



**MILWAUKEE PUBLIC SCHOOLS**

**CONTRACT**

**COMMODITY OR SERVICE: Lease and Purchase of Copiers/Multifunction Device Equipment**

**PERIOD OF CONTRACT: October 1, 2015 through December 31, 2019**

This contract is entered into by and between the Milwaukee Board of School Directors ("MPS") and Ricoh USA, Inc. ("Contractor").

Whereby, MPS agrees to direct the purchase and Contractor agrees to supply such requirements of the commodity or service cited above in accordance with the WSCA-NASPO Master Agreement resulting from Nevada RFP 3091 and the State of Wisconsin's Participating Addendum thereto (Contract 505ENT-M15-MFDCOPIER-OO). This Contract is subject to any amendments to those documents executed in the future.

In addition to the terms contained in those documents, MPS and Contractor agree to the following additional Terms and Conditions. End User shall mean the MPS Department or School using the Copier or piece of equipment.

- I. Contractor agrees that MPS may assess Liquidated Damages from Service invoices only as follows:
  - A. Invoicing
    - i. If the machine does not have an automatic meter reading solution ("AMR"), then End User must submit meter readings via MyRicoh.com or via phone in order to initiate a Service invoice. In the event End User submits meter readings and Contractor fails to invoice within thirty (30) calendar days after the end of the month, then End User may deduct up to 10% of the Service invoice cost as liquidated damages. In the event End User submits meter readings and Contractor continues to fail to invoice after sixty (60) calendar days, then End User may deduct up to 20% of the Service invoice cost as liquidated damages.
    - ii. Contractor shall have sixty (60) days from the date of receipt of written notification from End User to correct any invoice problem. If Contractor fails to correct an invoice problem within such time period, End User may assess 10% of the Service invoice cost as liquidated damages to help cover End User's cost of handling the problem.
      - 1. Documentation of each invoice problem is the responsibility of End User.
    - iii. Per the terms of the Agreement, MPS is not liable for any invoices received for Property Taxes. In the event an invoice is received for Property Taxes and such invoice is not credited by Contractor within sixty (60) days, End User may assess \$50.00 from the Service invoice cost as liquidated damages.
  - B. Machine Removal at the End of the Contract Period for Leased Machines
    - i. End User must provide prior written notice to Contractor that a leased machine has not been removed at the end of the Contract Period and provide Contractor with thirty (30) days to remove the leased machine. After the thirty (30) day cure period, for every month a leased machine is not removed, MPS may assess \$100 from the Service invoice cost as liquidated damages. Also, if the machine

has not been removed at the end of two (2) months, MPS may dispose of the machine any way it wishes to and charge Contractor its actual costs incurred in having the machine removed.

C. Collection

- i. Contractor agrees to handle all End User accounts created pursuant to this Contract as one "master account" which will be overseen by the Major Account Representative assigned by Contractor to MPS (the "MAR"). To that end, Contractor agrees that no individual End User account will be treated as delinquent until at least sixty (60) days past due.
  - ii. In the event an End User account becomes delinquent, the MAR assigned to MPS's master account will notify MPS's Director of Procurement & Risk Management in writing of such delinquency. MPS shall have thirty (30) days from the receipt of such written notice to resolve such delinquency.
  - iii. If the End User account remains delinquent after this thirty-day period has passed, only then may Contractor pass the account to an outside collection agency.
- II. MPS has a Livable Wage policy that requires anyone having a contract with MPS to pay all of their employees a livable wage in accordance with City of Milwaukee Ordinance 310-13. The current livable wage rate can be found at the City of Milwaukee website <http://city.milwaukee.gov/ImageLibrary/Groups/daoPurchasing/forms/livingWageTable.docx>

This Contract, along with the Master Agreement and the Participating Addendum thereto, constitutes the entire agreement between the parties relating to the subject matter of this contract. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this Contract.

No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by authorized signatories of both parties.

RICOH USA, INC.

By: [Signature]

Date: 11-20-15

18650 Corporate Drive, Suite 302  
Brookfield, WI 53045  
Tax ID: \_\_\_\_\_

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: [Signature]  
*Kristen DeCato, Director  
Procurement & Risk Management*

Date: 11/23/15

By: [Signature]  
*Darienne B. Driver, Ed.D.  
Superintendent of Schools*

Date: 12/11/15

By: [Signature]  
*Michael Bonds, President*

Date: 12-15-15