

**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" or "Vendor")

And

State of Delaware
Delaware Contract # GSSI5571-DIGITAL_PRESS
(hereinafter "Participating State")

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1. Scope: This Participating Addendum (or "PA") 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. Except as expressly modified by the terms hereof, this Participating Addendum is subject to and incorporates by reference the WSCA-NASPO Master Agreement Terms and Conditions entered into between Ricoh USA, Inc. and the State of Nevada dated December 5, 2014 pursuant to RFP #3901, as well as all applicable documents incorporated therein (including but not limited Ricoh's standard maintenance agreement terms and conditions) ("Lead Contract").

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.

3. Participating State Modifications or Additions to Master Agreement:

a. **EQUIPMENT**

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

Group B – Production Copiers
Group C – Wide Format Copiers
Group E – Digital Duplicators

Ricoh Remanufactured products are also available. In the event of a conflict between the terms and conditions of this PA and any Exhibit subject to this PA, the terms and conditions of the Exhibit prevail. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS PARTICIPATING ADDENDUM SHALL GOVERN AND FACILITATE THE STATE OF DELAWARE'S PURCHASE OF RICOH-MANUFACTURED EQUIPMENT AND MAINTENANCE SERVICES ONLY, RICOH SHALL HAVE NO OBLIGATION TO PROVIDE ANY OTHER PRODUCTS (INCLUDING THE LEASE OF RICOH OR NON-RICOH PRODUCTS) OR SERVICES TO THE STATE PURSUANT TO THIS PARTICIPATING ADDENDUM WITH THE EXCEPTION OF THOSE NON-RICOH PRODUCTS OR SERVICES THAT MAY BE INTEGRAL TO THE FULL AND COMPLETE OPERABILITY OF RICOH-MANUFACTURED EQUIPMENT.**

b. **MANDATORY INSURANCE REQUIREMENTS (29 Del. C. §6929)**

As a part of the contract requirements, the Contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Contractors must carry the following coverage depending on the type of service or product being delivered.

- 1) Commercial General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
And
- 2) Technology and Cyber Liability policy including Network Security and Privacy coverage in an amount not less than \$3,000,000.00 each and every claim and in the aggregate.

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And

- 3) Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

And

- 4) The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Vendor is an independent contractor and is not an employee of the State of Delaware

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

State of Delaware
Government Support Services
Contract # GSSI5571-DIGITAL-PRESS
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

Note: The State of Delaware shall not be named as an additional insured.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

c. **SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

d. **PERMITS AND LICENSES**

All necessary permits, licenses, and insurance policies, required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

e. **PATENTED DEVICES, MATERIAL AND PROCESSES**

- 1) The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner.
- 2) The Vendor shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in

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connection with the work agreed to be performed under this contract.

f. STATE OF DELAWARE BUSINESS LICENSE

Prior to commencing performance under this agreement, the Contractor or its Authorized Reseller(s) shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application, where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P. O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>.

Information regarding the State of Delaware's decision to enter into this participating addendum will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

g. EMERGENCY TERMINATION OF AGREEMENT

- 1) Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- 2) In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

h. INDEMNIFICATION

- 1) General Indemnification - The Contractor agrees that it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, for any death, injury, or damage to property arising from negligence or intentionally wrongful act(s) or omission(s) of the Contractor, its employees or subcontractors arising out of the Contractor's or its agents and employees' performance, work or services in connection with this PA.
- 2) Proprietary Rights Indemnification - The Contractor warrants that all Ricoh-manufactured goods sold pursuant to this PA, including all equipment, software, documentation, services and deliverables (collectively, "Products"), do not and to its knowledge will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware arising out of the claim that the Products or their use infringes any U. S. patent or U.S. copyright, The State of Delaware shall promptly notify the Contractor in writing and Contractor shall defend such claim, suit or action at Contractor's expense, and Contractor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation, costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful, provided however, Contractor's indemnification and defense obligations under this section shall be subject and limited by the exclusions set forth in Section 14.b of the Lead Contract except that the following provision shall, for the purposes of this PA, be amended and

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restated as follows: "If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall, to the extent permitted under law, have control over the defense and settlement of it.

- 3) If any Products (including methods) or other intellectual property used or furnished by the Vendor is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either.
 - a) Procure the right for the State of Delaware to continue using the Product(s);
 - b) Replace the Product with a non-infringing equivalent that satisfies all the requirements of the contract; OR
 - c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the Product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

i. **NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost.

j. **OPPORTUNITY BUYS**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

k. **I FOUND IT CHEAPER**

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf. The Director will afford any Vendor on an existing central contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

l. **REQUIRED REPORTS**

One of the primary goals in administering this contract is to keep accurate records regarding its actual

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value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment A) shall be furnished in an Excel format and submitted electronically, quarterly, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to vendorusage@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. This report shall include all sales through the Contractor's reseller/dealer network. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

m. DELAWARE ECONOMIC IMPACT

Each awarded Vendor shall provide an annual report of the economic impact of their operations in Delaware. This report shall be submitted before the end of the third month after the close of the Vendor's fiscal year. The following basic information is required under this agreement:

- # of Delaware Locations
- # of Delaware Employees
- Taxes, licenses & Fees Paid to Delaware
 - This may be payroll, franchise, service taxes, etc.
- Major Delaware Investments/ Partnerships
 - Amount paid to Major partners or Suppliers in Delaware
 - Highlight of Delaware MWBE, Veteran, Small Business (SBA criteria) and Disabled Veteran partnerships/ supply chain
 - Rent to Delaware Locations or value of Delaware real property
- Utility Expenses paid to Delaware utilities.

The report shall be submitted to contracting@state.de.us.

n. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds, provided however, the foregoing shall not apply to any equipment purchase transaction executed hereunder.

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o. **Intentionally Omitted.**

p. **INTENT TO LOAD CATALOGS IN STATE EPROCUREMENT SOLUTION**

At the discretion of the State, all awarded items will need to be provided in an electronic format for use in a hosted catalog offering which will be presented in the State's eProcurement solution. The catalog(s) and the corresponding price list(s) for all awarded goods that are being offered to the State for purchase, shall include all applicable and awarded price tiers available for each product. These documents may be required and supplied by the vendor in an electronic format as determined by the State over the life of the contract. The awarded vendor(s) will be directed to supply the catalog file to an identified state representative or the State's designated eProcurement vendor at any time after execution of the contract, but no later than 45 days after the contract execution. The failure and/or inability to comply with this hosted catalog requirement may subject the awarded vendor to corrective action, up to and possibly including termination of the contract.

A hosted catalog is defined as a vendor supplied electronic catalog of all awarded items, including item descriptions, attributes and the award prices, which will be stored and publically visible in the State's eProcurement solution.

q. **ORDERING PROCEDURE**

Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded Vendor directly for all required resources. All consumables delivered by the Contractor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems. All Purchase Orders must include the contract number GSSI5571-DIGITAL-PRESS.

ALL ORDERING AGENCIES ARE REQUIRED TO HAVE A FORMAL RECOMMENDATION from the Copier and Multifunction Printer Resource Management Program (CRMP). The Contract is required to have a copy of the formal recommendation and copy of Purchase Order (PO). No orders may be processed by the contractor without the formal recommendation and PO. Contractor may fulfill only what is recommended by the CRMP.

The awarded vendor(s) must direct all State agencies requesting any equipment placements to the CRMP.

COPIER RESOURCE MANAGEMENT PROGRAM
STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
TELEPHONE: 302-857-4550
FAX: 302-739-3779

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r. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

s. BILLING

The Contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Contractor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Contractors shall be required to report semi-annually opportunities to enhance the discounts achieved.

t. METHOD OF PAYMENT

- 1) The State or any political subdivision purchasing pursuant to this PA shall pay Vendor for all amounts due under an Order within thirty (30) days of an accurate invoice contingent on the State's Acceptance of the purchased Products.
- 2) No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- 3) The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Contractors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should the Contractor wish to provide a financial incentive to not process payment by P-Card, they are to prepare a proposal to clearly outline any incentives for alternative payment methods the Contractor is willing to accept.

u. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, telephone, fax or State of Delaware's credit card shall

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serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

v. **Intentionally Omitted.**

w. **INSTALLATION PROCEDURES**

The Contractor shall provide the following installation service as a minimum:

1. Contractor shall spot, install, and make ready to use all digital press equipment and accessories ordered by using agencies as part of the FOB destination delivered price in accordance with the delivery section.
2. Work shall be performed and completed during the work schedule developed with the using agency.
3. The Contractor shall supply all materials and tools necessary to perform this service.
4. The State will furnish suitable electric current at its expense to operate equipment. All equipment furnished shall be UL listed. Any wiring and/or cabling required for devices shall be the responsibility of the state agency.
5. The Contractor shall be responsible for all safety precautions while performing the work. After all work is completed, the area shall be cleaned from any soil, packing materials or waste of any nature caused by the Contractor during the performance of his service.
6. The Contractor shall fully install all equipment and software at the location specified by the state agency.
7. The Contractor shall assist state agency staff in the installation and/or configuration of required software for the operation of the devices.
8. Required assistance for software installation shall be provided at no additional cost to the state agency.
9. Work performed under this contract must comply with all appropriate OSHA standards.
10. The Contractor shall supply training to the state agency for at no additional cost.

x. **Intentionally Omitted.**

y. **Intentionally Omitted.**

z. **MINIMUM WAGE RATES**

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>.

aa. **PREVAILING WAGE**

The prevailing wage law, 29 Del. C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and

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which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed. [Prevailing Wage Determination](#).

bb. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, this agreement shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- 1) Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- 2) Termination for Convenience - The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination providing the Contractor has not already provided a firm delivery date for the equipment. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- 3) Termination for Non-appropriation - In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds provided however, the foregoing shall not apply to any equipment that has been delivered by the Contractor and Accepted by the State. This is not a termination for convenience and will not be converted to such.

cc. TERMINATION OF PARTICIPATING ADDENDUM

As a central contract, this Participating Addendum may be terminated or canceled in accordance with the Master Agreement Terms and Conditions.

- 1) Termination for Non-Appropriations - In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds, provided however, the foregoing shall not apply to any equipment that has been delivered by the Contractor and Accepted by the State. This is not a termination for convenience and will

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not be converted to such.

dd. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

ee. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the term of this agreement, unless and until a valid executed purchase order has been approved by the State of Delaware Secretary of Finance, and all reasonable procedures of the State of Delaware Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

ff. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

gg. REMEDIES

Except as otherwise provided in this Participating Addendum, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this addendum, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

hh. AUDIT ACCESS TO RECORDS

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's relevant records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the Contractor's own

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ii. SUBCONTRACTS

Subcontracting is permitted under this Participating Addendum. However, every subcontractor, authorized representative or reseller shall be identified (Attachment C) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Contractor shall be responsible for compliance by the subcontractor or reseller with all terms, conditions and requirements of the Master Agreement and this Participating Addendum and with all local, State and Federal Laws. The Contractor shall be liable for any noncompliance by any subcontractor or reseller. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

jj. CONTRACTOR EMERGENCY RESPONSE POINT OF CONTACT

The Contractor shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the Contractor.

kk. CONFIDENTIALITY AND DATA INTEGRITY

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored: e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency/School District data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT; Appendix B attached, and made a part of this RFP. Contractor employees shall be bound by and subject to the terms of the statement. Notwithstanding anything to the contrary hereunder, the State acknowledges that it is solely and exclusively responsible for enacting physical, technical, and administrative safeguards that appropriately protect data resident on any item of equipment purchased hereunder in accordance with all applicable laws as well as the State's data security objectives, and that Contractor and its employees make no representation or warranty, and assume no duty regarding the same.

II. SECURITY

As computer, network, and information security are of paramount concern, the State wants to ensure that

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COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT

Ricoh USA, Inc.
Nevada RFP 309I
(hereinafter "Contractor" or "Vendor")

And

State of Delaware
Delaware Contract # GSSI5571-DIGITAL_PRESS
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computer/network hardware and software does not compromise the security of its IT infrastructure. Therefore, the Vendor agrees to use commercially reasonable efforts, to the extent applicable, to ensure that any systems or software meets or exceeds the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

mm. ENTERPRISE STANDARDS AND POLICIES

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. Therefore, the Vendor agrees to use commercially reasonable efforts, to the extent applicable, to ensure that any systems or software meets or exceeds the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

nn. CONTRACTOR BACKGROUND CHECK REQUIREMENTS

Contractor will require by contract any employees or subcontractors performing pursuant to this PA that access state property or come in contact with vulnerable populations, including children and youth, to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- * Delaware Sex Offender Central Registry at:
<https://desexoffender.dsp.delaware.gov/SexOffenderPublic/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises services. Should an individual be identified and the Contractor believes their employee's or subcontractor's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Contractors or its subcontractor shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may result in a penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Contractor(s) shall be responsible for requiring the background check requirements of any Authorized Reseller or authorized Subcontractor providing service to the Agency's contract.

oo. INSTALLATION PROCESSING

All installations (state-wide), all options on the device need to be working for it to be considered a complete installation:

- The Contractor must provide the Using Agency contact person with the estimated delivery date within 72 hours of receipt of a purchase order and formal CRMP recommendation.

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- The Contractor shall notify the State at least five (5) business days prior to each delivery; so that necessary final arrangements can be made.
- Contractor shall spot, install, and make ready to use all office multi-function equipment and accessories ordered by using agencies as part of the FOB destination delivered price in accordance with the delivery section of this RFP.
- Work shall be performed and completed during the work schedule developed with the using agency. Installation shall not exceed 1 business day unless approved by the using agency and the CRMP, or unless due to either circumstances outside of the reasonable control of Contractor, or a substantial order size that, by its nature, would typically require more than 1 business day to install.
- The Contractor shall fully install all equipment and software at the location specified by the state agency. (if applicable)
- The Contractor shall assist state agency staff in the installation and/or configuration of required software for the operation of the multi-function devices.
- Required assistance for software installation shall be provided at no additional cost to the state agency.
- Supplier is required to provide on-site appropriate initial training to casual users and key operators at no additional cost to the state, within three (3) days of multi-function product installation

pp. **NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this agreement, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this agreement shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the Vendor from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

1-4. Intentionally Omitted.

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

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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

Lead State

Name	Shannon Berry
Address	Nevada Purchasing Division 515 East Musser Street Carson City, NV 89701-4533
Telephone	(775) 684-0171
Fax	(775) 684-0188
E-mail	sberry@admin.nv.gov

Participating Entity

Name	Kimberly Jones
Address	Government Support Services 100 Enterprise Place, Suite # 4 Dover, DE 19904-8212
Telephone	302-857-4584
Fax	302-739-3779
E-mail	Kim.jones@state.de.us

6. Intentionally Omitted.

7. Purchase Order Instructions:

Orders can be made out to Ricoh USA, Inc. To the extent Buyer and Contractor agree on additional terms, the terms will be documented in 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 GSSI5571-DIGITAL-PRESS. This Purchase Order shall constitute a Schedule under the Terms and Conditions of the PA" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount (4) Itemized list of accessories and 5) Service Program selected and CPC rates. Please channel your PO through one of our authorized

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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 Buyer, are not considered inaccurate.

For Ricoh USA, Inc. Orders:

Address Purchase Orders to:	Purchases Remit Payment to:
Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355	Ricoh USA, Inc. Box 827577 Philadelphia, PA 19182-7577

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this PA shall include the Participating State contract number: **GSSI5571-DIGITAL-PRESS** and the Lead State price agreement number: 3091. Agencies that are part of the First State Financial (FSF) system are required to enter the same when entering P.O. information in the state's financial system.

9. Individual Customer:

Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this 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 Purchasing 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

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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 both parties below.

Participating State: Delaware	Contractor: Ricoh USA, INC
By: 	By: 
Name: Peter Korolyk	Name: Tom Brown
Title: Deputy Director Government Support Services	Title:
Date: 11-9-15	Date:

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]

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MASTER AGREEMENT

Canon USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

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Attachment B



DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904-2407

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I, Contractor, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for maintaining the confidentiality of the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor Signature _____

Title: VP, Government & Higher Education

Date: 11/5/15

Contractor Name: Tom Brown