

# (ATTACHMENT 3) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
COPIERS, PRINTERS & RELATED DEVICES 14-19  
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT  
Ricoh USA, Inc  
Nevada RFP 3091  
(hereinafter "Contractor")

And

State of Wisconsin  
(hereinafter "Participating State")

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**1. Scope.** This Participating Addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating State (also referred to through as "Participating Entity") authorized by that state's statutes to utilize state contracts with the prior approval of the State's Chief Procurement Official. Personal use of the Participating Addendum is NOT authorized.

This Participating Addendum authorizes the purchase, lease, and rental of equipment and associated software in all segments of the following categories as set forth in the Master Agreement:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group C – Wide Format Copiers

Ricoh remanufactured products are also available. Leasing includes 36, 48, or 60 months for one of the following: Fair Market Value Lease; Operational Lease; and Capital Lease. Rental includes Non-Cancelable Rental (36, 48, or 60 months), Cancelable Rental (24 or 36 months), and Short Term Rental (up to 18 months).

Purchases under Group D (Printers), Group E (Digital Duplicator), and Group F (Scanners), and professional technical services (Senior Consulting IT Architect, Senior IT Architect, Senior Project Manager, Senior Software Engineer, Advisory Software Engineer, Software Engineer, and Associate Software Engineer) are NOT authorized under this Participating Addendum. The following items are excluded from the original solicitation: managed print services, cameras, interactive white boards, micrographic equipment, and overhead projectors.

**2. Participation.** Use of specific WSCA-NASPO cooperative contracts by state agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts ("collectively, "Purchasing Entity") are subject to the prior approval of the respective State Chief Procurement Official. Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

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. "Days" means calendar days unless otherwise indicated.
- b. See Exhibits A, B, and C.

**4. Third Party Financing Agreements.**

- a. Contractor third party financing agreements between the Purchasing Entity and any third party (a "Finance

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Lease Agreement") will not be allowed under this Participating Addendum unless it has met compliance of the Purchasing Entity's applicable fiscal and purchasing rules and/or policies.

- b. Purchasing Entity is cautioned that Finance Lease Agreement terms and conditions have not been reviewed by the Participating State. Purchasing Entity may finance their purchase with proper and legal authority to enter into a Finance Lease Agreement
  - c. Any Finance Lease Agreement shall be separate from this Participating Addendum, shall be between the Purchasing Entity and third party for the scope of this Participating Addendum's products. Any such Finance Lease Agreement must be entered into prior to the Participating Addendum expiration. Any Finance Lease Agreement prior to the termination of this Participating Addendum shall survive the termination of this Participating Addendum and the Master Agreement.
5. **Lease; Rental; Maintenance.**
- a. To initiate a lease, rental, or maintenance, the Purchasing Entity will issue a Purchase Order for (also called a "PO"). The Contractor shall not require additional separate agreements to be signed by the Purchasing Entity. Exceptions to this may only be made by Participating State.
  - b. **Lease and Rental Terms.** The following additional terms shall apply to POs for leasing transactions (the "Lease Terms"). Notwithstanding anything to the contrary in this Participating Addendum, in the event of a conflict between the terms of a leasing PO subject to the leasing terms set forth in this Section 5 and any other terms of the Participating Addendum and/or Master Agreement, the terms of the leasing PO will supersede and control.
    - (i) Purchasing Entity agrees to confirm delivery, installation and acceptance of all Products covered by each PO for leasing by signing an acceptance certificate which shows acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Purchasing Entity agrees to sign and return to Contractor the acceptance certificate (which, at mutual agreement, may be done electronically) within five (5) business days after any Product is installed. Failure to sign the acceptance certificate or reject the goods within the foregoing five (5) day period shall be deemed acceptance.
    - (ii) The first scheduled payment (as specified in the applicable PO) ("Payment") will be due on or following the acceptance of the Products, as set forth above or such later date as Contractor may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable PO, pursuant to the section entitled "Payment Terms and Invoicing", Section 27 of Exhibit A.
    - (iii) Purchasing Entity agrees that, except for non-appropriation of funds, EACH PO IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY PO FOR LEASE MADE PURSUANT TO THIS PARTICIPATING ADDENDUM.

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(iv) Unless and to the extent the Purchasing Entity is exempt and provide a valid exemption certificate to Contractor, in addition to the payments under the applicable PO, Purchasing Entity agrees to pay all taxes imposed upon Contractor's purchase, ownership, possession, leasing, renting, operation, control or use of the Product.

(v) Purchasing Entity is responsible for risk of loss for the Products as set forth in Exhibit A, Section 13.

(vi) Each of the following is a "Default" under these Lease Terms and all POs: (a) Purchasing Entity fails to pay any Payment or any other amount within thirty (30) days of its due date and has not provided notice of a good faith dispute, (b) any representation or warranty made by Purchasing Entity in these Lease Terms is false or incorrect and/or Purchasing Entity does not perform any of Purchasing Entity's other obligations under these Lease Terms or any PO and/or under any other agreement with Contractor and this failure continues for thirty (30) days after Contractor has notified Purchasing Entity of it, (c) a petition is filed by or against Purchasing Entity or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for Purchasing Entity, any guarantor or any substantial part of Purchasing Entity's assets, (d) Purchasing Entity or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) Purchasing Entity stops doing business as a going concern or transfer all or substantially all of Purchasing Entity's assets.

(vii) If a Default occurs, Contractor may do one or more of the following: (a) Contractor may cancel or terminate any or all POs, and/or any or all other agreements that Contractor has entered into with Purchasing Entity; (b) Contractor may require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other past due amounts payable under any PO; and (ii) the present value total of all unpaid Payments for the remainder of the lease term, discounted at a rate equal to 6% per year to the date of default; (c) Contractor may require Purchasing Entity to deliver the Product to Contractor as set forth in Section 5(b)(ix).

(viii) PURCHASING ENTITY HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR ANY PO FOR LEASING WITHOUT CONTRACTOR'S PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). Purchasing Entity agrees that Contractor may sell or assign all or a portion of Contractor's interests in the Product and/or these Lease Terms or any PO for leasing without notice to Purchasing Entity even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims,

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defenses or set offs that Purchasing Entity may have against Contractor. No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity hereunder.

(ix) AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY PO FOR LEASING, SUCH PO WILL IMMEDIATELY TERMINATE. Notwithstanding the foregoing, Purchasing Entity may extend the original term of any PO by issuance of an acceptable PO pursuant to the extension options outlined in Participating Addendum prior to the expiration of the original term of such PO. At the end of the applicable PO, Purchasing Entity will immediately make the Product subject to such expired PO available to Contractor (or its designee), in as good condition as when Purchasing Entity received it, except for ordinary wear and tear. Purchasing Entity agrees to pay additional monthly Payments at the same rate as then in effect under a PO, until the Product is received in good condition and working order by Contractor or its designees.

- c. A PO in effect at the time of Participating Addendum cancellation or termination will not be affected. Purchasing Entities will be obligated to complete their leases regardless of the status of the Participating Addendum.
- d. **Other Documents.** The parties to this Participating Addendum understand and agree that standard forms or templates may be used for various purposes, including purchase orders, invoices, quotes, 'Website Terms and/or Conditions' or 'click to accept' agreement(s), some of which may contain boilerplate or standard terms and conditions ("Other Documents"). Any use of Other Documents are not a part of this Contract unless otherwise noted within this Participating Addendum and are deemed to be for administrative convenience only and the terms therein are of no effect, have no force of law and do not modify the terms of this Participating Addendum.
- e. The continuation of any lease or rental will be subject to and contingent upon sufficient funds being made available by the State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available. Purchasing Entity shall provide 30 days written notice of non-appropriation of funds to the Contractor.
- f. Lease or rental for equipment may be transferred within the State or within the Purchasing Entity without penalty or additional cost, except when allowed within the contract.
- g. The lease, rental, or maintenance shall not contain a balloon payment at the end of the term that the Purchasing Entity is obligated to pay. This does not preclude an option to purchase the equipment, per the contract terms.
- h. Except as set forth in Section 5, the lease or rental shall not contain charges for early termination of the lease or rental unless the charges constitute actual damages or mutually agreed liquidated damages for breach of the

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lease or rental. For a lease, the termination charges may not exceed the balance of the remaining lease payments. With respect to cancellation of a service contract, the parties agree that such termination charges will be equal or less than the two (2) month service and supply base or 25% of the remaining term, whichever is less. No termination charges shall be applicable in the case of non-appropriation of funds (Section 5e above).

- i. All cancellable rentals may be cancelled upon 30 days written notice to the Contractor at any point during the rental term. The Contractor may assess a fee of no more than two (2) monthly lease/rental payments that are not to include service or supply base commitments for the cancellation of a cancellable rental.
- j. In the event that the term of the lease, rental, or maintenance extends beyond the term of the Master Agreement and Participating Addendum, the terms and conditions of the Participating Addendum and Master Agreement shall continue to apply unless the parties specifically agree to the contrary, or a written, duly executed amendment to the lease, rental, or maintenance is completed.
- k. **End of lease or rental term removal.** At the end of term, Purchasing Entity shall have the option to:
  - (i) renew the PO;
  - (ii) purchase the equipment; or
  - (iii) return the equipment.

If the Purchasing Entity desires to exercise a renewal or purchase of the equipment, it shall give Contractor written notice at least thirty (30) days before the expiration of such lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a renewal or purchase option, the initial schedule term shall be terminated on the date as stated in the schedule and removal of the product will be mutually arranged. At the end of term of any Capital lease, title to the applicable equipment shall transfer to Purchasing Entity, the equipment will not be returned and the related PO will not be renewed.

**6. Primary Contacts.** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

<u>Contractor</u>	
Name	Ricoh USA, Bart Lemmon, WSCA-NASPO National Contract Manager
Address	70 Valley Stream Parkway, Malvern, PA 19355
Telephone	425-255-0730
Fax	425-228-2115
E-mail	bart.lemmon@ricoh-usa.com

Contractor Local Contact for Billing and Customer support

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Name	Gus Stuhldreher
Address	5340 10th Avenue South, Minneapolis, MN 55417
Telephone	612-825-1403
Fax	612-822-3427
E-mail	Augustus.stuhldreher@ricoh-usa.com

Participating Entity (also referenced as "Participating State")

Name	Brenda Derge, CPPPO, CPPB
Address	101 East Wilson St., P.O. Box 7867, Madison, WI 53707
Telephone	608-266-8613
Fax	608-267-0600
E-mail	brenda.derge@wisconsin.gov

**7. Subcontractors.** All Contractor dealers and resellers ("Authorized Service Provider") authorized in the State of Wisconsin, as shown on the dedicated WSCA Contractor website, are approved to provide sales and service support to Purchasing Entities. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Contractor shall provide written notice to the Participating State with respect to any changes to listing available for the State of Wisconsin and shall obtain written approval from the Participating State, which approval will not be unreasonably withheld, prior to adding additional Authorized Service Providers to the existing authorized list such Providers.

**8. Price Agreement Number; Purchase Order Instructions; Purchasing Entity Account.** In addition to Section 21 of the Master Agreement, Contractor shall provide the information required for Purchase Orders, on quotations, via an online catalog, or website for Purchasing Entities. Contractor will not be obligated to sell or deliver Products or Services for which such information is not provided in a Purchase Order accepted by Contractor.

All pricing shall be FOB Destination Freight Prepaid and Allowed where the Contractor prepays the transportation charges and such charges are already included in the contract price. Pricing is inclusive of delivery, network installation, waste material removal, initial training, and removal cost of equipment placed under this agreement. Network installation includes configuration of the device for the proper network protocols and installation of the appropriate print drivers on up to five (5) computers per unit ordered.

The Services and Supplies rate shall include staples.

When opening an account for purposes of using this Participating Addendum, the Purchasing Entity will identify a contact name, address, and applicable information specific for billing and invoicing.

All POs issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the following:

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- a. PO made out to Ricoh USA, Inc. or the Authorized Service Providers as approved by Ricoh and the State; and
- b. Mandatory language "PO is subject to WSCA-NASPO Contract #3091; and
- c. Ordering contact Name, Address, Phone Number; and
- d. Itemized list of ordered items, applicable service charges including Service Program selected and Cost Per Copy (CPC) rates; and
- e. If Leased, type of Lease (FMV, Operational, or Capital lease) and monthly payment; and
- f. Lease period, if applicable; and
- g. Participating State contract #15-60042-151.

To the extent Buyer and Contractor agree on additional terms, the terms maybe documented on the Purchasing Entity PO, or other transaction document such as a Statement of Work, signed by both parties.

- a. Hours of operation to determine which Service Level Agreement (Exhibit C) calculation to use;
- b. Machine identification such as a serial number and location at which services shall be performed, if applicable;
- c. Special delivery instructions, when applicable.

An Authorized Service Provider shall be deemed "Contractor" under this Participating Addendum for any PO issued directly to and accepted by such Authorized Service Provider. Send the PO through one of the Authorized Service Providers so proper ordering and installation of the ordered unit can be arranged.

Orders and payments are to be handled by the Authorized Service Provider, or the Contractor as applicable, directly unless otherwise mutually agreed upon. The Authorized Service Provider, or Contractor as applicable, is reminded that financial obligations of the Purchasing Entity payable after the current applicable fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State of Wisconsin fiscal year is July 1<sup>st</sup> through June 30<sup>th</sup>.

All invoices, packing lists, packages, shipping notices, and other written documents affecting an Order hereunder shall contain the applicable Purchase Order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to an Order, indicating the contents therein. Standard commercial packaging, packing and shipping containers shall be used when applicable. If requested by the Purchasing Entity, all shipping containers shall be legibly marked or labeled on the outside with Purchase Order number, product description, and quantity, or as otherwise directed by the Purchasing Entity.

Should the Purchasing Entity wish to extend or renew service at the expiration of the lease, rental, or service maintenance term, and provided that Purchasing Entity is not then in default, the rate will be based on the Master Agreement rates. A quotation shall be provided to the Purchasing Entity prior to extending or renewing such service.

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The Authorized Service Provider, or Contractor as applicable, will not be responsible to provide Services for equipment when the term or machine locations are not identified on the Purchase Order accepted by the Authorized Service Provider, or Contractor as applicable. The Authorized Service Provider, or Contractor as applicable, is responsible for notifying the Purchasing Entity of any missing Purchase Order information prior to acceptance of the Purchase Order. Successful delivery, installation, and acceptance of the ordered device by the Purchasing Entity constitutes acceptance. The Authorized Service Provider, or Contractor as applicable, can invoice for the Product(s) upon Purchasing Entity acceptance. As such, no valid invoice may be issued by the Authorized Service Provider, or Contractor as applicable, prior to the acceptance by the Purchasing Entity. The Authorized Service Provider, or Contractor as applicable, will provide timely billing and Purchasing Entity will notify such entity, in writing, of any billing concern. The Authorized Service Provider, or Contractor as applicable, 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 Purchasing Entity, are not considered inaccurate.

For Ricoh USA, Inc. Orders:

Address Purchase Orders to:	Purchases Remit Payment to:	Leases Remit Payment to:
Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355	Ricoh USA, Inc. Box 802815 CHICAGO, IL 60680-2815	Address listed on invoice

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

Delivery and acceptance terms are defined in Exhibit B.

**9. Additional Service Level Agreement Commitments.** The Service Level Agreement (SLA) set forth as Exhibit C provides additional service level commitments. "Days" means calendar days unless otherwise indicated.

**10. Software; Software License Agreement.** To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software." The Software License Agreement and or End User License Agreement (EULA) terms for each piece of equipment available under this Participating Addendum were not reviewed at the time of the Participating Addendum signing. Such terms shall be negotiated between the Purchasing Entity and the Contractor. Unless otherwise negotiated between parties, software is provided subject to the terms and conditions of the license applicable to such software.

**11. Kodak NexPress Product Maintenance Services.** Purchasing Entity must execute a Kodak Maintenance Agreement directly with Kodak for service on Nexpress products. Purchasing Entity understands that Kodak is solely responsible for NexPress product maintenance service.



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**12. Training.** Training shall be onsite unless otherwise agreed upon by the Purchasing Entity in writing prior to such training. Any additional costs associated with training shall be quoted prior to providing such training. The Purchasing Entity may negotiate with the Contractor a reduced rate if the Purchasing Entity chooses not to include the one hour of training for each machine (for example, multiple identical units at the same location) or if online training is utilized rather than onsite.

**13. Volume Placement; Aggregated Requirements; Firm Commitments.** For purposes of this Participating Addendum, the Participating State considers five (5) or more machines in one order to be a volume placement. The Purchasing Entity and the Contractor may negotiate an additional discount for volume placement when placing an Order for five (5) or more machines for purchase, any type of lease, or any type of rental. The Purchasing Entity and Contractor may negotiate an additional discount for firm commitments and aggregated requirements.

**14. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA").** If or when Contractor is notified by Purchasing Entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Purchasing Entity is responsible for informing Contractor as soon as the Purchasing Entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the Purchasing Entity with the invoice presented to the Purchasing Entity for payment. The Contractor, as it relates to purchases under this Participating Addendum, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**15.** This Participating Addendum, its exhibits, 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 Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent PO or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected, unless agreed to by both parties in writing. The terms and conditions of this Participating 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.

[Signatures follow on next page.]

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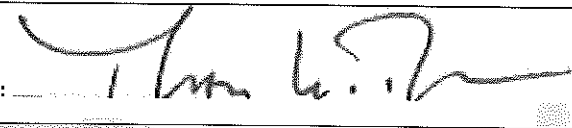
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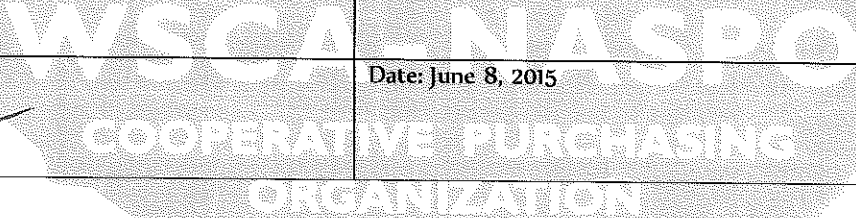
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Wisconsin	Contractor: Ricoh USA, Inc
By: 	By: 
Name: Rick S. Hughes	Name: Tom Brown
Title: State Bureau of Procurement Director	Title: Vice President, Government & Higher Education
Date: 6-17-2015	Date: June 8, 2015



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1. **Contract Term.** The term of this Participating Addendum will be the effective upon the date of final execution by the Participating State and co-terminus with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State.
2. **Vendor Agreement Form.** The Contractor must sign the State of Wisconsin Vendor Agreement, Wisconsin's Cooperative Purchasing Service form (DOA-3333), to allow entities, as defined on the DOA-3333 form, to purchase through this Participating Addendum. Contractor is responsible for verifying all sales and leases under this Participating Addendum are to entities authorized by this Participating Addendum.
3. **Statement of Work.** Section 1.a.4 of the Master Agreement changes from, "The Statement of Work specific to Participating Entity;" to "The Statement Work specific to the Purchasing Entity;"
4. **Order of Precedence.** Section 1.a of the Master Agreement will expand to include (8) End User License Agreement and/or Software License Agreement
5. **Product changes.** Changes to the equipment, accessories, and software on the Contractor's WSCA website for Wisconsin only need to be approved by the WSCA Lead State. No additional Participating State approval is required.
6. **Hard Drive.** With respect to any Ricoh manufactured Products which contain a hard drive, the options for hard drive security are as set forth in Section 3.7.4 of Attachment CC of the Master Agreement. If desired, Purchasing Entity may engage Contractor to perform the following hard drive services, and the PO shall detail the service:
  - a. **Hard Drive Surrender Service.** Under this option, a Contractor service technician can remove the hard drive from the applicable Product (set forth on a PO) and provide Purchasing Entity with custody of the hard drive before the Product is removed from the Purchasing Entity's location, moved to another department or any other disposition of the Product. The cost for the Hard Drive Surrender Services is \$200 per device.
  - b. **Data Overwrite Security System (DOSS).** For any Ricoh-manufactured Product containing a hard drive, such Product will include Data Overwrite Security System (DOSS). DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing after the completion of each job to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times. There is no cost for the Data Overwrite Security System (DOSS).

The Purchasing Entity and Contractor shall agree prior to hard drive handling what the Purchasing Entity needs are.

7. **Pricing.**
  - a. Purchasing Entities will be allowed to negotiate any of the purchase and lease options available in the Master Agreement for lower pricing.
  - b. Monthly lease pricing shall not increase over the lease term unless an accessory is added.
  - c. If a Purchasing Entity adds or removes accessories, the Purchasing Entity and Contractor shall agree upon the new monthly lease price prior to the lease rate change to reflect the machine change.
  - d. Purchasing Entity may negotiate a lower rate for volume placements.
8. **Trial or Demonstration of Device or Equipment.** In addition to Section 3.3.12 of the solicitation, a written

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agreement between the Purchasing Entity and the Contractor shall occur prior to any trial or demonstration.

**9. Usage/Spend Report.** The manufacturer must submit electronic reports on a quarterly basis and one annual summary report on all sales, including service/maintenance, made against this Participating Addendum to the Participating Entity primary contact listed in Section 5 or designee.

- a. Reports must include the reporting listed in Attachment P of the RFP. The column denoting the "Customer Type" shall indicate either "State" or "Municipality."
- b. The report file format shall be Microsoft Excel compatible format and shall easily be sorted for various data and inclusion into a pivot table.
- c. The quarterly reports will be filed using the schedule in Section f below. The annual report shall contain all data within the quarterly reports and include an annual sum total with any additional description notes.
- d. Such reports shall retain the same format throughout the life of the contract unless mutually agreed upon.
- e. The Contractor agrees to provide additional reports if requested by the State of Wisconsin in a format and frequency as mutually agreed upon by both parties.
- f. 

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

The annual summary report is provided after four (4) quarters of data is collected from the start of the Participating Addendum.

**10. Service Level Agreement (SLA) Report.**

- a. The Contractor must submit SLA metrics reports on a quarterly basis to the Participating State primary contact or designee.
- b. The Contractor must submit, upon request of the Purchasing Entity, SLA metrics reports on a quarterly basis to the Purchasing Entity.
- c. SLA reports must include reporting on each SLA and credit listed in Exhibit C. If no credit was required, such shall be indicated.
- d. Such reports shall retain the same format throughout the life of the Participating Addendum unless mutually agreed upon.
- e. The report file format shall be Microsoft Excel compatible format and shall easily be sorted for various data and inclusion into a pivot table.
- f. The quarterly reports will be filed using the schedule in Section f below. The annual SLA shall contain all data within the quarterly reports and include an annual sum total with any additional description notes.

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

The annual SLA report is provided after four (4) quarters of data is collected from the start of the Participating Addendum.

- 11. Website requirement.** The manufacturer WSCA website for Wisconsin must, at a minimum, include the following:
- a. Detailed and accurate information regarding all of the products and options available through this contract;
  - b. Local sales contact information;
  - c. Single point of contact for PO and invoice issues;
  - d. An escalation path for unresolved issues; and
  - e. Instructions pertaining to copier placements

The Participating Entity primary contact listed in Section 5 of the Participating Addendum, or designee, shall have rights to review and make recommendations to the Contractor's website.

- 12. Insurance.** The Contractor shall not commence work under the contract until they have obtained all the insurance described in the Master Agreement, Section 17 and this Participating Addendum Section and provided a current certificate of insurance to the Participating Entity within seven (7) business days of the Effective Date of this Participating Addendum and no later than fifteen (15) business days prior to the expiration date of any such coverage.

Contractor shall provide the certificate via e-mail to the Participating Entity primary contact.

All policies shall remain in force and effect throughout the term of the Participating Addendum. Contractor will maintain the following insurance limits while performing any services under this Participating Addendum:

- a. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
  - b. The Participating State reserves the right to require higher or lower limits where warranted.
  - c. If Contractor is self-insured, a Certification of Self-Insurance must be attached.
  - d. Contractor's policy(ies) shall include legal defense fees in addition to the liability policy limits.
  - e. An Umbrella or Excess Liability Insurance policy may be used
- 13. Risk of Loss or Damage.** The Participating State, except for loss or damage due to fire, theft, or the negligence of the Participating State, shall be relieved of all risks of loss or damage to the Products during periods of transportation and installation (if installation is provided by the Contractor), unless and until such time as unencumbered title is vested in the Participating State, or, with respect to leased Products, during the term of the lease until the leased Products are made available to the Contractor at the end of the lease term. Participating State will maintain All-Risk Property Insurance, whether through self-insurance or otherwise, to insure the installed owned, leased, or rental Products for physical loss or damage at replacement value. Purchasing Entity must notify Contractor in writing immediately of any loss.

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14. **Subrogation Waiver.** All insurance policies in any way related to this Participating Addendum and secured and maintained by Contractor or its subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the Participating State, its agencies, institutions, organizations, officers, employees, volunteers, and the Purchasing Entities.
15. **Governing Law; Venue.** This Participating Addendum and its amendments and exhibits thereto, shall be governed by Wisconsin Law. Venue for all legal proceedings arising out of the Participating Addendum, or breach thereof, shall be in the State or federal court with competent jurisdiction in Dane County, Wisconsin. In the event that any provision of this Participating Addendum is contrary to Wisconsin law, such provision shall be null and void. The Contractor shall at all times comply with and observe all applicable federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Participating Addendum and which in any manner affect the work or its conduct.
16. **Indemnification.** The parties agree that Section 14 of the Master Agreement is modified with the following:
- a. 14(a) remains unchanged.
  - b. 14(b) is amended to the following:  
"For Ricoh manufactured Products the Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim")."
  - c. 14(b)(1) remains unchanged.
  - d. Section 14(b)(2) is changed to the following:  
"The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, regarding the settlement of such claim, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify the Product, or replace the Product with one that is at functionally equivalent or greater. If Contractor and Indemnified Party determines that none of these alternatives is reasonable available or acceptable, Product shall be returned to the Contractor upon Contractor written request at the Contractor's expense and Contractor will then give Indemnified Party a credit equal to the Indemnified Party's full investment paid to the Contractor provided the Indemnified Party has followed generally-accepted accounting principles. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in the Participating Addendum, Exhibits, and Master Agreement or

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any other document executed on conjunction with named documents. This is Contractor's entire obligation to Indemnified Party regarding any claim of infringement."

- 17. State Payment Offsets for Contractor's Delinquency.**
- a. Contractors who have a delinquent Wisconsin tax liability may have their payments offset by the Participating State.
  - b. The Participating State shall offset payments made to the Contractor under this Participating Addendum in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the Participating State, or to any state or local unit of government. The Participating State also reserves the right to cancel this Participating Addendum if the delinquency is not satisfied by the offset or other means during the term of the Participating Addendum.
- 18. Conflict of Interest.** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 19. Dual Employment.** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 20. Nondiscrimination/Affirmative Action.** In connection with the performance of work under this Participating Addendum, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. III.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities.
- a. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Participating Addendum is awarded, the Contractor must submit the plan to the Participating State for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Participating State.
  - b. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, nondiscrimination notices required by applicable law.
  - c. Failure to comply with the conditions of this provision may result in the following consequences:
    1. Termination of this Participating Addendum;
    2. Designation of the Contractor as "ineligible" for future consideration as a responsible, qualified bidder or proposer for State contracts, or
    3. Withholding of a payment due under the Participating Addendum until the Contractor is in compliance.

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- 21. Public Records, Recordkeeping and Record Retention.** Pursuant to Wisconsin Statutes §19.36(3), all records of the Contractor that are produced and collected under this Participating Addendum are subject to disclosure pursuant to a public records request. The Contractor shall establish and maintain adequate records of all documentation developed or compiled and expenditures incurred under this Participating Addendum. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with federal, state and local laws or ordinances. The Contractor, following final payment, shall retain all records produced or collected under this Participating Addendum for six (6) years. Contractor will not be obligated to disclose any confidential information not covered under public records access and pertaining to the invoice in question
- 22. Examination of Records; Audit Rights.** The Participating Entity shall at any time during normal business hours, upon reasonable notice, have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor's premises, any of the Contractor's records and computer data storage media involving transactions directly pertinent to this Participating Addendum. If the material is on computer data storage media, the Contractor shall provide copies of the data storage media or a computer printout of such if the Participating Entity so requests. Any charges for copies of books, documents, papers, records, computer data storage media or computer printouts provided by the Contractor shall not exceed the actual cost to the Contractor. This provision shall survive the termination, cancellation, or expiration of this Participating Addendum.

The books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Participating Addendum must be made available and subject to examination by the Participating State or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contractor or transaction. Upon the prior written request of the State during the term of this Participating Addendum, Contractor will assist the State in connection with its efforts to verify the completeness and accuracy of the invoices. Contractor will provide copies of the documentation that is reasonably necessary for the State to confirm its payment obligations under any invoice.
- 23. Disclosure.** If a state public official (as defined in §19.42(14) of the Wisconsin Statutes), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this Participating Addendum, and if this Participating Addendum involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to §19.45(6) of the Wisconsin Statutes, before signing the contract. Disclosure must be made to the State of Wisconsin Government Accountability Board, 212 East Washington Avenue, Madison, Wisconsin 53703 (Telephone 608-266-8005). State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, §16.417 of the Wisconsin Statutes.
- 24. Promotional Advertising; News Releases.** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this Participating Addendum shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this Participating Addendum shall not be made without prior written authorization of the contracting agency.
- 25. Material Safety Data Sheet.** If any item(s) on a PO(s) is a hazardous chemical, as defined under 29CFR 1910.1200. The Purchasing Entity can find the applicable MSDS sheets at the following Contractor website: [www.ricoh-usa.com](http://www.ricoh-usa.com). The location of the MDS sheets shall be provided to each Purchasing Entity by the Contractor when the customer is unable to locate information on the website. The Purchasing Entity may request a hard copy from the Contractor at any time and the Contractor must provide a copy of the applicable Material Safety Data Sheet(s).



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- 26. Safety Requirements.** All materials, equipment, and supplies provided under this Participating Addendum must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable Occupational Safety and Health Standards.
- 27. Payment Terms and Invoicing.** The Contractor shall accept credit card purchases with no additional cost for such payment method.

A properly submitted invoice is an invoice presented for payment must be submitted in accordance with instructions contained on the PO including reference to PO number and submittal to the correct address for processing.

The Participating State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified. Partial receipt of a PO and invoice for that partial shipment does not constitute a proper invoice for purposes of prompt payment unless agreed to by the Purchasing Entity. If payment is late and a good faith dispute has not been implemented, the Contractor may assess a late payment fee of no more than 1% per month (12% per year as provided in Wisconsin Statutes §16.528(3)(e)) on the invoice outstanding balance not yet paid.

Invoices presented for payment must be submitted in accordance with instructions contained on the PO including reference to PO number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment and the Purchasing Entity will be exempt from the prompt payment requirement for the disputed portion. After the dispute is settled, the Purchasing Entity will have thirty (30) days to pay the invoice without penalty. The foregoing notwithstanding, the parties agree that no portion of any lease payment shall be subject to a good faith dispute as such payments are fixed for the term of the applicable lease.

Any applicable cash discount period or delinquency period will start from the date of proper receipt of an acceptable invoice by the Purchasing Entity, or the date of receipt of acceptable User Equipment or Services at the specified destination by the Purchasing Entity, whichever is later. Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has exercised due diligence in notifying the Participating State and Purchasing Entity of any changes to that address.

Payments will be remitted by mail or may be made via a Participating State's Purchasing Card or Purchasing Entity Purchasing Card.

- 28. Refund of Credits.** Within sixty (60) days of the Purchasing Entity's request, the Contractor shall pay to the Purchasing Entity any credits resulting from a PO that the State determines cannot be applied to future invoices.
- 29. Taxes.** The Participating State and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Participating State, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The Participating State may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials. Purchasing Entities other than State agencies may or may not be subject federal tax and Wisconsin state and local taxes. It is the

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responsibility of the Purchasing Entity to provide the Contractor with the appropriate tax exemption information.

- 30. Receipt of Goods.** The Purchasing Entity's receipt of Products upon delivery is for the sole purpose of identification. Such identification shall not be construed as Acceptance of the Products if they do not conform to contractual requirements. When Purchasing Entity receives the Product, Purchasing Entity agrees to inspect it to determine it is in good working order. If there are any apparent defects in the Products at the time of delivery, the Purchasing Entity shall promptly notify the Contractor of its rejection of said Products. Without limiting any other rights, the Purchasing Entity, at its option, may require the Contractor to:
- a. Repair or replace any or all of the defective and rejected Products at Contractor's expense,
  - b. Refund the price of any or all of the defective and rejected Products, and
  - c. Accept the return of any or all of the defective and rejected Products.

If rejected, the Goods shall remain the property of the Contractor.

- 31. Normal Business Hours; State Observed Holidays.** Normal business hours are during 8:00am – 5:00pm Central Time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable PO. This will also be referred to as a "Normal Business Day."

The Participating State observes the following holidays ("State Observed Holidays") noted below. When the holiday falls on a Saturday, the preceding Friday is observed as the legal holiday.

New Year's Day (January 1)  
Martin Luther King Jr.'s Birthday (Third Monday in January)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Thanksgiving Day (Fourth Thursday in November)  
Christmas Eve Day (December 24)  
Christmas Day (December 25)  
New Year's Eve Day (December 31)

- 32. Warranty.** Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Contractor ("Contractor Equipment"), Contractor's warranty is as set forth in Section 29 of the Master Agreement, Contractor's response to the solicitation, and the Participating Addendum. PURCHASING ENTITY ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN AND THEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE CONTRACTOR EQUIPMENT. In connection with any other Product sale, Contractor shall transfer to Purchasing Entity any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Contractor to Purchasing Entity upon Purchasing Entity's written request. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARTICIPATING ADDENDUM, CONTRACTOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS PARTICIPATING ADDENDUM OR ANY PO, OR THE SUBJECT MATTER HEREOF, OR THE USE OR PERFORMANCE OF THE CONTRACTOR EQUIPMENT OR THE LOSS OF USE OF THE CONTRACTOR EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH

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DAMAGES. CONTRACTOR'S TOTAL AGGREGATE LIABILITY TO ANY PURCHASING ENTITY, IF ANY, UNDER ANY PO, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO CONTRACTOR THEREUNDER DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO ANY PURCHASING ENTITY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED UNDER AN PO, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THE PO. CONTRACTOR ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED UNDER A PO DOES NOT INCLUDE ANY SUCH SERVICES. Purchasing Entity must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid database subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier of the software ("Software Supplier"). Contractor has no right, title or interest in any third-party software. Purchasing Entity is solely responsible for negotiating terms and entering into Software Licenses with the applicable Software Supplier. Contractor transfers to Purchasing Entity, for the term of each PO for lease or rental, any written warranties and the benefit of any indemnities made by the manufacturer or Software Supplier with respect to the Product leased or rented pursuant to such PO.

- 33. Security of Premises, Equipment, Data and Personnel.** During the performance of services under this Participating Addendum, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the Purchasing Entity. The Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the State, in accordance with the instruction of the State. The Contractor shall be responsible for damage to the State's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the negligence or willful misconduct of Contractor, Contracted Personnel, or Subcontractors, and shall reimburse the Purchasing Entity accordingly upon demand. This remedy shall be in addition to any other remedies available to the State by law or in equity.

The Purchasing Entity and Contractor are both responsible for ensuring its own compliance with legal requirements in connection with data retention and protection.

Contractor does not provide legal advice or represent that the Serviced Products will guarantee compliance with such requirements.

- 34. Assignment/Transfer.** Except with respect to subcontracting or performance of services by an Authorized Service Provider, Contractor may not subcontract or assign its interest, obligations, or payments under this Participating Addendum without the express prior written consent of the Participating State primary contact or designee. The Participating State reserves the right to withhold approval of any such assignment, such approval not to be unreasonably withheld. The terms and conditions of this Participating Addendum as well as any rights, obligations and liabilities associated with such shall survive any and all assignments, mergers, or acquisitions by a third party until cancelled in writing by both parties. If a Purchasing Entity agrees to an assignment of interest, obligation or payment in error, it will be considered null and void and the contract terms and conditions will prevail.

The manufacturer shall not assign its rights, duties, or payments unless the Participating State receives notice of such assignment in writing which such notice may be in the form on an invoice from the assignee.

- 35. Termination; Cancellation.**
- a. The Participating State reserves the right to cancel this Participating Addendum if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for

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- collection of sales and use tax and does not cure such failure within thirty (30) days of receipt of notice.
- b. The Participating State also reserves the right to cancel this Participating Addendum with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
  - c. The Participating Addendum may be canceled by the Participating State at any time, with or without cause, upon 30 days written notice to the Contractor. The Participating Addendum may be cancelled by the Contractor upon 60 days written notice to the Participating State. Cancellation may be in whole or in part.
  - d. The Participating State reserves the right to cancel in whole or in part without penalty due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this Participating Addendum that remains uncured following thirty (30) days of receipt of notice of such failure.
  - e. In the event the Contractor is in default following the expiration of a thirty (30) day cure period, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law.
  - f. In the event of a cancellation of this Participating Addendum, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.
  - g. The Purchasing Entity may terminate a specific Purchase Order issued under this Participating Addendum if the Contractor is unable to render the services or provide the Products required in a timely manner in accordance with the terms of the PO, in order to meet the business needs of the Purchasing Entity, which inability shall remain uncured following thirty (30) days written notice to the non-performing party.
- 36. Default.** Default under this Participating Addendum is when either Party fails to perform material obligations and such default remains uncured following thirty (30) days written notice to the non-performing party.
- 37. Transition Services.** Upon cancellation, termination, or expiration of this Participating Addendum for any reason, the Contractor shall provide such reasonable cooperation, assistance and Services, and shall assist the Purchasing Entity and/or Participating State in the migration of the services to the Purchasing Entity's control or to the control of an alternative contractor upon written notice to the Contractor at least thirty (30) Business Days prior to termination or cancellation, and subject to the terms and conditions set forth herein. Notwithstanding the foregoing, such transition services period shall not continue beyond a ninety (90) day period after the effective date of any termination and Contractor shall only be responsible for providing such services as long as the Purchasing Entity and/or Participating State is paying for such Products and services. This Participating Addendum shall automatically be extended by the number of days that training or continued Services are necessary to be performed in order to complete the transition. The Contractor's Services required to complete the transition after the notice set forth herein shall be within this Participating Addendum's scope and shall not be the subject of any change order.
- 38. Cooperation with Other Contractors.** In the event that the Purchasing Entity enters into a contract with another contractor for additional Services, the Contractor shall ensure that Contractor personnel fully cooperate with such other contractor. Contractor personnel shall not commit any act that interferes with the rendering of services by any other contractor or by the Participating State. Contractor personnel shall cooperate with Purchasing Entity and Participating State personnel, hardware manufacture representatives, system software suppliers, and communications systems suppliers in the provision of services.
- 39. Severability.** If any provision of this Participating Addendum is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Participating Addendum shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.

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40. **Contract Dispute Resolution.** In the event of any unresolved dispute or disagreement between the parties under this Participating Addendum, whether with respect to the interpretation of any provision of the terms and conditions, or with respect to the performance of either party hereto, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's highest executive authority Contractor's VP of Public Sector and the equivalent executive authority within the Participating Entity, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.
- (a) **No Termination or Suspension of Services.** If any problem or dispute arises between the parties, in no event nor for any reason and unless and until authorized by a court of competent jurisdiction, shall Contractor interrupt the performance of the services or any other obligation hereunder, disable any equipment used in the services, or perform any other action that prevents, slows down, or reduces in any way the performance of the services or the Purchasing Entity's ability to conduct its business; provided that Purchasing Entity is making payment for all Products and services during the period of any such dispute.
41. **No Guarantee of Quantity.** The Purchasing Entity may obtain related Products and services from other sources during the term of this Participating Addendum. The Participating State makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Products will be procured through this Participating Addendum.
42. **State Employees.** The Contractor may not contract with or employ a Participating State employee or an individual retained as a full-time contractor by Participating State during the term of this Participating Addendum.
43. **Time is of the Essence.** Timely provision of Products required under this Participating Addendum shall be of the essence of the Participating Addendum, including the provision of Products within the time agreed or on a date specified.

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Participating State Modifications or Additions to Master Agreement

In addition to the terms set forth in the Participating Addendum, the following additional terms shall also apply to all service transactions.

1. **Rendering of Services.** The Contractor shall render services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the requirements set forth in the Participating Addendum and a Purchase Order. The Purchasing Entity and/or Participating State may inspect, observe and examine the performance of the services rendered on the Purchasing Entity's premises at reasonable times, without notice. If the Purchasing Entity notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Participating Addendum requirements for any reason other than as a result of the Purchasing Entity's default or negligence, the Contractor shall at its own expense re-schedule and perform the work correctly within such reasonable times as the Purchasing Entity specifies. This remedy shall be in addition to any other remedies available to the Purchasing Entity and/or Participating State by law or in equity.
2. **Contractor Personnel.**
  - a. **Identification.** If requested by the Purchasing Entity, the Contractor shall provide a list of the names and addresses of all Contractor's employees, Contractor personnel, or subcontractor's employees who may at any time require admission to the Purchasing Entity's premises in connection with the rendering of services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Participating Addendum, and other particulars as the Purchasing Entity may require. The Purchasing Entity reserves the right to refuse to admit to the Purchasing Entity's premises any person employed or contracted by the Contractor whose admission, in the sole opinion of the Purchasing Entity, would be undesirable.
  - b. **Identification of Contracted Personnel.** The Contractor shall furnish each Contractor personnel with a means of identifying themselves as agents, subcontractors, or employees of the Contractor assigned to perform services under the Participating Addendum, and furnish the Purchasing Entity with security credentials on these Contractor personnel, if requested.
  - c. **Background or Criminal History Investigation.** When the Purchasing Entity business needs require a background or criminal history investigation, and prior to the commencement of any services under this Participating Addendum, the Purchasing Entity may request that Contractor provide a certification that a background or criminal history investigation of Contractor personnel, and subcontractor's employees, who will be providing services to the Purchasing Entity under the Participating Addendum has been performed on such personnel through either (a) Contractor's standard pre-employment screening processes or (b) a screening requested by the Purchasing Entity. If any of the stated personnel providing services to the Purchasing Entity under this Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history results, the Purchasing Entity may request immediate replacement of the person. If a replacement is not possible the Participating Entity may terminate any related Purchase Order. Purchasing Entity may not request that Contractor take action because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.
3. **Repair or Service Refusal; Replacement Parts.**
  - a. Contractor will repair or replace in accordance with the terms and conditions of the Participating Addendum and the manufacturer's specifications any part of the Products being services under an Purchase Order ("Serviced Products") that becomes unserviceable due to normal usage (other than consumable supplies).

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- b. If the Purchasing Entity refuses repair or Serviced Products repair, a statement shall be placed in writing from the Purchasing Entity to Contractor as such. In an event where the Purchasing Entity does not permit Contractor to repair or replace the Serviced Products, such action shall excuse Contractor from any and all future performance hereunder.
  - c. Replacement parts on leased or rental machines will be furnished on an exchange basis and will be new, reconditioned or used. Replacement parts for Purchasing Entity-owned equipment will be furnished as new equipment unless the Purchasing Entity accepts in writing replacement parts which are not new in exchange for an additional discount for such reconditioned or used parts, and to the extent such reconditioned or used parts will not adversely impact machine performance as determined by the operation of the machine in accordance with manufacturer's specifications.
  - d. Except for hard drives on Purchasing Entity-owned equipment, all parts on leased or rental equipment removed due to replacement will become the property of the Contractor. Except for hard drives on Purchasing Entity-owned equipment, all parts on Purchasing Entity-owned equipment removed due to replacement may become the property of the Contractor if the Purchasing Entity does not want the equipment removed.
- 4. Services not included under the Participating Addendum.** The Services provided by Contractor under an Purchase Order will not include the following:
- a. Contractor is responsible for communicating to the Purchasing Entity prior to a transaction any equipment requirements. Repairs resulting from Purchasing Entity misuse (including without limitation intentional improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the intentional failure to provide, adequate electrical power, air conditioning or humidity control;
  - b. Repairs made necessary by service performed by persons other than Contractor representatives;
  - c. Service calls or work which Purchasing Entity requests to be performed outside of Normal Business Hours (unless covered under an extended hour service contract) and service calls or work which Purchasing Entity requests to be performed on State Observed Holidays;
  - d. Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products;
  - e. Consumable paper supplies, unless expressly provided for in an Purchase Order;
  - f. Repairs and/or service calls resulting from accessories not purchased from Contractor;
  - g. Any software, system support or related connectivity unless specified in writing by Contractor;
  - h. Parts no longer available from the applicable manufacturer;
  - i. Electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits;
  - j. Installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Contractor; and
  - k. Repairs of damage or increase in service time caused by force majeure events. Damage to Serviced Products or parts arising from causes beyond the control of Contractor are not covered by this Participating Addendum.

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3. **Service Termination.** Contractor may terminate its Service obligations under any Purchase Order at no additional cost to the Purchasing Entity for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those authorized to perform service under this Participating Addendum.
4. **Service Calls.** Service calls will be made during Normal Business Hours. Purchasing Entity and Contractor can agree upon any exceptions in writing in advance before Contractor order acceptance or anytime thereafter. Service does not include coverage on State Observed Holidays. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on State Observed Holidays, if and when available and only in the event and to the extent that Contractor agrees to provide such non-standard coverage, will be charged at overtime rates per the Master Agreement in effect at the time the service call is made. Purchasing Entity is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.
5. **Use of Recommended Supplies; Meter Readings.**
  - a. It is not a condition of this Participating Addendum that Purchasing Entity use only Contractor-provided supplies. If Purchasing Entity uses other than manufacturer-recommended supplies, including developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Product or cause abnormally frequent service calls or service problems, then Contractor may, at its option, assess a surcharge or terminate the applicable Purchase Order with respect to such Serviced Product. If so terminated, Purchasing Entity will be offered Service on a "Per Call" basis at Contractor's contract time and material rates.
  - b. Purchasing Entity agrees to provide Contractor true and accurate meter readings monthly and in any reasonable manner requested by Contractor, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Contractor reserves the right to estimate the meter readings from previous meter readings and Purchasing Entity agrees to pay service charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings.
  - c. As part of its services and upon written mutual agreement between Purchasing Entity and Contractor, Contractor may 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 Serviced Product failure and may enable firmware upgrades. The Purchasing Entity may choose to discontinue electronic meter reading and equipment monitoring services with 30 days written notice. All Purchasing Entity data collected from such meter collection methods shall be available to the Purchasing Entity as mutually agreed upon.
  - d. The meter count and other information collected by @Remote ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. @Remote cannot and does not collect Purchasing Entity document content or user information. Contractor uses reasonably available technology to maintain the security of the Data; however, Purchasing Entity acknowledges that no one can guaranty security of information maintained on computers and on the internet. Contractor retains full rights to the Data (but not Purchasing Entity documents or information), which it or its authorized third parties may use to service the Serviced Products. Contractor may also use the Data for its normal business purposes including product development and marketing research; however, the Data will not be provided to market research consultants in a form that personally identifies the Purchasing Entity nor will such data be sold. Contractor may dispose of the Data upon following Wisconsin Statutes Chapter 19, Subchapter II, Public Records and Property and with notice to the Purchasing Entity. The @Remote technology is the confidential and proprietary information of Contractor and/or its licensors protected by copyright, trade secret and other laws and treaties. Contractor retains full title, ownership and all intellectual property rights in and to @Remote.



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6. **Basic Connectivity Services.** If any software, system support or related connectivity services are specifically set forth on a Purchase Order and accepted by Contractor, Contractor shall provide any such services at the Purchasing Entity's location set forth in the Purchase Order, as applicable, or on a remote basis. Purchasing Entity shall provide Contractor with such access to its facilities, networks and systems as may be reasonably necessary for Contractor to perform such Services. Purchasing Entity shall provide any special security requirements for the location prior to service. Purchasing Entity acknowledges that Contractor's performance of any such services is dependent upon Purchasing Entity's timely and effective performance of its responsibilities as set forth in the Purchase Order, as applicable. Unless connectivity services are specifically identified in the Purchase Order as part of the services to be performed by Contractor, Contractor shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Purchasing Entity network or system.
7. **Purchasing Entity Obligations.** Purchasing Entity agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Purchasing Entity will provide adequate facilities (at no charge) for use by Contractor representatives in connection with the service of the Serviced Products under a Purchase Order within a reasonable distance of the Serviced Products. Purchasing Entity agrees to provide appropriate access to its facilities, networks and systems as may be reasonably necessary for Contractor to perform its services. Prior to service, Contractor may request the Purchasing Entity to allow the Contractor for "360 degree" service access to the Serviced Products. Purchasing Entity will provide a key operator for the Serviced Products and will make identified key operators or their designees available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Contractor in writing or designated in the applicable Purchase Order, all supplies for use with the Serviced Products will be provided by Purchasing Entity and will be available "on site" for servicing.

**The following terms shall apply to all Product sale transactions.**

8. **Delivery; Acceptance.** Purchasing Entity agrees to confirm delivery of all Products covered by each Purchase Order when the same is delivered by signing a delivery acknowledgement. By signing a delivery acknowledgement, it is not certifying acceptance of the equipment. Unless otherwise agreed upon by both parties in writing, signing the delivery acknowledgement only certifies equipment has arrived to the location delivered. Once equipment is installed and successfully operational, the Purchasing Entity shall sign an acceptance certificate which shows acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Purchasing Entity agrees to sign and return to Contractor the acceptance certificate (which, at mutual agreement, may be done electronically) within three (3) business days after any Product is installed.

Purchase Orders may be cancelable by Purchasing Entity following acceptance by Contractor per the terms of the Participating Addendum. Contractor reserves the right to make Product deliveries in installments. All such installments shall be invoiced and paid for when all delivery and installation are completed so that Purchasing Entity can accept equipment. Delay in delivery of any installment may relieve Purchasing Entity of its obligation to accept remaining installments and may temporarily relieve the obligation to remit payments as invoiced by Contractor for any equipment that has yet to be delivered and shall be reviewed on a case-by-case basis. Contractor reserves the right at any time to revoke any credit extended to Purchasing Entity because of Purchasing Entity's failure to pay for any Products when due per the terms of this Participating Addendum.

9. **Returns; Damaged Products.** No Products may be returned without Contractor's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. Products returned without written authorization from Contractor may not be accepted by Contractor and is the sole responsibility of Purchasing Entity. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Purchasing Entity. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Contractor within ten (10) business days after receipt of Products.

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**1. Purchasing Entity Level SLA**

**1.1 Purpose**

The Service Level Agreement defines service levels; credits or other payments for the deficient performance of the service levels; as well as provides the Purchasing Entity with a defined replacement process for equipment performing below expectations.

**1.2 Purchasing Entity Service Level Agreement**

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

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

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

Contractors are to maintain a service log for each machine serviced describing maintenance and repair services provided. A no-cost copy of service logs/reports must be provided to the Purchasing Entity and/or the Contract Administrator within five (5) working days of request.

**1.3 Calculation of Service Level Points**

Once per quarter, Contractor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart for each Purchasing Entity. These points will be added to produce a total Service Level score for the Purchasing Entity. This point schedule provided will be used to determine if a credit will be applied. The credit can be up to 4% of the previous quarter's service and supplies billing (expressed as a percentage). Exhibit A defines the Normal Business Day and State Observed Holidays.

**1.3.1 Downtime calculation**

**1.3.1.1 Calculation for operations open during the Normal Business Day**

A calendar month consists of all Normal Business Days during that month Monday through Friday, with the exception of State Observed Holidays.

The total number of machine downtime Normal Business Days in the month shall be calculated as the number of Normal Business Days the machine was down (unable to perform one or more of its specified functions from the time the Purchasing Entity places a call to the time when the machine is running as intended with all features and making usable copies) during the monthly period. The Normal Business Days are counted as whole numbers, starting on the first full business day or with a day that has more than five (5) business hours remaining. A partial day does not count within the Normal Business Day when it is five (5) business hours or less.

Downtime is calculated from the time the Purchasing Entity places the call, receives a service confirmation ticket number, and ends when the machine is up and running, and is based on the machine being inoperative, the copies/pages made are unusable, or, a major feature is not

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usable (i.e. document feeder, auto duplexing, finisher). The downtime is the period of time a piece of equipment is waiting for service to be completed and operational. The State and/or Purchasing Entity is the sole judge of what is considered downtime.

**1.3.1.2 Calculation for operations open 7 days a week, 24 hours per day, 365 days per year.**

A calendar day, for purposes of operation hours and calculation in this section, is measured from 12:00am to 11:59pm Central Time.

A calendar month consists of all calendar days during that month and includes State Observed Holidays.

The total number of machine downtime, measured in calendar days in the calendar month, shall be calculated as the number of calendar days, excluding State Observed Holidays, the machine was down (unable to perform one or more of its specified functions from the time the Purchasing Entity places a call to the time when the machine is running as intended with all features and making usable copies) during the monthly period. The calendar days are counted as whole numbers, even if the calendar day was partially down.

Downtime is calculated from the time the Purchasing Entity places the call, and ends when the machine is up and running, and is based on the machine being inoperative, the copies/pages made are unusable, or, a major feature is not usable (i.e. document feeder, auto duplexing, finisher). The downtime is the period of time a piece of equipment is waiting for service to be completed and operational.

**1.3.2 Average Uptime Percent Calculation**

**1.3.2.1 Calculation for operations open during the Normal Business Day**

A calendar month consists of all Normal Business Days during that month Monday through Friday, with the exception of State Observed Holidays.

Step 1: The monthly calculation is as follows:

**Average Uptime Percent =**  
[(total monthly Normal Business Days)  
*minus*  
(total number of machine downtime Normal Business Days)  
*divided by*  
(total monthly Normal Business Days available)]  
*multiplied by*  
100.

Step 2: To report quarterly, each monthly Average Uptime Percent is added together for 3 sequential calendar months and divided by 3.

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**1.3.2.2 Calculation for operations open 7 days a week, 24 hours per day, 365 days per year.**

A calendar day, for purposes of operation hours and calculation in this section, is measured from 12:00am to 11:59pm Central Time.

A calendar month consists of all calendar days during that month and includes State Observed Holidays.

Step 1: The monthly calculation is as follows:

**Average Uptime Percent =**

[(total calendar days in a calendar month including State Observed Holidays)

*minus*

(total number of machine downtime calendar days including State Observed Holidays)

*divided by*

(total monthly calendar days available including State Observed Holidays)]

*multiplied by*

100.

Step 2: To report quarterly, each monthly Average Uptime Percent is added together for 3 sequential calendar months and divided by 3.

**1.3.2.3 Calculation for an operation with both operation types noted in 1.3.2.1 and 1.3.2.2**

Step 1: The Purchasing Entity and Contractor must agree prior to calculation the percentage of operations reflecting operations open during the business day and the percentage of operations reflecting equipment with operations open 7 days a week, 24 hours per day, 365 days per year. The total percent for all operations shall be 100%

Step 2: The calculated total in 1.3.2.1 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open during the business day.

The calculated total in 1.3.2.2 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open 7 days a week, 24 hours per day, 365 days per year.

Each calculated total for each operation will be totaled to determine the average uptime percent for a quarter.

**1.3.3 Average On-Site Response Time Calculation**

The Purchasing Entity shall receive a call back within one hour of placing a service call. The On-Site Response Time starts from the time the original service call into the Contractor is received from the Purchasing Entity and the time the Contractor arrives on-site prepared to make any repairs, part installations, equipment modifications and equipment configuration changes.

**1.3.4 First Time Fix Percent Calculation**

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The First Time Fix is defined as the measurement of a successful service and technical support call is defined by the dealer's or manufacturer's ability to remedy the underlying issue on the first service call. This measurement shall be that no other service calls are placed for the same issue within a 90 day period of time.

**1.3.4.1 Calculation for operations open during the Normal Business Day**

A calendar month consists of all Normal Business Days during that month Monday through Friday, with the exception of State Observed Holidays.

Step 1: The monthly calculation is as follows:

**First Time Fix =**

[(total monthly Normal Business Days)

*minus*

(total number of machine downtime Normal Business Days for First Time Fix excluding weekends and State Observed Holidays)

*divided by*

(total available monthly Normal Business Days for First Time Fix excluding weekends and State Observed Holidays)]

*multiplied by*

100.

Step 2: To report quarterly, each monthly First Time Fix Percent is added together for 3 sequential calendar months and divided by 3.

**1.3.4.2 Calculation for operations open 7 days a week, 24 hours per day, 365 days per year.**

A calendar day, for purposes of operation hours and calculation in this section, is measured from 12:00am to 11:59pm Central Time.

A calendar month consists of all calendar days during that month and includes State Observed Holidays.

Step 1: The monthly calculation is as follows:

**First Time Fix =**

[(total monthly calendar days)

*minus*

(total number of machine downtime calendar days for First Time Fix including State Observed Holidays)

*divided by*

(total available monthly calendar days for First Time Fix including State Observed Holidays)]

*multiplied by*

100.

Step 2: To report quarterly, each monthly First Time Fix Percent is added together for 3 sequential calendar months and divided by 3.

**1.3.4.3 Calculation for an operation with both operation types noted in 1.3.4.1 and 1.3.4.2**

Step 1: The Purchasing Entity and Contractor must agree prior to calculation the percentage of operations reflecting operations open during

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the business day and the percentage of operations reflecting equipment with operations open 7 days a week, 24 hours per day, 365 days per year. The total percent for all operations shall be 100%

Step 2: The calculated total in 1.3.4.1 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open during the business day.

The calculated total in 1.3.4.2 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open 7 days a week, 24 hours per day, 365 days per year.

Each calculated total for each operation will be totaled to determine the First Time Fix percent for a quarter.

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**Service Level Points**

	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
<b>Average Uptime</b>	96% or Higher	95.9% to 95.5%	95.4% to 95%	94.9% to 94%	93.9% or lower
<b>Possible Points</b>	4	3	2	2	0
	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
<b>Average On-Site Response Time (in Hours)</b>	4 or Less	4.1 to 5	5.1 to 6	6.1 to 7	7.1 or more
<b>Possible Points</b>	4	3	2	2	0
	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
<b>First Time Fix</b>	80% or Higher	79.9% to 70%	69.9% to 60%	59.9% to 50%	Less than 50%
<b>Possible Points</b>	4	3	2	2	0

**1.4 Credit Level**

	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
<b>Total Score in Total Points for Average Uptime, Average On-Site Response Time and First Time Fix.</b>	12 – 10	9 – 7	6 – 4	3 – 1	0
<b>Credit as a percentage of quarterly service and supplies billings</b>	0%	2.5%	3.0%	3.5%	4.0%

The points are calculated per Section 1.3 and totaled together for the billing period.

As calculated on a quarterly basis, the credit shall be applied to the Purchasing Entity as a credit on the following period's service and supplies invoice.

Example(s):

- If a machine is below target 4, then an invoice credit will be applied at a value of 4% of the monthly invoice service and supplies billing for the Purchasing Entity.
- If a machine is at the target level, then no credit is required for the billing.

**1.5 Equipment Performance**



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Contractor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Devices	Segments	Quarterly Uptime
A	Convenience Copiers Up to 90 CPM	All	96%
B	Production Copiers 91 CPM +	All	96%
C	Wide Format Devices	All	96%

If any unit fails to maintain this level of performance between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Purchasing Entity's discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, Contractor will be allowed ninety (60) sixty to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Purchasing Entity remaining current with supplier's payment requirements. The 96% uptime requirement shall not apply to Kodak units whose uptime depends, in large part, on the operator's efficiency in replacing operator replaceable components.

**1.6 Additional Contractor Guarantees**

**1.6.1 Training** – On-going training as requested by the Purchasing Entity to be performed within ten (10) business days of requested date for on-site training and two (2) hours for phone/technical support. If the Purchasing Entity agrees upon online training in lieu of onsite training, such agreement shall be noted in writing. An invoice credit of \$50 per incident that does not meet the turnaround time specified above to be credited to the Purchasing Entity on the next service bill.

**1.6.2 Loaner Unit/Backup Production** – If any unit is inoperable for a period in excess of 72 hours, Contractor shall provide the Purchasing Entity with either:

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

**1.6.3 Invoicing** – With respect to service billing and invoicing, Contractor shall maintain timely, accurate invoicing, less service run impressions, as defined below. If upon a 30-day cure period the Contractor does not correct the issue, failure on the Contractor's part to maintain these levels as defined shall result in a service invoice credit of \$50.00 per billing cycle per machine with incorrect invoice issues. The charge will show as a

**PARTICIPATING ADDENDUM  
SERVICE LEVEL AGREEMENT  
COPIERS, PRINTERS & RELATED DEVICES 14-19**

Exhibit C - Ricoh USA, Inc.  
15-60042-151

credit on the following service invoice or as mutually agreed upon between the Contractor and Purchasing Entity.

Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25 <sup>th</sup> of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for miss-billing, including Contractor inaccurate information based on what the Purchasing Entity has provided in writing prior to the invoicing.
Service Impressions	Contractor will credit all service run impressions within the same billing cycle

**2. Reporting and Billing**

- 2.1 **Timely Reporting** – Contractor shall produce reporting for the State per the schedule below from the closing of the reporting period. Failure to do so will result in an invoice credit of \$5.00 per work day beyond the due date.

<u>Period End</u>	<u>Report Received By or Before</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

- 2.2 **Accuracy of Reporting** – The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party. If errors are found, the Contractor must reimburse the State for the cost of the auditor.
- 2.3 **Accuracy of Billing** – The State may request at any point proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party at the cost of the Contractor. If errors are found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any billing errors.
- 2.4 **Credits or Other Payments** – All credits or other payments under this, section two (2) of the Service Level Agreement, shall be payable to the State. If only the Participating Entity is impacted by the issue requiring credit, the payment shall be payable to the Participating Entity.