

**PARTICIPATING ADDENDUM**  
**NASPO Value Point**  
**COPIERS & MANAGED PRINT SERVICES**  
**Administered by the State of Colorado (hereinafter “Lead State”)**

MASTER AGREEMENT  
Ricoh USA, Inc.  
Colorado RFP # NP-18-001, Master Agreement # 140602  
(hereinafter “Contractor”)

And

Commonwealth of Massachusetts  
(hereinafter “Participating State”)

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

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**1 SCOPE**

This addendum covers the NASPO Value Point Copiers & Managed Print Services Contract lead by the State of Colorado for use by state agencies and other entities located in the Commonwealth of Massachusetts authorized by that state’s statutes to utilize Commonwealth Statewide Contracts with the prior approval of the state’s chief procurement official.

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

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

**This Participating Addendum does not include Managed Print Services.**

**2 PARTICIPATION**

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

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

- a. Cities, towns, districts, counties and other political subdivisions;
- b. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
- c. Independent public authorities, commissions and quasi-public agencies;
- d. Local public libraries, public school districts and charter schools;
- e. Public hospitals owned by the Commonwealth;
- f. Public institutions of higher education;
- g. Public purchasing cooperatives;

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- h. Non-profit, UFR-certified organizations that are doing business with the Commonwealth, and;
- i. Other entities when designated in writing by the State Purchasing Agent.

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

**3 PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT**

The following documents are incorporated into the resulting Contract as though fully set forth herein. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. The Commonwealth of Massachusetts Terms and Conditions (Attachment A), except as noted in the "Clarifications" section below, in which case the noted clarifications shall control notwithstanding anything to the contrary;
- B. The Commonwealth of Massachusetts Standard Contract Form (Attachment B);
- C. Instructions for Standard Contract Form (Attachment B.1);
- D. This Participating Addendum and its attachments;
- E. The executed Master Agreement;
- F. The Statement of Work;
- G. The executed Equipment Confirmation Form or Purchase Order

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

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

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

Title – Contractor shall retain all right, title and interest developed by it, i) for general business purposes, or for clients other than the Commonwealth and ii) for internal purposes and not yet delivered to any client,

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including all copyright, patent, trade secret, trademark and other intellectual property rights created by Contractor in connection with such work. The Commonwealth acknowledges that its possession, installation or use of Ricoh property or pre-existing third party intellectual property will not transfer to it any title to such property. Equipment or software that is leased, licensed or rented hereunder shall at all times remain the property of Contractor.

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

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

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

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

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**3.1 Statewide Contract Administration Fee and Quarterly Report**

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's Quote price and any Contractor's Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Statewide Contractor in payment of purchase orders or statements of work that are made pursuant to the Statewide Contract (the "Administration Fee").

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

**3.1.1 Quarterly Administration Fee Payment**

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

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

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

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

Please note that there is no charge to vendors to use ACH as OSD covers the nominal fee charged by the secure payment center for using the ACH payment method. OSD will NOT cover the convenience fee for selecting to pay by credit card. This is a fee the contractor is responsible for paying and is non-refundable; the fee is over and above the 1% Administration Fee and it is currently calculated at 2.35% of the 1% Administration Fee to be paid. The convenience fee is established by Statewide Contract PRF59A and therefore is subject to change during the term of the contract resulting from this bid. Prior

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to the due date for the Statewide Contractor's Administration Fee payment, the Statewide Contractor will receive an e-mail communication from OSD that includes all required information the Statewide Contractor must use to submit payments via the secure payment center. Electronically submitting your payment, which is comprised of the 1% administration fee of the total payments received by the Contractor from all Eligible Entities for the Quarter, will serve as the Statewide Contractor Administration Fee Report.

**3.1.2 Audit**

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

**3.1.3 Other Terms**

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

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

In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue any and all recourse and penalties available including, but not limited to, contract suspension and contract termination. The Commonwealth is allowed to suspend, terminate or debar pursuant to [Massachusetts General Laws Chapter 29, Section 29F](#), as amended, and pursuant to Section 4 of the [Commonwealth Terms and Conditions](#). In addition, in the event the Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

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**3.2 Quarterly Sales and SDP Report**

OSD has developed a centralized reporting process for collecting sales and SDP data. This data is used by OSD to measure contract progress and compliance from year-to-year. The data also assists with the development of new contracts and/or new categories of services under existing contracts. An Awarded Contractor must submit a Quarterly Sales and SDP Report to OSD each quarter. A report is due each quarter regardless of whether or not sales occurred during the quarter. Contractors are required to submit reports through the Commonwealth's Vendor Report Management System which is accessed online at <https://massosd.gob2g.com>. In the event the Commonwealth adopts an alternate reporting system Contractors will work with the Commonwealth in good faith to be able to utilize such system as directed by the ITC66 Contract Manager.

**3.2.1 Reporting Sales**

Contractors may report manually in the Vendor Report Management System website or may upload their report using a spreadsheet. It is advised to use the upload process for convenience. When reporting by spreadsheet Contractors must utilize the downloadable report template from the website. Contractors must fill in all requested columns in the report template. When a sales report is ready to submit the Contractor uploads their report using the "View/Add Sales Details" button and then select "Upload Sales Data." This will prompt the website to review and validate the report at which time you may receive "errors" or "alerts" on your report. An error will generally mean that there is an error in the report itself, such as missing information or a line total not matching the unit price and quantity, and these will require correcting before the website will accept the report. An alert will generally mean that a customer name is not recognized, and you will have the option of changing it or submitting it to the system with a request for a name exception. In most cases for an alert the Contractor should submit their customer names as-is and request an exception and OSD will reply to the Contractor if more information is needed. All reports require the following information:

- A. Purchasing Entity Name (must be specific and not a generic name i.e. "Commonwealth")
- B. Invoice Number
- C. Invoice Date (use "Short Date" format)
- D. Product/Service Description (be as descriptive as possible)
- E. Unit of Measure (i.e. "each" or "hour")
- F. Unit Price
- G. Quantity
- H. Line Total Purchase Amount (must equal Unit Price X Quantity)
- I. Manufacturer SKU Number
- J. Product Manufacturer
- K. Brand Name

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- L. Contract Category
- M. Number of Products Per Unit of Measure
- N. Laser Printer Toner
- O. Toner Cartridge Type
- P. Energy Star Certified
- Q. Type of EPEAT Registration
- R. % Recycled Content
- S. Lease/Engagement Start Date
- T. Lease/Engagement End Date

**3.2.2 Reporting SDP**

Contractors report their SDP spend by selecting the “View/Add Diverse Expenditures” button and searching for their partner/partners. Once you have added an SDP partner you will be able to add the amount spent with them in that quarter.

**3.2.3 Submitting the Report**

Once sales and SDP have been completed you must return to the “This Sales Report” page and click to “Submit Report” in order to finish.

**3.2.4 Report Schedule**

Quarterly Sales and SDP Reporting must be received by OSD on or before 45 days after the last day of the quarter (as specified below) or the Contractor will be in breach of contract. The Quarterly Sales and SDP Reporting periods are based on the Massachusetts fiscal year calendar.

**Quarterly Sales and SDP Reporting Schedule**

<b>Quarter</b>	<b>Period</b>	<b>Payment Due Date</b>
1	Jul 1 – Sep 30	November 15 <sup>th</sup>
2	Oct 1 – Dec 31	February 15 <sup>th</sup>
3	Jan 1 – Mar 31	May 15 <sup>th</sup>
4	Apr 1 – Jun 30	August 15 <sup>th</sup>

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

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**3.3 Attachment E - Supplier Diversity Program Plan Forms and Instructions**

Massachusetts [Executive Order 565](#) reaffirmed and expanded the Commonwealth’s policy to promote the award of state contracts in a manner that develops and strengthens diverse businesses. The Commonwealth’s [Supplier Diversity Program](#) (SDP) promotes the partnering of Awarded Statewide Contractors with [Supplier Diversity Office](#) (SDO) certified or recognized diverse business partners. All Bidders are required to make a meaningful financial commitment by partnering with one or more SDO certified or recognized business enterprises or non-profits. Bidders must identify their commitment in the form of a specific percentage of sales under the resulting contract which will be spent with an SDP partner/partners on a Massachusetts fiscal year basis. The percentage commitment will extend for the life of any resulting contract. Bidders will not be awarded unless they submit an acceptable SDP plan.

**3.3.1 Eligible SDP Partner Certifications**

The list below identifies the types of SDO certified business enterprises and non-profits that are eligible to be SDP partners. The Commonwealth reserves the right to amend this list at any time.

- Minority-Owned Business Enterprise (MBE)
- Minority Non-Profit Organizations (MNPO)
- Women-Owned Business Enterprise (WBE)
- Women Non-Profit Organization (WNPO)
- Veteran-Owned Business Enterprise (VBE)
- Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
- Disability-Owned Business Enterprise (DOBE)
- Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LBGTBE)

**3.4 Attachment F - Contractor Authorized Signatory (CASL) Form**

**3.5 Attachment G – Massachusetts Substitute W-9 Form**

**3.6 Attachment H - Authorization for Electronic Funds Transfer**

**3.7 Attachment I –Intentionally omitted**

**3.8 Attachment J - Intentionally omitted**

**3.9 Attachment K – Intentionally omitted**

**3.10 Attachment L – Equipment Confirmation Form**

An Equipment Confirmation Form must be utilized by Customer and Contractor when issuing a purchase order for equipment leases, or rentals. Customer must complete the final approval section of the Equipment Confirmation Form in order to signify acceptance. Section 9 of this PA describes in more detail the acceptance process in the case of leases or rentals. Eligible Entities may utilize the Equipment Confirmation Form to confirm acceptance of purchases of Equipment, Services and Supplies.



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**3.11 Attachment M** - Memorandum of Understanding for Logos

**3.12 COMMBUYS Market Center**

COMMBUYS is the official source of information for this contract and is publicly accessible at no charge at . Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A) are all components of the contract, as referenced in COMMBUYS, and are incorporated into the contract.

Vendors are solely responsible for obtaining all information distributed for this Contract via COMMBUYS.

It is Contractor's responsibility to check COMMBUYS for any amendments, addenda or modifications to this Contract.

**3.12.1 COMMBUYS Subscription**

A free COMMBUYS Seller subscription provides value-added features, including automated email notification associated with posting and modifications to COMMBUYS records.

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

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

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

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

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**3.13 Service and Supplies Contract Early Termination**

Early termination/acceleration charges are not allowed for the early termination of services and supplies contracts. Customer must provide 30 days written notice when terminating services and supplies contracts. The foregoing does not apply to leasing of equipment.

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

**3.14 Rentals, Leases**

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

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

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

**3.15 Supplies**

**3.15.1 Remanufactured Supplies**

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

**3.15.2 Startup Supplies**

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

Copiers and Facsimile Machines must include:

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

Digital Duplicators must include:

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

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**4 PRIMARY CONTACTS**

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

Participating Entity

Name:	Ashish Patel
Address:	1 Ashburton Place, OSD RM-1017, Boston, MA 02108
Telephone:	617-720-3190
Fax:	617-727-4597
Email:	<a href="mailto:ashish.s.patel@mass.gov">ashish.s.patel@mass.gov</a>

Contractor

Local SLG Manager	
Name:	Mike Pallotta
Address:	118 Rowley Hill Road, Sterling, MA 01564
Telephone:	978-621-1276
Fax:	978-422-9758
Email:	<a href="mailto:mike.pallotta@ricoh-usa.com">mike.pallotta@ricoh-usa.com</a>
Contract Administrator	
Name:	Todd Marron
Address:	PO Box 4670, Bend, OR 97707
Telephone:	541-508-7233
Email:	<a href="mailto:todd.marron@ricoh-usa.com">todd.marron@ricoh-usa.com</a>

**5 SUBCONTRACTORS**

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

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**6 PURCHASE ORDER INSTRUCTIONS**

All orders should contain the following (1) Mandatory Language "PO is subject to Statewide Contract ITC66 and NASPO ValuePoint Contract # 140602" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. (4) the quantity make, model and configuration of any equipment being purchased, leased or rented, and (5) if leasing, the Equipment Confirmation Form stating the lease term (in months) , the type of lease (Straight Lease, Fair Market Value (FMV) Lease or \$1 Buyout Lease) and monthly payment. Purchase Orders and payments may be made only to the Contractor identified above and on COMMBUYS.

**7 PRICE AGREEMENT NUMBER**

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum should include the Participating State contract number: ITC66 and the Lead State price agreement number: 140602.

**8 INDIVIDUAL CUSTOMER**

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

This Participating Addendum and the Master Agreement number 140602 (administered by the State of Colorado) together with its attachments and 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 attachments and exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its attachments and 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 attachments and exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

**9 LEASING TERMS**

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

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**COPIERS & MANAGED PRINT SERVICES**  
**Administered by the State of Colorado (hereinafter "Lead State")**

MASTER AGREEMENT  
Ricoh USA, Inc.  
Colorado RFP # NP-18-001, Master Agreement # 140602  
(hereinafter "Contractor")

And

Commonwealth of Massachusetts  
(hereinafter "Participating State")

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

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in effect, the lease agreement will continue for the remainder of its term and remain subject to the terms and conditions of the Statewide Contract.

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

For public instrumentalities of the Commonwealth, risk of loss of the leased equipment rests with Contractor; provided, however, Customer shall be liable for the leased equipment after Customer's acceptance and Customer is responsible for self- insurance coverage to cover losses, in each case, to the extent permitted by M.G.L. c. 258, M.G.L. c. 29, § 30, and M.G.L. c. 7A, § 16.

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For Eligible Entities other than public instrumentalities of the Commonwealth, risk of loss of the leased equipment rests with Contractor until Customer's acceptance, at which time risk of loss passes to Customer as provided for in the Master Agreement Section 4.10.2, ("Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to material defects, fraud and Contractor's warranty obligations.")

- e) Upon lease expiration, Customer will make leased equipment available for pickup and return by Contractor.
- f) Contractor is the owner of the leased equipment. Customer will keep the leased equipment free of all liens and encumbrances. Customer may not assign or sublet its rights under any lease to a non-state agency, nor may it modify or relocate leased equipment to a non-state agency without Contractor's prior written consent.
- g) Contractor warrants that all leased equipment will function in accordance with the limited warranty set forth at Section 4.11 of the Master Agreement.. RICOH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED EQUIPMENT INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer acknowledges that the hard drive(s) and/or other components on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that Contractor is not storing Data on behalf of Customer, and that Customer is solely and exclusively responsible for the privacy, security, accuracy and integrity of such Data. Without limiting the foregoing, Customer should, prior to return or other disposition of the Equipment utilize 3-pass overwrite of data which is available at no additional charge under the Agreement or, if Customer has higher security requirements, Customer is responsible for ensuring those requirements are met.
- h) UNDER NO CIRCUMSTANCES WILL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES IN RELATION TO ANY LEASE.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and 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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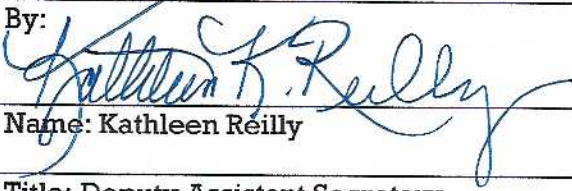
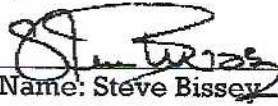
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: RicoH USA, INC.
By: 	By: 
Name: Kathleen Reilly	Name: Steve Bissey
Title: Deputy Assistant Secretary	Title: Director, State & Local Government
Date: 3/30/20	Date: 3/18/20

[Additional signatures as required by Participating State]

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

**NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION**

Name	Ted Fosket
Telephone	(907) 723-3360
E-mail	tfosket@naspovaluepoint.org

**[Fully executed PDF copy of this document should be emailed to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases]**