

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
88917 04

PAGE 1 of 2	ORDER DATE 01/06/20
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 2372552	
VENDOR ADDRESS: RICOH USA INC 70 VALLEY STREAM PKWY MALVERN PA 19355-1407	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JANUARY 06, 2020 THROUGH DECEMBER 31, 2021

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO Value Point Master Agreement 140602

Contract to supply and deliver Copiers and Managed Print Services to the State of Nebraska for the period of January 6, 2020 through December 31, 2021 per the terms, conditions and specifications of the "Request for Proposal".

(For State Agencies - State agencies are not allowed to purchase Copiers and Managed Print Services directly off this contract. Please contact the Copy Center 402-471-2912 to place an order for a copier, printer and devices.)

(For the File - This RFP and Contract are bid and awarded by the State of Colorado. All backup bids, etc. are retained by the State of Colorado, Purchasing Division.)

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

- Group A - MFD, A3
- Group B - MFD, A4
- Group C - Production Equipment
- Group D - Single-function Printers
- Group E - Large/Wide Format Equipment
- Group F - Scanners
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

Vendor Contact: Mike Stowell
Phone: 913-485-6852
Email: mike.stowell@ricoh-usa.com

(1/6/20 ml)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	COPIERS, PRINTERS AND RELATED DEVICES	3,000,000.0000	\$	1.0000	3,000,000.00

1/6/20
[Signature]
BUYER
MATERIEL ADMINISTRATOR
1/7/2020

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	MANAGED PRINT SERVICES	1,000,000.0000	\$	1.0000	1,000,000.00
3	COST PER CLICK	3,000,000.0000	\$	1.0000	3,000,000.00
Total Order					7,000,000.00



BUYER INITIALS

COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

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Master Agreement #: **140602**
Contractor: **RICOH USA, INC.**
Participating Entity: **STATE OF NEBRASKA**
Participating Entity Contract Number: **88917 04**

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

1. **Scope:** : This participating addendum (sometimes hereinafter referred to as “contract”) covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado for use by state agencies and other entities located in the Participating State/Entity authorized by that state’s statutes to utilize state 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 – MFD, A3
Group B – MFD, A4
Group C – Production Equipment
Group D – Single-function Printers
Group E – Large/Wide Format Equipment
Group F – Scanners
Managed Print Services (MPS)
Supplies
Software
Accessories for Discontinued Base Units



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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 NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) (collectively, "Eligible Customers") authorized by an individual state's statutes to use State of Nebraska 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. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Todd Marron NASPO ValuePoint National Contract Manager
Address:	300 Eagleview Boulevard, Suite 200, Exton, PA 19341
Telephone:	541-508-7233
Email:	Todd.marron@ricoh-usa.com

Participating Entity

Name:	Nancy Storant
Address:	1526 K Street, Suite 130, Lincoln, NE 68508
Telephone:	402-471-0974
Email:	nancy.storant@nebraska.gov

4. **Participating Entity Modifications or Additions to The Master Agreement:** Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

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No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

The parties agree that the Master Agreement is modified with the following:

- a.) Section 4.4.2.ix.1 shall be changed as follows:
Shall be counted as One (1) click on Group A Devices
- b.) Section 4.4.2.ix.2 shall be changed as follows:
May be counted as one (1) click on Group C Devices
- c.) Section 4.4.3.b.i shall be changed as follows:
There will be no limits on end-user training at no additional cost to the State.
- d.) Section 4.4.3.b.i.5 shall be changed as follows:
Contractor shall offer additional on-site, one-hour training sessions at no cost to the State.
- e.) Section 4.4.3.iii.3 shall be changed as follows:
The Target Level for Average Uptime will be change to 98% or better.
- f.) Section 4.4.3.vii.1 shall be changed as follows:
The response time will be four (4) hours for Urban, Rural and Remote. The response time for the priority list will be two (2) hours.
- g.) Section 4.4.2.ix.2 shall be changed as follows:
There will be no charge to the State at all locations for this service
- h.) Section 4.9.5 shall be changed as follows:
There will be no charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. There will be no charge for expedited shipping.

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A. CONTRACT PERIOD: January 6, 2020 through December 31, 2021

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 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



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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	
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.

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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.

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.

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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 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

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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 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

5. 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 #140602, 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.

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



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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 #140602 and Contract No. 88917 04, (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:
Ricoh USA, Inc. 300 Eagleview Boulevard, Suite 200 Exton, PA 19341	Ricoh USA, Inc. Box 100345 Pasadena, CA 91189-0345	Address listed on invoice

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

8. 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.

9. 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

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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 140602 (administered by the State of Colorado) 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.



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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: Douglas D Carlson	Name: Steve Bissey
Title: <i>Mutual Administrator</i>	Title: Director, State & Local Government
Date: 1/20/2020	Date: 01/02/20

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

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Ted Fosket, Cooperative Development Coordinator
Telephone	907-723-3360
E-mail	tfosket@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]