK NEXPRESS PRODUCTS:

Kodak is a Ricoh subcontractor and thus Ricoh is responsible for Kodak Service as the Contract holder. In order to receive Nexpress Service, Buyers must execute a Kodak Maintenance Agreement, as submitted in the Ricoh Bid response, directly with Kodak for service on Nexpress products and Kodak is solely responsible for such service.

12. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **3091** and the Lead State price agreement number: 3091.

13. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision 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 agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to

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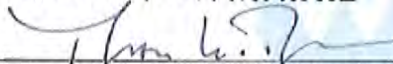
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recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master 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 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 unless accepted by signature of both Customer and Contractor as stated in Section 7 of this PA. The terms and 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 all parties below.

	5/19/15	VP, Government & Higher Education
Independent Contractor's Signature	Date	Independent Contractor's Title

	5-19-15	Administrator, Purchasing Division
Greg Smith	Date	Title

 Signature - Board of Examiners	APPROVED BY BOARD OF EXAMINERS
	On: <u>7-7-15</u> Date

Approved as to form by:

 Deputy Attorney General for Attorney General	On: <u>20 July 15</u> Date
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If you have questions about this Participating Addendum or the participation process, please contact:

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.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]

WSCA-NASPO
COOPERATIVE PURCHASING
ORGANIZATION

**STATE OF NEVADA
AGREEMENT FOR LEASE OF EQUIPMENT**

A Contract Between the State of Nevada
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF LEASING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF LESSOR)

WHEREAS, NRS 333.150 authorizes the Chief of the Purchasing Division to approve the rental or lease of equipment by using agencies; and

WHEREAS, The State of Nevada and its Using Agencies are authorized to lease under the above referenced WSCA-NASPO Master Agreement and the State's Participating Addendum; and

WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. LEASE TERM. This Agreement shall be effective from _____ to _____, unless sooner terminated by either party as set forth in this Agreement in paragraph 7.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Lease Term" means the term of the Agreement set forth in Section 1. "Leased Equipment" means the equipment described in Attachment A and any equipment replaced by Lessor during the term of this Agreement. "Lessor" means a person or entity from whom the State has leased equipment under the terms and conditions set forth in this Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephonic facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above or such other address as the other party may have provided written notice of in accordance with this Section 3. For purposes of computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.

4. INCORPORATED DOCUMENTS. This Agreement incorporates the following attachments in descending order of constructive precedence; a Lessor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Agreement:

ATTACHMENT A: SCHEDULE OF LEASED EQUIPMENT AND LEASE PAYMENT

5. CONSIDERATION (RENT). The parties agree that for the Lease Term set forth in Section 1 above, Lessor leases to the State the equipment described in Attachment A, for the lease payments set forth in Attachment A, with the total Agreement or installments not to exceed \$ _____, excluding meter charges and late fees. Lessor's Service obligations on the Leased Equipment shall conform to the terms of the WSCA-NASPO Master Agreement and the State's Participating Addendum. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may be required.

6. POSSESSION AND RETURN OF LEASED EQUIPMENT. The State shall have possession of the Equipment for the Term set forth in Section 1, above, unless this Agreement is earlier terminated in accordance with Section 7, below.

Exhibit A

Lessor covenants that it has good title to the Leased Equipment. At the expiration of the term of this Agreement, the State shall make the Leased Equipment available to Lessor for pickup at the State's premises. If the State is not in breach of this Agreement, all costs of removing and transporting the Equipment at the expiration of the Lease Term shall be the responsibility of Lessor. Risk of loss of the equipment rests with Lessor until the Leased Equipment is delivered to the State's designated location and delivery is accepted by the State.

7. TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties.

b. Termination With Penalty. Leases may be bought out and all Leased Equipment returned to Lessor, although fair market value leases, operational leases, non-cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments for leases and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less, for service and maintenance charges.

c. State Termination for Nonappropriation. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective immediately upon service of written notice (or any subsequent date specified therein) if for any reason the Leasing Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

d. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice to other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement. Notice of Termination for Breach or Default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination. Termination by Lessor due to the Leasing Agency's material breach or default will be subject to a termination charge, which may not exceed the balance of lease payments for leases and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less, for service and maintenance charges.

8. INSURANCE. Lessor shall procure, maintain and keep in force for the duration of this Agreement insurance conforming to the requirements of the WSCA-NASPO Master Agreement and the State's Participating Addendum to the Master Agreement, naming the State of Nevada as additional insured on any general liability policies by specific endorsement, or by a blanket additional insured endorsement. At Lessor's request, the State of Nevada shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in State's possession by the State's program of self-insurance or a policy of property insurance from a qualified insurer.

9. WARRANTY AND MAINTENANCE OF EQUIPMENT. All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the State all manufacturer's warranties on the Leased Equipment, which shall be not less than a full three months warranty. Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term.

10. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Agreement.

11. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

12. AGREEMENT AND MODIFICATION. This Agreement is made pursuant to the WSCA-NASPO Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Nevada and Lessor, the terms of which are incorporated herein by reference. Except as to the term of this Agreement or the schedule of lease payments, any amendments to the WSCA-NASPO Master Agreement or the State's Participating

Exhibit A

Addendum shall apply to this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Lessor's Signature (Vendor)

Date

Lessor's Title

Leasing Agency Signature

Date

Title

Shannon Berry

Date

Assistant Chief Procurement Officer, Purchasing Division
Title

Exhibit B

RICOH, USA Inc. SERVICE LEVEL AGREEMENT (SLA)

1. Buyer Level SLA

1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Buyer with a defined replacement process for equipment performing below expectations. This SLA does not implicate or involve lease related invoicing rather it involves equipment performance and maintenance issues.

1.2 Buyer Service Level Agreement

Contractor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	96% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Contractor and the State.

1.3 Calculation of Service Level Points

Once per quarter, upon written request by the Buyer, Contractor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Uptime	98% or Higher	97.9% - 96%	95.9% - 94%	94.9% - 94%	93.9% or lower
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average On-Site Response Time (in Hours)	4 or Less	4.1 – 5	5.1 - 6	6.1 - 7	7.1 or more
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
First Time Fix	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
Possible Points	4	3	2	2	0

1.4 Penalty Level

The penalty shall be awarded to the Buyer as a credit or by check on the following period's service and supplies invoice.

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 – 10	9 – 7	6 - 4	3 – 1	0
Penalty/Award as a percentage of quarterly service and supplies billings	0%	-2.5%	-3.0%	-3.5%	-4.0%

1.5 Equipment Performance

Contractor guarantees that each machine specified within any maintenance agreement, for units within the Urban service area, will average the monthly uptime as measured on a quarterly basis by product segment listed below.

Group	Devices	Segments	Quarterly Uptime
A	Copiers Black & White	All	96%
B	Copiers Color	All	96%
C	Wide Format Devices	All	96%
D	Printers (Color and Black & White)	All	96%
E	Digital Duplicators	All	96%

If any unit fails to maintain this level of performance for the monthly uptime, excluding service calls caused by operator error, provided Contractor has been given a ninety (90) day cure period, that unit will be subject to replacement at the Buyer's discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, Contractor will be allowed ninety (90) days to remedy any quality or reliability issues. The 96% uptime requirement shall not apply to devices whose uptime depends, in large part, on the operator's efficiency in replacing operator replaceable components.

Should Contractor determine that it cannot maintain a unit of Equipment or an Accessory in good working order, Contractor shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment (a "replacement unit") and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

The replacement unit will be in "as new" condition, both in operation and appearance. In addition, all warranties and maintenance coverage that applied to the removed unit will also apply to the permanent replacement equipment.

A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by The Ricoh WSCA Master Maintenance & Sale Agreement. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

1.6 Additional Vendor Obligations

1.6.1 Training – On-going training as requested by the Buyer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support.

To aid Buyer after the training session, Contractor will provide a manual for every device for reference purposes. In addition, Contractor will offer

Quick Reference Guides and 24-hour toll-free end-user technical support for everyday minor troubleshooting.

1.6.2 **Loaner Unit/Backup Production** – If any unit is inoperable due to equipment malfunction for a period in excess of 72 hours, as determined solely by Contractor, Contractor shall provide the Buyer with either:

- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
- ii) Provide the Buyer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Contractor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

1.6.3 **Invoicing – Contractor** shall maintain timely, accurate invoicing, less service run impressions, as defined below. The assigned copy machine operators, back-up personnel, and office personnel shall respond in a timely manner to the Contractor's e-mails, facsimiles, and phone calls in providing the readings. Receiving meters from Buyer is a necessary step in the process of generating a complete and accurate invoice. Invoices that are generated without receiving the proper meter read information, due to the Buyer's failure to provide such meter by the last day of the month, are not considered inaccurate. Failure on the Contractor's part to maintain the Service levels as defined in the table below shall result in a \$50.00 per instance credit on the following invoice, provided Buyer has provided written notice of any such alleged invoicing problem and Contractor has been allowed a 30 day cure period after such notice to address any such issue.

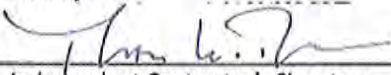
Measurable	Service Level
Timely Invoicing	Maintenance invoices will be submitted no later than the 25 th of the month immediately following the close of a billing period.
Accurate Invoicing	Maintenance invoices do not require any credits for miss-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

2. Reporting and Billing

2.1 **Timely Reporting** – Contractor shall produce reporting for the Participating State within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 30 day period.

- 2.2 **Timely Payment of Administrative Fees** – Contractor shall produce payment for any State Specific Administrative Fee within 60 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 60 day period.
- 2.3 **Accuracy of Reporting** – The State may request, at any point, proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's reasonable satisfaction; the State may require an audit by a third party whereby the Contractor will provide supporting documentation to allow such third party to confirm the accuracy of the reporting. If errors are found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any administrative fee errors provided, however, the Contractor shall not be required to reimburse the Buyer for any cost of the auditor to the extent such cost exceeds the amount of the administrative fee error.
- 2.4 **Accuracy of Billing** – The State may request, at any point, proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's reasonable satisfaction; the State may require an audit by a third party whereby the Contractor will provide supporting documentation to allow such third party to confirm the accuracy of the reporting. If errors are found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any billing errors provided, however, the Contractor shall not be required to reimburse the Buyer for any cost of the auditor to the extent such cost exceeds the amount of the billing fee error.
- 2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement, shall be payable to the State.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.


Independent Contractor's Signature

5/19/15
Date

VP, Government & Higher Education
Independent Contractor's Title

 5/19/15
Shannon Berry
Date

Assistant Chief Procurement Officer,
Purchasing Division
Title

MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION			
Legal Name			
Bill To Address			
City	State	Zip Code	

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") identified on an Order (defined below) entered into pursuant to WSCA Contract #3091 hereunder and/or provide the services identified on an Order ("Services") entered into hereunder to Customer (defined above) from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order Form (each an "Order") placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

The following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing WSCA Contract #3091, Applicable State Participating Amendment, and this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such Order. Ricoh will not be responsible to provide Services for equipment, in the event the term or locations are not identified on the Order accepted by Ricoh.

(b) Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Failure to permit Ricoh to repair or replace the Serviced Products shall result in a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. Except for hard drives on Customer-owned equipment, all parts removed due to replacement will become the property of Ricoh.

(c) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided for in this Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; and (xi) repairs of damage or increase in service time caused by force majeure events. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. Customer is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.

3. **Engineering Changes.** Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein will be made at Customer's request at Ricoh's applicable time and material rates then in effect.

4. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. At the expiration of the initial term should the customer wish to extend or renew the service agreement, and provided that Customer is not then in default. The contracted rate will be adjusted to Ricoh's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

5. **Early Termination.** Customer may terminate any Order under this Agreement prior to its maturity so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. As set forth in the WSCA Contract 3091, Section 5.4.2.3, termination charges of the Service contract will not exceed 4 times the monthly base or 25% of the remaining term whichever is less.

6. **Service Charges.** Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) the Toner Inclusive

Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to an Order, excluding taxes on the income of Ricoh. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

7. **Use Of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Product or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Product. If so terminated, Customer will be offered Service on a "Per Call" basis at Ricoh's then-prevailing time and material rates.

(b) If Ricoh determines that Customer has used more supplies than the manufacturer's recommended specifications as provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings.

(c) As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using 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. The meter count and other information collected by @Remote ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **@Remote cannot and does not collect Customer document content or user information.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to @Remote. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services; Ricoh reserves the right to assess a surcharge for manual meter reads in addition to the Service Charges.

8. **Basic Connectivity Services.** If any software, system support or related connectivity Services are specifically set forth on an Order and accepted by Ricoh, Ricoh shall provide any such Services at the Customer's location set forth in the Order, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such Services. Customer acknowledges that Ricoh's performance of any such Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

9. **IT Services and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh by executing and delivering to Ricoh an Order for acceptance and by executing a Statement of Work ("SOW") setting forth the specific services to be provided. The applicable Order applies to Ricoh IT Services or other professional services (the "ITS/PS Services"). Ricoh shall provide any such ITS/PS Services at the Customer's location(s) or on a remote basis as set forth in the SOW. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such ITS/PS Services. Customer acknowledges that Ricoh's performance of any such ITS/PS Services are dependent upon Customer's timely and effective performance of its responsibilities as set forth in the SOW. Estimated delivery and/or service schedules contained in any Order or SOW are non-binding estimates. Intellectual property rights, if any, arising from the ITS/PS Services provided under any SOW shall remain the property of Ricoh.

10. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

11. **Order, Delivery and Acceptance.** In order to purchase Products from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products or Services for which such information is not provided in an Order accepted by Ricoh. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Unless otherwise agreed upon by both parties in writing, signing the delivery and acceptance certificate constitutes Acceptance of the Product(s) and allows Ricoh to invoice for the Product(s). Orders shall not be cancelable by Customer following acceptance by

Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh's warranty is as set forth in the WSCA-NASPO MSA, Contract #3091 and Ricoh's response to the solicitation. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN AND THEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request.

EXCEPT AS EXPRESSLY SET FORTH IN THE WSCA-NASPO MSA, CONTRACT #3091 AND THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT, OR THE USE OR PERFORMANCE OF THE RICOH EQUIPMENT OR THE LOSS OF USE OF THE RICOH EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID OR PAYABLE TO RICOH DURING THE TERM OF THE LEASE OR AMOUNT OF THE PURCHASE, WHICHEVER IS APPLICABLE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. THE FOREGOING DOES NOT LIMIT RICOH'S LIABILITY IN TORT OR PRODUCT LIABILITY FOR DEATH, PERSONAL INJURY, OR LOSS OR DAMAGE TO TANGIBLE PROPERTY.

RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

14. **Data Management.** The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Serviced Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer.

CUSTOMER

By: _____
 Name: _____
 Title: _____
 Date: _____

RICOH USA, INC.

By: _____
 Name: _____
 Title: _____
 Date: _____