

**University of California (UC)**

**Contract # 2021002788** *for*

Print Goods and Services

*with*

**Ricoh USA, Inc.**

Effective: January 26, 2021

The following documents comprise the executed contract between the University of California, Office of the President and Ricoh USA, Inc., effective January 26, 2021:

- I. Executed Purchasing Agreement
- II. Supplier's Response to the RFP, incorporated by reference.



# UNIVERSITY OF CALIFORNIA

## Purchasing Agreement # 2021002788

The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Ricoh USA, Inc.

### 1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

### 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **1/26/21** and through **1/25/26** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for 5 (five) successive 1 (one) -year periods (each, a Renewal Term), by providing Supplier with at least 15 calendar days' written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice. Notwithstanding the foregoing, any termination of the Agreement shall not affect any individual agreements (including any lease agreements) the Supplier (or any permitted assignee) has in place with participating agencies prior to the effect date of the termination of the Agreement.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

### 3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

### 4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

All invoices must clearly indicate the following information:

- a. California state and local sales tax as a separate line item (if applicable), including the rate employed.
- b. Purchase Order or Release Number and the Agreement Number
- c. Description and Quantity, of the Products and Support ordered
- d. Net Cost of each item
- e. Any applicable discount(s)
- f. Reference to original order and invoice number for all credit invoices issued
- g. Original order and invoice number for all credit invoices issued

- h. On invoices for impressions or overage: for each device, (1) the number of impressions and the impression rate, (2) the number of overage impressions and the impression overage rate, and (3) the taxable amount of these impressions or overage. Tax is NOT to be included for labor or technical service charges.
  - i. Start and end meter counts for each device.
1. Maintenance charges must be invoiced on separate invoices from lease or purchase charges for UC transactions only..
  2. If a UC Location has an MFD/Printer Fleet management program, individual device maintenance invoices and individual device lease invoices must be consolidated into separate summary invoices.
  3. Invoices shall NOT contain line items for training, delivery, or other charges not expressly detailed in this RFP.
  4. Supplier will provide a designated contact for billing/invoicing questions and issues. This contact must be available 8-5 PST/PDT, Monday-Friday.
  5. Invoices will be submitted directly to the UC Locations' Accounting Departments unless:
    - a. The MFD/Printer Fleet management program at the UC Location requests invoices from Bidder be sent directly to the program, or
    - b. The Supplier is notified otherwise by Amendment to the Agreement.
  6. Usage billing and Meter Reading:
    - a. Meter readings may not be estimated for use in invoicing, unless approved by the end user
    - b. Service meters may not be used for invoicing, unless approved by the end user
    - c. If meters are supplied monthly by MFD/Printer Fleet management programs, these meters must be the basis for maintenance invoicing.

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

## 5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

<b>Name</b>	David Rusting
<b>Phone</b>	510-987-0086
<b>Email</b>	David.rusting@ucop.edu
<b>Address</b>	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

<b>Name</b>	Noelle Vidal
<b>Phone</b>	510.987.0725
<b>Email</b>	<a href="mailto:noelle.vidal@ucop.edu">noelle.vidal@ucop.edu</a>

<b>Address</b>	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

<b>Name</b>	Monte Ratzlaff
<b>Phone</b>	51-987-0858
<b>Email</b>	<a href="mailto:Monte.ratzlaff@ucop.edu">Monte.ratzlaff@ucop.edu</a>
<b>Address</b>	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding contract issues not addressed above:

<b>Name</b>	Michael Wegmann
<b>Phone</b>	510-987-0428
<b>Email</b>	<a href="mailto:Michael.wegmann@ucop.edu">Michael.wegmann@ucop.edu</a>
<b>Address</b>	260 Cousteau Place Suite 150
	Davis, CA 95618

To Supplier:

<b>Name</b>	Mike Stowell
<b>Phone</b>	913-485-6852
<b>Email</b>	<a href="mailto:Mike.Stowell@ricoh-usa.com">Mike.Stowell@ricoh-usa.com</a>
<b>Address</b>	300 Eagleview Blvd, Ste. 200
	Exton, PA 19341

<b>Name</b>	Steve Bissey
<b>Phone</b>	610-853-2344
<b>Email</b>	<a href="mailto:Steve.Bissey@ricoh-usa.com">Steve.Bissey@ricoh-usa.com</a>
<b>Address</b>	300 Eagleview Blvd, Ste. 200
	Exton, PA 19341

<b>Name</b>	Todd Marron
<b>Phone</b>	971-217-3421
<b>Email</b>	<a href="mailto:Todd.Marron@ricoh-usa.com">Todd.Marron@ricoh-usa.com</a>
<b>Address</b>	300 Eagleview Blvd, Ste. 200
	Exton, PA 19341

## 6. Intellectual Property, Copyright and Patents

/\_\_\_/ The Goods and/or Services involve Work Made for Hire

/\_\_X\_/ The Goods and/or Services **do not** involve Work Made for Hire

## 7. Patient Protection and Affordable Care Act (PPACA)

☐ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

☒ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

## **8. Prevailing Wages**

☒ Supplier is not required to pay prevailing wages when providing the Services.

## **9. Fair Wage/Fair Work**

☐ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

## **10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts**

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

## **11. Insurance**

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Ricoh USA, Inc.

## **12. Cooperative Purchasing**

Supplier agrees to extend for Goods and/or Services to participating agencies (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement, subject to Section 16 below. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC’s responsibility except as outlined in the above referenced Request for Proposal “RFP – Print Goods and Services – UC Systemwide.” Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

## **13. Service-Specific and/or Goods-Specific Provisions**

See SOW

## **14. Records about Individuals**

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of

access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

## **15. Amendments to the UC Terms and Conditions:**

*The UC terms and Conditions of Purchase Dated 2/27/2020 are hereby Amended as follows:*

**Article 2. C.** Last sentence is added as follows:

Such termination of the Agreement does not terminate any Order or Lease executed prior to such termination date and the terms of this Agreement shall extend to such Orders or Lease until they separately are terminated or expire.

Article 4. is amended to read in full as follows:

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places prior to acceptance. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. For delivered and installed Goods, if UC does not reject within five (5) business days of such installation, the Goods will be deemed to be accepted. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects fraud or such gross mistakes as amount to fraud.

Article 7 B. 1. Is amended in full to read as follows:

If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest and such Deliverables are not accompanied with a specific end user license agreement, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables. If such Deliverables are accompanied with a specific end user license agreement for their use, then UC's license is exclusively set forth in such end user license agreement

Article 7 B. 3 is amended in full to read as follows:

Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with creating unique Deliverables for UC under the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.

Article 7 C. is amended in full to read as follows:

General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is

threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality, or (iii) provide UC a credit for the then depreciated cost of the Goods subject to such claims. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

Article 8 – First Paragraph is amended in full to read as follows:

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind arising from third party claims resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

Article 9 G. is amended in full to read as follows:

Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such cancellation, and will promptly obtain replacement coverage that complies with this Article.

The Appendix – General Data Protection Regulation *Dated 8/21/2019 are hereby Amended as follows:*

First Paragraph – is amended to add paragraph after first paragraph as follows:

Notwithstanding the foregoing, as of the Effective Date, none of the Services involve any apparent Processing of Data governed by the GDPR. Without limiting the generality of the foregoing, the Data will pertain to data subjects located within the United States and be collected stored and Processed within the United States, with exceptions that will be known to, and controllable solely by, UC in its role as the Controller. Accordingly, Supplier will provide the Services in compliance with applicable privacy laws and regulations. If and to the extent the Services involve Processing of Data governed by the GDPR, this Appendix will apply to the extent it is reasonable and proportionate with respect to that Processing. This Appendix will not otherwise apply to the Agreement, any of the Services, or have any other force or effect.

The Appendix – Data Security *Dated 8/12/2019 are hereby Amended as follows:*

Article 1 A. is amended to Add last sentence as follows:

Notwithstanding anything to the contrary, the requirements herein shall apply only to the extent reasonable and applicable to the services provided by the Supplier under an order to this Agreement.







# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

### ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

### ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

### ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.



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## Terms and Conditions of Purchase

### ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

### ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not Oagain, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

### ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



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## Terms and Conditions of Purchase

1. It complies with California and federal disability laws and regulations; and
  2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
  3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
  2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
  3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

### ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Involving Work Made for Hire.
1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
  2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
  3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
  4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
  2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
  3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
  4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

### ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.





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### ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
  1. Each Occurrence \$ 1,000,000
  2. Products/Completed Operations Aggregate \$ 2,000,000
  3. Personal and Advertising Injury \$ 1,000,000
  4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
  1. P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
  2. P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
  3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
  4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates



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of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

### ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

### ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
  1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
  2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
  3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
  4. FAR 52.219-8, Utilization of Small Business Concerns;
  5. FAR 52.222-17, Non-displacement of Qualified Workers;
  6. FAR 52.222-21, Prohibition of Segregated Facilities;
  7. FAR 52.222-26, Equal Opportunity;
  8. FAR 52.222-35, Equal Opportunity for Veterans;
  9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
  10. FAR 52.222-37, Employment Reports on Veterans;
  11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
  12. FAR 52.222-41, Service Contract Labor Standards;
  13. FAR 52.222-50, Combating Trafficking in Persons;
  14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
  15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
  16. FAR 52.222-54, Employment Eligibility Verification;
  17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
  18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
  19. FAR 52.224-3, Privacy Training;
  20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
  21. FAR 52.233-1, Disputes; and
  22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at [www.ucop.edu/procurement-services/policies-forms/index.html](http://www.ucop.edu/procurement-services/policies-forms/index.html) is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:



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1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
  2. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
  4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
  2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
  3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
  4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

### ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

### ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.





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### ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

### ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

### ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

### ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.



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- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

### ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

### ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

### ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable



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for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
  1. Personally identifiable information,
  2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
  3. Medical information as defined by California Civil Code § 56.05,
  4. Cardholder data,
  5. Student records, or
  6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
    - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*);
    - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
    - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
    - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq.*);
    - e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), and
    - f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

### ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.



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### ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

(<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
  1. Uses bulk packaging;
  2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
  3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
  4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
  5. Uses locally recyclable or certified compostable material.
- D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

### ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
  1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
  2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
  3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.



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- B. If Supplier is not an Applicable Large Employer (as defined above):
1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
  2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

### ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

### ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC





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Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

### ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.



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Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

### **ARTICLE 27 – FORCE MAJEURE**

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

### **ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING**

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

### **ARTICLE 29 – NO THIRD-PARTY RIGHTS**

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

### **ARTICLE 30 – OTHER APPLICABLE LAWS**

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

### **ARTICLE 31 – NOTICES**

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

### **ARTICLE 32 – SEVERABILITY**

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

### **ARTICLE 33 – WAIVER**

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

### **ARTICLE 34 – AMENDMENTS**

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:



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- A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- C. Changes in the status of the parties;
- D. Changes in flow down terms from external parties; and
- E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

### ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

### ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

### ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

### ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX–GDPR.

### ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:





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- (a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- (b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

**ARTICLE 1. PURPOSE AND INTRODUCTION**

- A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.
- B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.
- C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:
  1. Developing and documenting a plan that protects Institutional Information and IT Resources.
    - Supplier must responsibly execute this plan.
    - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.<sup>1</sup>
    - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
  2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
  3. Updating its plan to effectively address new cybersecurity risks.
  4. Complying with pertinent contractual and regulatory responsibilities.
  5. Providing UC with evidence of compliance with Supplier's information security plan.
  6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
  7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

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<sup>1</sup> Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, ISO 27002, NIST SP 800-53 and NIST SP 800-171.

- D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.
- E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.
- F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

## ARTICLE 2. DEFINED TERMS

- A. **“Breach”** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.
- B. **“Illicit Code”** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, “back door,” “trap door,” “booby trap,” “dead drop device,” “data scrambling device,” or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.
- C. **“Institutional Information”** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.
- D. **“IT Resource”** means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. **“Major Change”** means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. **“Security Incident”** means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier’s administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

### ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

**ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES**

- A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.
- B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.
- C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.
- D. Updates to Exhibit 2 will occur as follows:
  - 1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.
  - 2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.
- E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.
- F. Supplier's Information Security Plan must:
  - 1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;
  - 2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;
  - 3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;
  - 4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;
  - 5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;
  - 6. Clearly document the cybersecurity responsibilities of each party;
  - 7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;
  - 8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;
  - 9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;
  - 10. Prevent unauthorized access to Institutional Information and IT Resources;
  - 11. Prevent unauthorized changes to IT Resources;
  - 12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;
14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and
15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

## ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

- A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.
- B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.
- C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

## ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

- A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
  1. When Major Changes happen.
  2. When Supplier becomes aware of a vulnerability that warrants a CVE<sup>2</sup> rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.
- B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
- C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

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<sup>2</sup> Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: [cve.mitre.org](https://cve.mitre.org)



**ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION**

- A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.
- B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (<https://security.ucop.edu/policies/institutional-information-disposal.html>) or an alternative approved by UC.
- C. Supplier will certify in writing to UC that such return and/or disposal has been completed.
- D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

**ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION**

- A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

**ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS**

- A. **Reporting of Breach or Security Incident:** If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:
1. Contacts for both technical and management coordination;

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
  3. The nature of the Breach and/or Security Incident;
  4. The Institutional Information and/or IT Resources affected;
  5. What Supplier has done or will do to mitigate any deleterious effect; and
  6. What corrective action Supplier has taken or will take to prevent future Security Incidents.
- B. Supplier will provide other information as reasonably requested by UC.
- C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.
- D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:
1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
  2. Remedying the Breach and/or Security Incident as quickly as circumstances permit;
  3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
  4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
  5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
  6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
  7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
  8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.
- E. **Breaches and Security Incidents – Corrective And Preventive Action:** As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:



1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
  2. Identification and description of the root causes; and
  3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.
- F. **Costs:** Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.
- G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

#### ARTICLE 10. ILLICIT CODE WARRANTY

- A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.
- B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.
- C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.
- D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.
- E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.
- F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.
- G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.
- H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

#### ARTICLE 11. BACKGROUND CHECKS

- A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4<sup>3</sup>, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

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<sup>3</sup> See Exhibit 1.

that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.



## Exhibit 1 – Institutional Information

### 1. Protection Level Classification<sup>1</sup>:

- ☐ Protection Level 1
- ☐ Protection Level 2
- ☐ Protection Level 3
- ☒ Protection Level 4

**Explanation:** [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

### 2. Institutional Information data element descriptors:

Select all data types that apply:

- A. ☒ Animal Research Data.
- B. ☒ Controlled Technical Information (CTI).
- C. ☒ Controlled Unclassified Information (CUI) – 800-171/NARA.
- D. ☒ Defense Department: Covered Defense Information (CDI).
- E. ☒ Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. ☒ GDPR personal data.
- G. ☒ GDPR special data.
- H. ☒ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
- I. ☒ Health Records subject to HIPAA Privacy or Security Rule (PHI).
- J. ☒ Human Subject Research Data.
  - 1. ☐ Identified.
  - 2. ☐ Anonymized.
- K. ☒ Intellectual property (IP), such as patents, copyright, or trade secrets.
- L. ☒ ITAR/EAR-controlled data.
- M. ☒ Payment card data (PCI, PCI DSS).
- N. ☒ Personally identifiable information – PII.
- O. ☒ Student data, whether or not subject to FERPA.

<sup>1</sup> For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- P. ☐ Other: \_\_\_\_\_
- Q. ☐ Other: \_\_\_\_\_
- R. ☐ Other: \_\_\_\_\_
- S. ☐ Other: \_\_\_\_\_

### 3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

#### Privacy (\* indicates data security requirements are also present)

- A. ☒ California Confidentiality of Medical Information Act (CMIA) \*.
- B. ☒ California Consumer Privacy Act (CCPA).
- C. ☒ California Information Practices Act (IPA).
- D. ☒ European Union General Data Protection Regulation (GDPR)\*.
- E. ☒ Family Educational Rights and Privacy Act (FERPA) \*.
- F. ☒ Federal Policy for the Protection of Human Subjects ("Common Rule").
- G. ☒ Genetic Information Nondiscrimination Act (GINA).
- H. ☒ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) \*.
- I. ☒ Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) \*.
- J. ☒ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
- K. ☒ The Fair and Accurate Credit Transaction Act (FACTA).
- L. ☒ The Fair Credit Reporting Act (FCRA).

#### Data Security

- M. ☒ Chemical Facility Anti-Terrorism Standards (CFATS).
- N. ☒ Defense Federal Acquisition Regulations (DFARS).
- O. ☒ Export Administration Regulations (EAR).
- P. ☒ Federal Acquisition Regulations (FARS).
- Q. ☒ Federal Information Security Modernization Act (FISMA).
- R. ☒ International Traffic in Arms Regulations (ITAR).
- S. ☒ Payment card data (PCI, PCI DSS).
- T. ☒ Toxic Substances Control Act (TSCA).
- U. ☐ Other: \_\_\_\_\_
- V. ☐ Other: \_\_\_\_\_
- W. ☐ Other: \_\_\_\_\_
- X. ☐ Other: \_\_\_\_\_

## Exhibit 2

# Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]



# UNIVERSITY OF CALIFORNIA

## Appendix – Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and Ricoh USA, Inc., Business Associate ("BA").

### RECITALS

- A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103
- B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.
- C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time, and similar requirements under California law.
- D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

### 1. DEFINITIONS

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

## 2. OBLIGATIONS OF BA

BA agrees to:

- A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.
- B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.
- C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.
- D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an “Incident”). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.
- E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.
- F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual’s designee, as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.524.
- G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.526.

- H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.528.
- I. Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC's compliance with HIPAA, HITECH and their implementing regulations.

### 3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

### 4. TERM AND TERMINATION

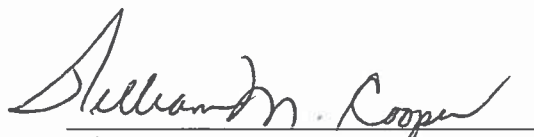
- A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.
- B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

- C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

The Appendix BAA is signed below by the parties' duly authorized representatives.

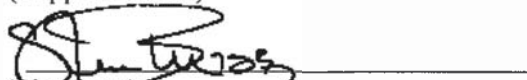
#### THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

  
(Signature)

William M. Cooper  
(Printed Name, Title)  
AVP + CPO  
8/2/19  
(Date)

#### BUSINESS ASSOCIATE

Ricoh USA, Inc.  
(Supplier Name)

  
(Signature)

Steven Bissey, Director, State & Local Government  
(Printed Name, Title)

1/28/21  
(Date)



## **Appendix - General Data Protection Regulation**

During the course of providing Services to, or on behalf of, UC pursuant to the Agreement between UC and Supplier dated \_\_\_\_\_, Supplier may process personal data as defined below. The Parties agree that with respect to the processing of personal data pursuant to the Agreement or this Appendix – General Data Protection Regulation (“Appendix GDPR”), UC is the data controller (and shall hereinafter be referred to as the “Controller”), and Supplier is the data processor (and shall hereinafter be referred to as the “Processor”). The Parties have agreed that the Processor will provide the Services to the Controller pursuant to and in accordance with the terms and conditions of the Agreement and this Appendix GDPR. In the event of a conflict between the terms of this Appendix GDPR and the Agreement or any amendment or appendix thereto, the terms of this Appendix GDPR shall govern. Supplier agrees to be bound by the obligations set forth in this Appendix GDPR. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix GDPR on any third party retained by Supplier to provide Services for or on behalf of UC.

### **A. Definitions**

Capitalized terms used but not defined in this Appendix GDPR will have the meanings set forth in the Agreement. The following terms shall have the meanings set forth herein:

1. **“Data”** means all personal data processed by (or on behalf of) the Processor for the Controller under or in connection with the Agreement, including in the provision of the Services. If Appendix DS applies to this Agreement, “Data” as used herein shall also be considered UC Institutional Information as defined in Appendix DS.
2. **“Data Subjects’ Rights”** means the rights of data subjects as provided in the GDPR including, but not limited to, rights of access, rectification, erasure, restriction of processing, data portability, objection, and the right not to be subject to automated decision making (including profiling);
3. **“EEA”** means European Economic Area;
4. **“EU”** means the European Union;
5. **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
6. **“data subject,” “personal data,” “personal data breach,” “process/processing,” “pseudonymisation,” and “supervisory authority,”** shall each have the meaning as in the GDPR;
7. **“Subprocessor”** means any third party: (i) who is engaged by the Processor to carry out specific processing activities relating to Data for or on behalf of the Controller; or (ii) to whom the Processor subcontracts any of its obligations in connection with the Agreement.

### **B. Scope of Processing Data**

1. Processor shall process Data solely for the purposes of performing the Services and for the same duration of the Agreement, except as otherwise agreed to in writing by the Parties. The scope and

further details of Processor's processing activities of Data pursuant to the Agreement and Appendix GDPR are set forth in Addendum A to this Appendix GDPR.

2. To the extent any additional information is required to be included in Addendum A pursuant to the GDPR or any other applicable EU member state, or EEA state law, or this Agreement otherwise requires amendment, the Parties will cooperate to amend this Appendix GDPR in a writing signed by both Parties.

#### **C. Subprocessors**

1. Controller generally authorizes Processor to engage Subprocessor(s) to perform any of Processor's obligations in providing Services to Controller in connection with the Agreement as set forth in Addendum A and as allowed under the terms of the Agreement, except that any processing of personal data by Subprocessor(s) outside of the United States or EEA must be specifically authorized in writing prior to such processing by Controller.
2. The Processor shall give the Controller prior written notice of any intended changes concerning the addition or replacement of any Subprocessors set forth in Addendum A to allow the Controller to approve or object to such changes. Such notice shall include details of the processing activity or activities to be conducted by the applicable Subprocessor and the identity and contact details of such Subprocessor.
3. The Processor shall ensure that any Subprocessor approved by Controller in accordance with this Section C is subject to obligations in a written agreement requiring such Subprocessor to comply with the obligations of this Appendix GDPR. If any Subprocessor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance or non-performance of such Subprocessor.
4. Upon request, the Processor shall provide a copy of each Subprocessor agreement entered into pursuant to this Section C to the Controller.

#### **D. Obligations of the Processor**

1. The Processor shall, and shall ensure that each of its employees, approved Subprocessors and any other individual acting under its authority who has access to the Data:
  - a. process Data in accordance with the terms of this Agreement, Appendix GDPR or any other written instructions of the Controller, and only to the extent and in the manner necessary to provide Services, and for no other purpose(s). In the event EU or member state law requires Processor to process in a manner not expressly authorized by this Agreement or the Controller's written instructions, the Processor shall promptly inform the Controller of the applicable legal requirement before processing, unless prohibited from doing so on important public interest grounds, consistent with EU or member state law;
  - b. keep the Data confidential and ensure that any person authorized to process the Data for or on behalf of the Processor (including but not limited to any Processor employees and staff and approved Subprocessors) has agreed to keep the Data confidential, or is otherwise under a statutory obligation to protect the confidentiality of the Data; and

- c. upon reasonable request from the Controller, provide an up-to-date copy of the Data in the format requested by the Controller.
2. In carrying out its obligations under the Agreement and this Appendix GDPR, Processor agrees to comply with all applicable state, federal and laws of other countries or jurisdictions (including, but not limited to, GDPR), as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Data.
3. In accordance with GDPR, and taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of processing the Data pursuant to this Agreement, as well as the risks to the rights and freedoms of natural persons and the risks to processing the Data, the Processor represents and warrants that it has implemented appropriate technical and organizational security measures appropriate to such risks, including, as appropriate: (i) the pseudonymisation and encryption of the Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability of and access to the Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. Upon Controller's request, Processor shall provide to Controller evidence demonstrating Processor's implementation of such technical and organizational security measures as required by GDPR.
4. The Processor shall assist the Controller in ensuring compliance with Controller's obligations as a Controller by: (a) cooperating with Controller's implementation of appropriate technical and organizational security measures to ensure the security of processing Data; (b) cooperating with Controller notifications to supervisory authorities and/or data subjects, as applicable, of any breaches of Data; (c) cooperating with Controller's conduct of data protection impact assessments, including but not limited to, any requirements to consult with a supervisory authority as required by GDPR. Processor shall also cooperate with additional obligations of Controller that may be required of it pursuant to GDPR and other applicable data protection laws.
5. In the event of any suspected or actual personal data breach, the Processor shall notify the Controller to the individual identified below immediately upon discovery, both orally and in writing, but in no event more than two (2) calendar days after Processor identifies or reasonably believes a personal data breach has or may have occurred. Processor's notification to the Controller will identify: (i) the nature of the personal data breach, including where possible, the categories and the approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) a description of the likely consequences of the personal data breach; and (iii) a description of the measures taken or proposed to be taken to address the personal data breach, including where appropriate, measures to mitigate its possible adverse effects. Processor will provide such other information as reasonably requested by Controller. In the event of a suspected personal data breach, Processor will keep Controller informed regularly of the progress of its investigation until the uncertainty is resolved.

In event of suspected or actual personal data breach, the Processor shall notify:

<b>Name</b>	Steven Robinson	
<b>Phone</b>		212-253-3530
<b>Email</b>	steven.robinson@ricoh-usa.com	
<b>Address</b>	711 Third Avenue, New York, NY 10017	

6. Processor will fully cooperate with Controller's investigation of any personal data breach, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the personal data breach at no cost to Controller.
7. Any personal data breach may be grounds for immediate termination of the Agreement by Controller.
8. Except for transfers of Data to the Controller, the Processor shall not process or transfer any Data to any country outside the EEA except pursuant to prior written approval of the Controller, and at all times in compliance with GDPR and other applicable data protection laws.
9. This section is only applicable if Processor's Services include the collection of personal data directly from data subjects:

In the event Processor's Services include the collection of personal data directly from data subjects that is to be provided to Controller, unless the parties otherwise agree, the Processor shall be responsible for ensuring that such processing of personal data complies with GDPR requirements, including, but not limited to, obtaining a lawful basis to process the personal data.

10. This section is only applicable if: (1) Processor or a Subprocessor is based in the EEA; (2) Processor's or such EEA-based Subprocessor's Services include the transfer of personal data from the EEA to Controller; and (3) data subjects have not explicitly consented to the transfer of their personal data to Controller in the United States:

Unless the parties otherwise agree on another transfer mechanism that satisfies GDPR requirements, transfers of personal data shall be governed by the Standard Contractual Clauses set forth in Addendum B to this Appendix GDPR.

11. Processor acknowledges that Controller is subject to U.S. federal and state laws and regulations, including but not limited to public disclosure and retention laws and regulations, that may require the retention and disclosure of information that is the subject of the Agreement.
12. Within thirty (30) days of the termination, cancellation, expiration or other conclusion of this Appendix GDPR, Processor will deliver the Data to UC unless UC requests in writing that such Data be destroyed. This provision will also apply to all Data that is in the possession of Subprocessors. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 Guide to Media Sanitization. Processor will certify in writing to Controller that such delivery

or destruction has been completed. In the event EU, EU member state, or EEA state law requires the storage of such Data, the Processor shall promptly inform the Controller of such requirement in writing. In such instance, Processor will continue to protect the Data in accordance with the terms of this Appendix GDPR.

**E. Data Subjects' Rights**

1. Unless Section D.9 of this Agreement applies, the Controller shall be responsible for providing data subjects with any information required under GDPR at the time of collecting such data subjects' personal data, as well as any information requested by data subjects relating to the processing of their personal data.
2. The Processor shall notify the Controller (via the individual identified by UC in this Appendix GDPR) in writing (including by e-mail) of each and any request that it receives from a data subject relating to a Data Subject Right. Such written notification shall be made promptly no later than two (2) business days following receipt of the request, and shall include any information in the Processor's custody or control that may assist the Controller to respond to the request.
3. Unless otherwise required by applicable EU, EU member state, or EEA state law, the Processor shall not respond to any such requests or other communications the Processor receives from data subjects, without the prior written consent of the Controller.
4. The Processor shall assist the Controller in Controller's obligations to respond to requests for exercising Data Subjects' Rights by using appropriate technical and organizational measures, to the extent practicable given the nature of the processing of Data.

**F. Accountability**

1. Upon written request from the Controller, the Processor shall make available to the Controller all information necessary to demonstrate compliance with its obligations under this Appendix GDPR. The Processor shall make its records, documents, facilities, processes and individuals reasonably available to Controller or Controller's designee for audits or inspections to demonstrate compliance with this Appendix GDPR.
2. The Processor shall immediately inform the Controller if, in the Processor's opinion, any instruction from the Controller with respect to the processing of Data pursuant to this Agreement violates or contradicts GDPR, or other applicable EU, EU member state, or EEA state data protection laws or regulations.

### **Addendum A: Scope of Processing Data**

This Addendum is part of the Appendix GDPR and includes details of the processing of Data as required by the Agreement.

1. Processor is processing Data on behalf of the Controller for purposes of the performance of Services described in this Agreement. Data shall be processed for the duration of the term of this Agreement, except as otherwise specifically set forth herein. Processor does not anticipate processing data as defined herein.
2. The purposes(s) of the processing of Data to be carried out by the Processor on behalf of the Controller includes: Processor does not anticipate processing data as defined herein.
3. The Data to be processed by the Processor on behalf of the Controller in the performance of Services includes the following NAME, TITLE, CONTACT INFORMATION, BIRTHDATE, AGE, IDENTIFICATION NUMBERS, ACADEMIC RECORDS, FINANCIAL DATA,] the Data also includes the following sensitive data – racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, data concerning sex life or sexual orientation, or data relating to criminal convictions or offenses] If the Processor becomes aware that additional personal data not identified above has been received from the Controller, the Processor shall immediately notify the Controller.
4. The Data to be processed by the Processor on behalf of the Controller in the performance of Services relates to the following categories of data subjects: none
5. Controller authorizes the Processor to subcontract the following processing activities to the following Subprocessors: none
6. Other than to the United States as may be required for the performance of Services, and for which the Controller has a lawful basis to transfer the Data to the United States pursuant to GDPR, the Processor may transfer Data to the following countries outside of the EEA: none



## **Addendum B: Standard Contractual Clauses**

**Commission Decision C(2004)5721**

### **SET II**

#### **Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)**

Data transfer agreement

between

[SUPPLIER] .....(name)

[ENTER ADDRESS] .....(address and country of establishment)

hereinafter “data exporter”

and

The Regents of the University of California, on behalf of its \_\_\_\_\_ location....(name)

[ENTER ADDRESS] .....(address and country of establishment)

hereinafter “data importer”

each a “party”; together “the parties”.

#### **Definitions**

For the purposes of the clauses:

- a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) “the data exporter” shall mean the controller who transfers the personal data;
- c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

**I. Obligations of the data exporter**

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

**II. Obligations of the data importer**

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

h) It will process the personal data, at its option, in accordance with:

- i. the data protection laws of the country in which the data exporter is established, or
- ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
- iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Annex A .....

Initials of data importer: [COMPLETE] ..... ;

i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

- i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
- ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
- iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

### **III. Liability and third party rights**

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

### **IV. Law applicable to the clauses**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

### **V. Resolution of disputes with data subjects or the authority**

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

## **VI. Termination**

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
  - i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
  - ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
  - iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
  - iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
  - v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

## **VII. Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

## **VIII. Description of the Transfer**

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated:.....

[FOR DATA IMPORTER

.....

.....]

[FOR DATA EXPORTER

.....

.....]

## ANNEX A

## DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
  - a)
    - i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
    - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
  - or
  - b) where otherwise provided by the law of the data exporter.



ANNEX B  
DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

**Data subjects**  
The personal data transferred concern the following categories of data subjects:  
See Addendum A: Scope of Processing Data, Section 4.

**Purposes of the transfer(s)**  
The transfer is made for the following purposes:  
See Addendum A: Scope of Processing Data, Sections 1 and 2.

**Categories of data**  
The personal data transferred concern the following categories of data:  
See Addendum A: Scope of Processing Data, Section 3.

**Recipients**  
The personal data transferred may be disclosed only to the following recipients or categories of recipients:  
See Addendum A: Scope of Processing Data, Section 5. If applicable, Data importer may also transfer to the data to the following types of recipients: **[TO BE COMPLETED BY BUYER]**  
.....  
.....  
.....  
.....

**Sensitive data** (if appropriate)  
The personal data transferred concern the following categories of sensitive data:  
See Addendum A: Scope of Processing Data, Section 3. ...

**Data protection registration information of data exporter** (where applicable)  
**[TO BE COMPLETED BY SUPPLIER]**  
.....  
.....  
.....  
.....

**Additional useful information** (storage limits and other relevant information)  
The data will be protected as set forth in the Agreement. **[ADD ADDITIONAL TERMS AS REQUESTED BY SUPPLIER.]**  
.....  
.....  
.....  
.....

**Contact points for data protection enquiries**

**Data importer**  
**[ADD PRIVACY OFFICER CONTACT]**  
.....  
.....  
.....

**Data exporter**  
**[TO BE COMPLETED BY SUPPLIER]**  
.....  
.....  
.....



**UNIVERSITY  
OF  
CALIFORNIA**

## Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

### **SECTION 1 - GENERAL TERMS**

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

### **SECTION 2 - DEFINITIONS**

**Catalog(s)** refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

**eProcurement and eCommerce** are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

**Go Live Date** means the date on which a Catalog will be active.

**Hosted Catalog** means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

**Order** means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

**Order Data** means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

**Punch-out Catalog** means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

**Supplier Mark** means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

**Supplier Site** means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

**UC Mark** means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

**User** means an individual authorized by a UC location to use an eProcurement system.

### **SECTION 3 – RIGHT TO USE**

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

**SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE****(a) e-Procurement System Responsibilities.**

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

**(b) Maintenance of Hosted and Punch-out Catalogs.**

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.

Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

- i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
- ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

## **SECTION 5 – USER SUPPORT**

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

## **SECTION 6 – PROPRIETARY RIGHTS**

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

## **SECTION 7 – MULTIPLE SUPPLIERS**

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

## **SECTION 8 – WARRANTY DISCLAIMER**

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

## **SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES**

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

## **SECTION 10 – ADDITIONAL CONTRACTUAL TERMS**

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a **[specify hosted, Punch-out, or both]** catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than **[number]** catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: **[insert number of times Supplier can change its content; quarterly or biannually would be recommended]**
- Price Changes: **[insert number of times Supplier can change its price; once per year would be recommended]**



- Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system **[insert number, 10 is the minimum]** working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

**Buyer – [Choose those that apply]:**

- Number of catalog/price file versions to be supported for this agreement: **[insert number]**
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): **[insert description]**
- Maximum Number of SKUs allowed: **[insert number]** (optional)
- Categories allowed within Catalog: **[list specific categories]** or
- Categories blocked within Catalog: **[list specific categories]**

## Attachment A Statement of Work (SOW)

**1. General**

- 1.1 Description of the Scope of Services: The purpose of this Statement of Work is for Supplier to sell and/or lease to University multifunction devices (MFDs) with copy, print, scan, and optional fax functionality, and/or Laser Printers, along with related products and support, in a cost effective and efficient manner, accompanied by high standards of quality and service, aligned with University's needs as further detailed herein.
- 1.2 Participating Locations: Supplier shall make all terms of the Agreement available to all current and future locations of the University of California.

**2. Program Requirements**

- 2.1 Program Manager: Supplier shall assign a Program Manager who will have the overall account management responsibility, as well as a dedicated Account Manager per UC Location.
- 2.2 Supplier's Program Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	Mike Stowell
Phone	913.485.6852
Email	Mike.stowell@ricoh-usa.com
Address	10920 S. Carbondale St. Olathe, KS 66061

- 2.3 Program Administration: Supplier must provide the necessary staff, infrastructure, and other resources at a level sufficient to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement, and as further detailed in the RFP and Supplier's Response, including, but not limited to:
- 2.3.1 All support to be available no less than Monday – Friday, 8:00am-5:00pm (Pacific).
- 2.3.2 Provide a toll-free 800 number for Customer Service calls.
- 2.3.3 Coordinate contract/program implementation, including designating associated Project Manager.
- 2.3.4 Account management for on-going contract monitoring, maintenance and communication.
- 2.3.5 Account Representative(s) dedicated to UC Locations as specified in Exhibit 3 Supplier UC Account Support Team.
- 2.3.6 To insure customer service satisfaction, Supplier is required to call customer 3 days after equipment installation and training. Customer shall be defined as a designated

## Attachment A Statement of Work (SOW)

- user for that location. For UC Locations with MFD/Printer Fleet Management Programs, Customer shall be defined as the designated contacts for those Programs.
- 2.3.7 Supplier's account representative must make frequent on-site visits sufficient to effectively address and resolve issues related to the fulfillment of Suppliers obligations under the Agreement including, but not limited to: customer orders, problems, and invoice disputes; increase sales activity; advise regarding cost reduction and process improvement opportunities; assist in resolving problems; demonstrate products; provide training; and other customer services as required for the efficient operation of the program.
  - 2.3.8 Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns.
  - 2.3.9 Regular business review meetings (frequency to be determined by each location, though no less than quarterly) between Supplier's account manager and other representatives as needed (specialists, local representatives, management) and UC Purchasing and/or MFD/Printer Fleet Management Program at each location to review and discuss agreement purchase activity, Supplier key performance indicators (KPIs) and metrics, outstanding issues, new products and services roadmaps, and other related issues.
  - 2.3.10 Maintain a customer service satisfaction level of 98% or better as evidenced by the results of regular customer survey's conducted by supplier.
  - 2.3.11 A designated contact for billing/invoicing questions and issues.
  - 2.3.12 Guarantee transaction accuracy of 99% or higher.
  - 2.3.13 Ensure that all Supplier support staff are oriented and trained on Supplier's transaction systems and other infrastructure and processes at a level sufficient to meet University's needs and comply with Supplier's obligations under the Agreement.
- 2.4 Consistency: Supplier must provide and assure consistency across all UC Locations in the following areas:
- 2.4.1 Pricing on all Products
  - 2.4.2 Discounts on all Products
  - 2.4.3 Support offerings
  - 2.4.4 New Support offerings
  - 2.4.5 Customer Service
  - 2.4.6 Quality Control
  - 2.4.7 Ordering and Payment Processes and Systems
- 2.5 Partnering: Suppliers must establish and maintain a partner relationship with UC Location Purchasing and/or MFD/Printer Fleet Management Program with respect to MFDs and Laser Printers at each location to achieve objectives such as:
- 2.5.1 Improving Supplier performance
  - 2.5.2 Improving product and service quality
  - 2.5.3 Improving equipment utilization levels to reduce costs

## Attachment A Statement of Work (SOW)

- 2.5.4 Increasing sales through product show sponsorship and other marketing assistance
  - 2.5.5 Reduction of paperwork and increased efficiency through consolidated invoicing and other methods
  - 2.5.6 Competitive pricing strategies
- 2.6 In the event of a problem, Supplier makes the following escalation process available to UC:
- 2.6.1 Ricoh's UC Services Executives assist in the transition, implementation and ongoing provision of local operations within each University of California location. The primary responsibility of the Services Executive is to serve as the principle resource and liaison between our team and UC System. Should the Services Executive be unable to resolve an issue within their respective UC locations, they will escalate the issue to their local Sales Manager. Should the local Sales Manager still face challenges resolving any issues, they will escalate to the Vice President of Sales within their respective marketplaces.
- In addition, Ricoh's National Higher Education team in conjunction with UC Contract Manager are available to assist when needed. They will be engaged by the local teams as needed and can bring in additional national resources if need be.
- 2.7 Supplier must establish, test, and maintain a Disaster Recovery/Business Continuity Plan, and deploy other systems and processes as necessary, in order to ensure efficient and timely fulfillment of its obligations under this Agreement in the event of a disaster or other service interrupting event.
- 2.8 Service Standards: During the term of this Agreement and any extension(s) of the Term, Supplier will provide the following minimum service standards:
- 2.8.1 Uptime per device – 96%
  - 2.8.2 Response time per device (MFDs) – 4 hours within one business hour acknowledging call back from technician or dispatch – starting from time of call placement, measured as a quarterly average.
  - 2.8.3 Response time per device (MFDs) – Areas beyond 20 miles from a major UC Location – Maximum 8 hours or upon mutually agreed time frame with field office or location administrator
  - 2.8.4 Response time per device (Laser Printers) – within 2 business days
  - 2.8.5 Repair time – Average of 2 hours
  - 2.8.6 Delivery-equipment – 10 business days from Supplier receipt of order
  - 2.8.7 Delivery-replacement parts (MFDs) – within 8 business hours from Supplier receipt of order
  - 2.8.8 Delivery-replacement parts (Laser Printers) – within 2 business days from Supplier receipt of order
  - 2.8.9 Delivery – Supplies – within 2 business days from Supplier receipt of order

## Attachment A Statement of Work (SOW)

- 2.8.10 Installation (MFDs) – upon delivery
  - 2.8.11 Installation (Laser Printers) – if requested, within 2 business days of delivery
  - 2.8.12 Setup – Within 4 business hours of delivery
  - 2.8.13 Return customer calls – within 1 hour
  - 2.8.14 Resolve billing issues – within 10 days
- 2.9 During the term of this Agreement and any extension(s) of such term, Supplier shall provide after-hours services based on the following service standards:
- 2.9.1 Response time – Average 4 hours
  - 2.9.2 Repair time – Average 2 hours
- 2.10 Maintenance services requested and performed outside Supplier’s normal business hours will be charged to UC at the rates provided in the Exhibit 1 for UC and Exhibit 2 for Non-UC entities. Supplier shall not charge UC more than thirty (30) minutes travel time for the services performed after normal business hours.
- 2.11 Service Warranty: Supplier warrants that services will be performed in a good workmanlike manner in accordance with the applicable service description. Supplier will service during the warranty as well as during the Service Contract through its own Service Organization. It is understood and agreed by UC that Supplier retains exclusive ownership and control of any proprietary software diagnostics utilized in servicing the Products.
- 2.12 Non-Performance Penalty: Supplier agrees to credit UC for not complying with the service standards specified in Section 2.8, as follows:
- 2.12.1 Maintenance credit - Up to one hundred (100) percent credit to individual UC Locations of monthly maintenance charge for individual MFD availability of less than ninety-six (96) percent calculated for each MFD as specified below:

Uptime %	Credit (off maintenance monthly charge)
<b>Uptime %</b>	<b>Credit (off maintenance monthly charge)</b>
100% - 96.0%	0
95.9% - 95.0%	1%
94.9% - 94.0%	2%
93.9% - 93.0%	4%
92.9% - 92.0%	6%
91.9% - 91.0%	8%
90.9% - 90.0%	10%
89.9% - 89.0%	12%

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88.9% - 88.0%	14%
87.9% - 87.0%	16%
86.9% - 86.0%	18%
85.9% - 85.0%	20%
84.9% - 84.0%	22%
83.9% - 82.0%	24%
82.9% - 82.0%	26%
81.9% - 81.0%	28%
81.9% - 80.0%	30%
Less than 80.0%	100%

For purposes of computing the effective performance lever, accumulated hours of failure downtime for any month will be adjusted to the nearest whole of half-hour.

Credits to be calculated based on prorated share of maintenance charge to be calculated and prorated on a per equipment/unit basis.

Uptime is defined as the number of hours that each MFD is available and in good working order during Principle Period of Maintenance coverage as follows:

Uptime Percentage =  $\frac{\text{PPM} - \text{FT}}{\text{PPM}} \times 100$

PPM - Principle Period of Maintenance (8:00am - 5:00pm, Monday through Friday, except holidays)

FT - Failure Time

For purpose of calculation, Failure Time is defined as any time during the Principle Period of Maintenance when a MFD is incapable of using any its features and functions, due to a failure of the machine mechanically or electronically. This Failure Time will be tracked and reported by Supplier.

2.12.2 Delivery credit - Up to fifteen (15) percent of the UC net purchase price and/or monthly lease charge to be calculated on a per equipment unit basis for each device as specified below. The credit for late delivery will not apply in the event Supplier provides, within required delivery time, a loner acceptable by UC ordering department.

Delivery Schedule (Business Days)	Credit (Off UC purchase/lease price)
10 days	0%
11 days	1.0%
12 days	2.0%

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13 days	3.0%
14 days	4.0%
15 days	5.0%
16 days	6.0%
17 days	7.0%
18 days	8.0%
19 days	9.0%
20 days	10.0%
More than 20 days	15.0%

2.12.3 The minimum quality of service standards set forth above recognize that occasional errors are likely, however, the Supplier further agrees to use best efforts to achieve 100% of service level. Should the service levels fall below the minimum standards and the Supplier does not take corrective action within thirty (30) days following University written notification, the University reserves the right to terminate the Agreement immediately.

2.13 Delivery and Installation:

2.13.1 Supplier shall provide delivery and installation of devices, including fulfillment process from UC Purchase Order submission to delivery, all at no separate or additional charge to University.

2.13.2 Suppliers' dedicated account representative must coordinate all the delivery, installation and training processes with designated representative(s) at each UC Location.

2.13.3 Supplier will provide a written acknowledgment of equipment delivery and installation.

2.14 Training: Supplier must provide training to UC authorized personnel sufficient to enable the proficient and productive use of Supplier's devices, systems and processes including, but not limited to:

- Initial Training (following installation)
- Follow-up training
- On-going training (existing and new users)

2.14.1 Training to be provided by Supplier at UC Locations at mutually agreed upon dates and times, at no charge to UC.

2.15 Sustainability: Suppliers shall comply with the University of California Sustainable Practices Policy which is the University's standard for all sustainable practices including, but not limited to:



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- 2.15.1 For each device covered under the Agreement, Supplier must provide that device's EPEAT rating (Gold, Silver, Bronze) along with the EPEAT recorded options score. Each device must have achieved a minimum EPEAT rating of Bronze.
- 2.15.2 Provide a take back process for toner cartridges and other consumables at no additional cost to University.
- 2.15.3 Post Consumer Waste (PCW) Paper:
- All devices shall be able to use recycled content paper up to and including 100% Post Consumer Waste (PCW) paper with high reliability, as long as the paper in use meets standard paper categories (e.g. copy, laser, or multi-purpose paper).
  - Full duplexing using up to and including 100% PCW paper shall be guaranteed by the manufacturer to reliably accomplish 100% duplexing. Recycled paper PCW content cannot be faulted by the Supplier's service personnel for equipment malfunctions.
  - Should a condition arise in which paper is suspect in underperformance in a significant number of devices using the same paper or same paper batch numbers, further testing may be coordinated by a UC designated official with Supplier to test and determine the appropriate resolution.
- 2.15.4 Environmentally Responsible Packaging: Supplier agrees to use good faith efforts to utilize minimal packaging, environmentally responsible packaging, recycling practices, and packaging take back for reuse, to minimize the adverse effects of packaging on the environment.
- 2.15.5 Provide a process by which devices can be taken back by the Supplier at the end of their useful life for remanufacturing, refurbishing, or recycling of parts. For MFDs, Supplier must take back devices at the end of their useful life at no cost, at University discretion.
- 2.15.6 Sustainable Transportation: Supplier agrees to work towards creating a delivery and transportation model which minimizes Green House Gas (GHG) emissions and has the least impact on the environment. The purchase of the cleanest and most efficient vehicles and tires will be a Supplier goal. The use of alternative fuels will be utilized where and when appropriate.
- 2.15.7 Sustainable Operations: Supplier agrees to implement a continuous improvement program related to sustainable operations of its facilities.
- 2.15.8 Reporting: Supplier will report to UC during the quarterly business reviews regarding the improvements that have been made in the previous quarter and planned improvements for the upcoming quarters. Supplier will provide UC quarterly summary reports as specified in the RFP detailing purchases, incentives and the purchase of sustainable products by UC systemwide and by location.

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- 2.15.9 Supplier is required to register and participate in an assessment of their sustainability practices and procedures through the Ecovadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: <https://www.ecovadis.com/us/supplier-solutions-2/>.

2.16 Accessibility:

- 2.16.1 Products will be accessible to people with disabilities and comply with California Building Code 2016 for "forward reach" (11B-308.2) and for "side reach" (11B-308.3).
- 2.16.2 OCR will be available on all scanners at no additional cost to UC.
- 2.16.3 On devices with scanning functionality, the installer or repair person will ensure that a one-page instructional flyer is posted at the device that (a) explains why OCR is critical to make PDFs accessible to people with disabilities, (b) instructs the user how to easily turn the OCR capability on/off, (c) provides information about the impact of the OCR process on file size or other document properties, emailing, uploading, and other functionality, and (d) advises that all floor-standing devices should have sufficient clearance for wheelchair access.
- 2.16.4 Accessibility features for each product will be identified in the supplier's online form/ecatalog.

2.17 Technical Support: Supplier must provide the following technical support to UC Locations:

- 2.17.1 Initial installation and configuration of MFD hardware and software for network connectivity and full functionality of the MFD to UC Locations and their IT resources, as needed and/or requested.
- 2.17.2 Onsite equipment electrical and mechanical troubleshooting and repairs.
- 2.17.3 Dedicated technical support staff with a working knowledge of all aspects of network functionality across all platforms including, but not limited to:
- Hardware installation (network cards, cabling, etc.)
  - LDAP
  - Network administration (equipment, software installation/configuration, printer driver installation/configuration/characteristics and security settings as needed and requested.)

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- Advice and assistance with user-settable options in display menus and submenus
  - Support for MFDs or Laser Printer issues with respect to 3rd party vendor software and hardware.
  - Full maintenance services for Laser Printers, including repair parts, software and firmware updates and labor.
- 2.17.4 Supplier's employees that will be physically present at UC Locations (i.e. delivering copiers, providing service) must conform to the following:

- Wear proper uniform
- Carry badges with picture ID
- Bonded, or appropriately equivalent Crime Insurance coverage
- Successfully passed the following pre-employment background security checks:
  - Social security trace
  - National criminal search (including national sex offender registry)
  - County criminal search
  - Prior employer screening
  - Highest level of education (exempt only)
  - Motor vehicle record (driving roles only)

2.17.5 Supplier must provide the following quantity of service technicians:

- Supplier will provide no less than 400 factory certified technicians to support all UC Locations.
- Supplier will maintain a device per service technician ratio no less favorable to University than 289:1.
- Supplier technicians are fully trained and factory-certified to repair Supplier's equipment.
- Supplier will maintain an average field technician tenure of 4 years.

### 3. Pricing:

- 3.1 Pricing on Exhibits 1 and 2 is expressed as a discount from Manufacturer Suggested Retail Price (MSRP). MSRP must be available on a manufacturer's published price list and be publicly available throughout the agreement term.
- 3.2 The prices of Supplier's products included in this Agreement shall not increase for the duration of this Agreement for existing Models.
- 3.3 Supplier will utilize the following Value Added Resellers to perform maintenance, service and support for all UC locations at the pricing stated in the Pricing Exhibits 1 and 2.
- Ray Morgan Company  
2194 Northpoint Pkwy  
Santa Rosa CA 95407

## Attachment A Statement of Work (SOW)

707-293-2430

- Burtronics Business Systems  
1980 Orange Tree Ln  
Redlands CA 92374  
909-885-7576
- Integrus (aka Advanced Office)  
14370 Myford Rd #100  
Irvine CA 92606  
714-547-9500

- 3.4 During the term of the Agreement, Supplier may add or delete contract devices introduced or removed from the market by the Supplier, provided the added device falls within the scope of the respective category. Supplier must update its dedicated contract websites and published catalogs and lists to reflect this change. New devices must be adequately described and the associated price list must be updated to reflect the new devices prices. Pricing must utilize the same pricing structure as was used for other devices falling into the same product category. The pricing structure will be dictated by the purchase price determined from the discount from Manufacturer Suggested Retail Price (MSRP) and other specified discounts listed in this RFP. Lease pricing will be dictated by the quoted leasing rates applied to the purchase price. Such additions and deletions must be approved by the UC contract administrator or their designee.
- 3.5 Supplier agrees to extend the pricing terms for maintenance services and supplies included in this Agreement to Supplier's current population of Products placed at UC prior to the execution of this Agreement for models that are identical to the models in the bid. In the event that the current pricing for maintenance services and supplies is less compared to the pricing listed in Exhibits 1 and 2, the current pricing shall not change.
- 3.6 MFD/Printer Fleet Management Programs: Some UC Locations (as identified in the RFP Campus Profiles) utilize established MFD/Printer Fleet Management Programs, or similar groups managing a large population of MFDs and/or Laser Printers for the UC Location. The value added services provided by these programs may vary, but generally include:
- Institutional knowledge and understanding of UC Location hierarchy, policies & procedures, and local campus geography;
  - Onsite central point of contact at UC Location for first-tier service response and coordination, and centralized supplies and parts;

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- Consultation and equipment needs assessment for multiple departments within the UC Location;
- Consolidation of multiple equipment orders onto single purchase orders (lease or purchase);
- Coordination for volume deliveries of equipment;
- Consolidated billing and meter reading reconciliation through a single contact at the UC Location;
- Coordination of internal campus services for: delivery access, electrical upgrades, network access, copy/print control systems, help desk troubleshooting, and service call avoidance;
- Summary invoicing, and single-contact invoice reconciliation;
- Managed mediation of customer equipment expectations and performance issues in lieu of the Supplier

In recognition of these value-added services currently in place at the UC Locations identified, and their resulting reduction in Suppliers' efforts, resources, and expenses, Suppliers will provide MFD/Printer Fleet Management Programs an additional ten percent (10%) discount off all pricing on Exhibits 1 and 2.

If, after the implementation of this contract, a UC Location not operating such a program as of the effective date of this Agreement determines that is in their best interest to deploy such a program, Supplier will be notified by that UC Location's procurement office, after appropriate review and authorization. On authorization, such programs will be entitled to all benefits available to those programs currently established as detailed herein.

MFD/Printer Fleet Management Programs reserve the right to negotiate further discounts on any of Suppliers' products and/or services provided for under this RFP and its resulting contract.

At UC Locations with MFD/Printer Fleet Management Programs, Supplier will partner with these programs and direct all potential campus customers at the UC Location to the program before selling or leasing an MFD/Printer to the campus customer. Additionally, Supplier will provide marketing expertise to further the program development at the UC Location.

- 4. Reporting:** Supplier must provide electronic reports (in Microsoft Excel) or any other requested format to designated UC contacts providing a wide range of information, at both the system-wide and individual UC Location level, related to the Agreement including, but not limited to:

- 4.1 Quarterly Report Population of MFDs and Laser Printers reports including but not limited to the following data:

## Attachment A Statement of Work (SOW)

- UC Location
- UC department
- UC purchase order number
- Name, phone and email for department placing the purchase order
- Equipment serial number
- Name and Model of product(s) and/or service(s) Purchased
- Quantity purchased
- Price paid, per unit and total
- Method of acquisition (lease, purchase, etc.)
- Sustainable product purchases

### 4.2 Monthly Reports:

- Response time
- Repair time
- Uptime
- Total service calls
- Delivery time
- Installation time
- Open leases, remaining terms, etc.

4.3 Equipment inventory report that will provide a detail listing of all products and their locations at the particular UC Location.

4.4 Annual reports comparing UC contract pricing with Supplier's other pricing available from in the higher education market.

4.5 Other reports as reasonably requested by UC.

4.6 Supplier must make a commercially reasonable effort to provide reports within five (5) business days.

## 5. Maintenance Service

5.1 Supplier agrees to provide to UC, during Supplier's normal business hours, the maintenance service necessary to keep equipment in, or restore the equipment to, good working order in accordance with Supplier's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual equipment, as determined by Supplier, and unscheduled, on-call remedial maintenance.

5.2 Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance

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services provided under this Agreement does not assure uninterrupted operation of the Product.

- 5.3 Supplier must coordinate all service calls through a centralized dispatch desk. All calls must be logged into a service system with a minimum of the following information:
- 5.3.1 All relevant customer information, location, phone number(s), contact name , caller name
  - 5.3.2 A unique repair ticket number
  - 5.3.3 Time of call placement from the customer
  - 5.3.4 The customer's reported equipment malfunction or issue
  - 5.3.5 The equipment id number, model and serial number
  - 5.3.6 The equipment status operational status: operational, substandard, or inoperative
  - 5.3.7 Dispatched agent name or id number, dispatched time, location, caller, make, model, serial # and problem
- 5.4 Suppliers must further log the following information upon call completion:
- 5.4.1 Service technician's report of actual problem and troubleshooting & repair actions conducted
  - 5.4.2 Arrival time, End time, Total Repair time, service copies made, final call status i.e.: completed.- closed, open, pending , escalated.
  - 5.4.3 Meter readings upon service completion (i.e. print, scan, color, b/w)
- 5.5 Locations with MFD/Printer Fleet Management programs may require that the call completion information be supplied from the Supplier's repair technician to a designated MFD/Printer Fleet Management program administrator at the conclusion of the service call.
- 5.6 Repair Parts And Supplies:
- 5.6.1 Supplier must carry in stock all common parts for no greater than next-day access by Supplier's service personnel.
  - 5.6.2 Supplier must produce or make parts and supplies available for no less than five (5) years after a model has been discontinued.
  - 5.6.3 Supplier must provide all UC Locations with the same discount for parts and supplies for the devices covered under this Agreement.
- 5.7 MFD Service and Parts: Supplier must offer full maintenance services for MFDs, including repair parts, software and firmware updates and labor based on the following options:
- Option 1: Cost Per Impression Charge – Zero Volume Base



## Attachment A Statement of Work (SOW)

Supplier will provide full service maintenance with supplies, excluding paper. Supplier will invoice respective UC Location on a monthly basis using a cost per impression charge applied to the actual monthly impression volume in the covered period without any minimum and/or maximum volume restrictions. These rates apply to purchased and leased MFDs.

- Option 2: Monthly Minimum Charge  
Supplier will provide full service maintenance with supplies, excluding paper. Supplier will charge UC a fixed monthly minimum charge, which will include a monthly impression volume allowance, with a separate cost per impression charge applied to the overage. These rates apply to purchased and leased MFDs.
- Option 3: T&M - Fixed Charge per Occurrence

Supplier will provide service repairs and maintenance using a Time and Material option. Supplier charges UC a fixed amount per occurrence and/or a fixed hourly fee, after expiration of standard or extended equipment warranties.

- 5.8 **Lemon Clause:** After the 90-day warranty period and until 36 months from the date of installation, or coterminous in the case of a longer lease, except due to operator error, for any device that fails to operate in accordance with the manufacturer's published performance specifications three times in any four week period and/or is subject to recurring related problems, Supplier shall replace that device with a new MFD or Laser Printer that meets the requirements of the same lot as the original equipment model, at no cost to the user. This will take precedence over any other warranty or service maintenance clauses associated with this contract. For purchased devices, customers must maintain an uninterrupted maintenance agreement, cost per copy, or lease agreement including parts and supplies with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period. The UC Location Purchasing and/or MFD/Printer Fleet Management Program will review user requests for the application of this clause and will make a determination regarding its use. If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, awarded vendors must provide UC with the device's "Useful Life". Describe your company policy and how your company will fulfill this requirement.

## 6. Data Security

- 6.1 For all MFDs/Laser Printers, Suppliers must:

- 6.1.1 Disclose all default accounts, access methods, and passwords on the device at delivery.
- 6.1.2 Certify that log-in credentials are not communicated in clear text by default, though clear text may be an option if ciphertext is available as an option.

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- 6.1.3 Deliver MFDs and/or Laser Printers with the latest, fully-patched software, firmware, or other OEM software as provided for device functionality as detailed on the “Specifications” tab of Exhibits 1 and 2.
  - 6.1.4 Notify all UC Locations of all known and reported vulnerabilities, and of planned updates or mitigations to software provided for device functionality as detailed on the “Specifications” tab of Exhibits 1 and 2.
  - 6.1.5 Disclose and describe shared accounts or service accounts that Supplier technicians may or will use, and the security procedures planned by Supplier.
- 6.2 All devices must:
- 6.2.1 Provide secure login for administrator access (including username and password). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
  - 6.2.2 Provide IP and MAC address filtering to limit users’ access to the device via the web interface; and
  - 6.2.3 Provide on/off (switchable) provisions for other types of access, including but not limited to telnet, rsh, SNMP, FTP, IPSec, SSL/TLS, etc. Suppliers must list all on/off provisions for all types of access in their response.
- 6.3 All MFDs/Laser Printers that are equipped with hard drives must:
- 6.3.1 Possess an “always on” security feature that overwrites the sector(s) of the hard drive used for processing copy, print, or scan data using at least 3 passes, preventing the data from remaining on the hard drive of the MFD or Laser Printer after the copy, print, or scan job is finished.
  - 6.3.2 Provide at least 128-bit AES encryption (or equivalent) as part of the storage process for any information held on the hard drive for long-term storage.
  - 6.3.3 Provide secure login for administrator access (including username and password), allowing administrators to set access levels for users who perform tasks on the device (e.g., managing address books (fax or scan addresses), or printing print, fax, or copy/scan logs). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
  - 6.3.4 Isolate any incoming FAX line from all hardware that has network access. MFDs must have no physical or data connection between the Page Memory (or Temporary Data Storage) and the FAX controller.
- 6.4 Provide on/off (switchable) control of read/write access to the device from portable media (e.g., SD cards, USB drives, etc.); and be able to have their hard drives removed by a Supplier technician and surrendered to UC at the end of a lease, cost-per-copy agreement, or at trade-in (or at any time, for any reason, an MFD and/or Laser Printer is removed from UC) at no additional cost to UC.

## Attachment A Statement of Work (SOW)

**7. Technology Requirements:** Suppliers' devices must have the technological capability to fulfill specific requirements of the University including, but not limited to the following required device technologies:

- 7.1 100baseT or greater Ethernet connectivity
- 7.2 Connectivity to Supplier's MFDs and/or Laser Printers by devices using the following operating systems, including universal and device-specific PPDs. Include the expected timeframe for release of PPDs after operating system upgrades:
  - 7.2.1 Windows (requirement is from Windows 10.0 and higher; Suppliers to specify versions)
  - 7.2.2 Macintosh (Suppliers to specify versions; requirement is from OSX 10.13 and higher)
  - 7.2.3 IOS (Suppliers to specify versions; requirement is from iOS 11.0 and higher)
  - 7.2.4 Android (Suppliers to specify versions; requirement is from Android OS 8.0 and higher)
- 7.3 Connectivity to Supplier's MFDs and/or Laser Printers by following communications protocols:
  - 7.3.1 POP, IMAP
  - 7.3.2 IPv4/IPv6/IPsec
  - 7.3.3 LDAPv3 or higher
  - 7.3.4 Kerberos – must include Kerberos for Windows and Macintosh Operating Systems listed in 2a-2b above
  - 7.3.5 LPR/LPD/IPP
  - 7.3.6 Bonjour
  - 7.3.7 SMTP
  - 7.3.8 SNMP v1 – v3 including authentication protocols
  - 7.3.9 TCP port 9100 direct printing (bidirectional)
  - 7.3.10 SSL/TLS
- 7.4 Printing to Suppliers's MFDs and/or Laser Printers using the following printing protocols/output types:
  - 7.4.1 PostScript Level 3
  - 7.4.2 PCL 6e
  - 7.4.3 PDF
- 7.5 Effective and successful installation and set-up of Suppliers's MFDs and/or Laser Printers on University network.
- 7.6 Effective and successful installation and set-up of connectivity software (including, but not limited to, PPDs) to Supplier's MFDs/Laser Printers on customer computers as requested by the UC Location.

## Attachment A Statement of Work (SOW)

- 7.7 All Proposers' devices must be able to interface with existing third-party access control and management systems at UC locations (Equitrac, ITC, Pharos, PaperCut, PCounter, or comparable), with the following requirements to achieve reliable and accurate transactions and transactional reporting:
- 7.7.1 Embedded software and/or external hardware to enable use of the third- party system; device-specific interface cables for external hardware must be provided and installed by Supplier at no cost to UC;
  - 7.7.2 Network connectivity across a hard-wired and/or a wireless network;
  - 7.7.3 Ability to use USB proximity and/or magnetic stripe card readers for user authentication and access to the third-party system.

**8. Product Acquisition**

- 8.1 Required MFD's: During the term of the Agreement, Supplier must provide at least one model MFD that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of MFD fulfilling the category requirements below.

- Category 1 - B/W Desktop 20+ pages per minute
- Category 2 - B/W 20-30 pages per minute
- Category 3 - B/W 31-40 pages per minute
- Category 4A - B/W 41-50 pages per minute
- Category 4B - B/W 51-60 pages per minute
- Category 5 - B/W 61-90 pages per minute
  
- Category 1 - Color Desktop 20+ pages per minute
- Category 2 - Color 20-30 pages per minute
- Category 3 - Color 31-40 pages per minute
- Category 4A - Color 41-50 pages per minute
- Category 4B - Color 51-60 pages per minute
- Category 5 - Color 61-90 pages per minute

- 8.2 Required Laser Printers: During the term of the Agreement, Supplier must provide at least one model Laser Printer that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of Laser Printer fulfilling the category requirements below. Each model **MUST** have the ability to perform duplex printing and have ethernet connectivity:

- Category 1 - Low Volume - B/W 25-40 pages per minute
- Category 2 - Mid Volume - B/W 41-55 pages per minute
- Category 3 - High Volume - B/W 56-70 pages per minute
- Category 1 - Low Volume - Color 10-20 pages per minute

## Attachment A Statement of Work (SOW)

- Category 2 - Mid Volume - Color 21-35 pages per minute
- Category 3 - High Volume - Color 36-50 pages per minute

8.3 Purchase Option: Supplier agrees to sell to UC the required devices listed herein and associated products and services, if requested by UC, in accordance with the requirements set forth in this Agreement. Supplier shall warrant that the Products are new and owned by Supplier. Supplier warrants that it will repair or replace defective Products and/or parts, including labor at no cost to UC for ninety (90) days after the installation date. The title for the purchased MFDs and/or Laser Printers will be transferred to UC. In conjunction with purchased MFDs, Suppliers must offer a cost per copy (CPC) rate for service and supplies.

8.4 Lease Option: Suppliers agrees to offer to UC the required MFDs listed herein and associated products and services based on the following Full Market Value (FMV) and \$1 buyout terms:

- 36 Months
- 48 Months
- 60 Months

8.4.2 In conjunction with leased MFDs, Supplier must offer a CPC rate for service and supplies.

8.4.3 In conjunction with leased MFDs, on both FMV and \$1 buyout option, Supplier must offer a service and supply component.

8.4.4 No loss or damage, except for loss or damage due solely to the negligence of Supplier, shall relieve UC of the obligation to pay any Lease payment or of any other obligation under the Agreement. In the event of loss or damage not attributable solely to the negligence of Supplier, UC, at the option of Supplier shall:

8.4.4..1 Place the Product in good condition or report, or;

8.4.4..2 Replace the Product with like equipment in good condition and repair with clear title in Supplier and subject to all the terms and conditions of the Agreement;

8.4.4..3 Pay to Supplier the sum of all Lease payments due and owing at the time of such loss of damage and the fair market value of the equipment at the time of such loss or damage.

8.4.4..4 Upon replacement of the Product pursuant to subparagraph (2) above or upon Supplier's receipt of the payment provided for in subparagraph (3) above, UC or UC insurer shall be entitled to Supplier's interest in the

## Attachment A Statement of Work (SOW)

original Product, for salvage purposes, at its then-current condition and location AS IS, WHERE IS, WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED. EACH LEASE ORDER MADE PURSUANT TO THE TERMS AND CONDITIONS OF EQUIPMENT LEASING IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY ORDER FOR LEASE. In addition to the terms set forth in Section 5 of the Terms and Conditions of Equipment Lease, in the event of a UC default, Ricoh may do one or more of the following: (a) Ricoh may require UC to immediately pay to Ricoh, as compensation for loss of Ricoh'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 order; 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; (b) Ricoh may require the UC to deliver the Product (as defined in Section 22) to Ricoh. Notwithstanding anything to the contrary in the Agreement, the Terms and Conditions of Purchase or the Terms and Conditions of Equipment Leasing, in the event of a written notice of default from UC, Ricoh shall have thirty (30) days to cure such failure from the date of such notice.

- 8.5 Trial Units: Supplier must offer current models to UC Locations on a trial basis for thirty (30) days. UC Locations may opt to purchase or lease the trial model, request a different model for trial, or return the trial model(s) with no obligation to Supplier.
- 8.6 Product Certification: Supplier certifies and warrants that all products sold to UC under the Agreement:
- 8.6.1 Shall be new and genuine, except short term rentals or temporary replacements.
  - 8.6.2 Shall be provided to UC in the manufacturer's original packaging unless otherwise requested by UC.
  - 8.6.3 Shall be manufactured and sold or distributed to the Supplier for retail sale in the United States.
  - 8.6.4 Shall be sold to the Supplier from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer.
  - 8.6.5 Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.

Trade-ins: Supplier agrees to assist UC in obtaining the best trade-in values available for UC owned Products through Supplier's recommended Equipment Brokers. Supplier shall provide the required administrative support, including removal of UC owned products, to UC to effectively manage the trade-in transaction(s) at no cost to UC.

## University of California

### Ricoh Acct. Management Team

**Ricoh Partner Executive - Renaud Rodrigue; 25 years with Ricoh; 10 years supporting UC**  
**UC North Client Executive – Kathleen Carr; 30 years with Ricoh, 10 years supporting UC**  
**UC South Client Executive – Art Johnson; 20 years with Ricoh; 10 years supporting UC**



Account Managers and Technology Specialists are responsible for Ricoh's on-going customer service delivery to each UC School. This includes account maintenance, new quotes, deliveries, service response, quarterly reporting, and customer engagement. They are the single point of contact for Ricoh's portfolio as well as service delivery. Any issues or opportunities can be escalated to the Partner Executive, Client Executive, or any of Ricoh's executive leadership, branch leadership or service team at any time.



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1 Requirement**

The University of California (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), is requesting proposals for Print Goods and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award

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by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

**1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

**OMNIA PARTNERS EXHIBITS**  
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- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

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All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## **2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Ricoh agrees that this will be one of our primary offering's available through OMNIA Partners Public Sector and one of our "go to market" strategies for Public agencies.

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## **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

Ricoh commits that our not to exceed pricing is comparable to our lowest available national contract pricing for public sector, with the understanding various market conditions, service level agreements, terms and conditions, service level agreements and other contract specific language may impact the pricing when comparing contracts.

## **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Ricoh agrees to market this Agreement as one of our go to market strategies, as evidenced through our long-term partnership with OMNIA (legacy U.S. Communities).

## **3.0 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### **3.1 Company**

A. Brief history and description of Supplier.

**Ricoh USA, Inc.**, headquartered in Exton, PA, is a subsidiary of Ricoh Company, Ltd. of Tokyo, Japan. Ricoh Company is a Fortune Global 500 company with fiscal year 2019 sales in excess of \$18 billion. Ricoh USA (RUS) markets and distributes Ricoh products and services in North America and Canada. Supporting the marketing and sales for its services and full line of digital office solutions, Ricoh utilizes a nationwide network of more than 380 independent dealers as well as more than 200 Ricoh Direct Sales Offices.

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Ricoh maintains tight contractual and quality controls over all the dealers that service its Ricoh Major and Global Accounts. Ricoh Authorized Sales and Service Locations are staffed by Ricoh factory-trained technicians, ensuring not only rapid service response, but also technical expertise in preventive, remedial and emergency service of all Ricoh products. To ensure prompt attention to our customers' service requirements, Ricoh mandates that - in all major market areas - response time shall average less than 4 hours. In general, Ricoh's standard response time is based on customer proximity to a Ricoh Authorized Sales and Service location.

Number of years in business:

Ricoh Company, Ltd was established in Tokyo, Japan in 1936, almost 85 years ago. It established an entity to market its products in the Americas over fifty years ago in 1962, and renamed its American entity "Ricoh USA, Inc. in April, 2017.

Number of years involved with MFDs:

Ricoh entered the market of providing business-focused products with its line of photosensitive paper in 1934. From that time on, it engineered and brought to market devices that are the source of the functions now provided by multi-function devices, including 1955 – Diaxzo-type photopaper copiers; 1965 – Electronic copiers; 1971 – Office computers ; 1974 – Digital facsimiles; and 1982 – Digital Copiers. In 1987 Ricoh pioneered the multifunctional digital copier for the office with the IMAGIO 320. Thus, even by the most conservative definition, Ricoh has been 'involved with MFDs' for more than two decades.

Total number of employees:

With a global workforce of over 95,000, the Ricoh Group consists of 235 companies and operates in Europe, the Americas, Asia Pacific, China and Japan.

Number of MFD employees dedicated to service/repair of MFDs:

Ricoh employs more than 25,000 MFD technicians worldwide. Every Ricoh technician is factory-trained and certified on the equipment they service/repair. The more-than-380 independent dealers employ many thousand more factory-trained technicians.

**B. Total number and location of sales persons employed by Supplier.**

Ricoh has a direct sales force consisting of 4k+ employees over 200 locations covering all 50 States in the United States. In addition to our direct presence, we have one of the strongest Dealer Partner channels in the industry consisting of 380 authorized resellers. All of which will be actively marketing this program.

**C. Number and location of support centers (if applicable) and location of corporate office.**  
Access to our 200 Ricoh direct locations and 380 authorized Ricoh resellers promoting this program can be found at the following link - <https://www.ricoh-usa.com/en/officelocator>

**D. Annual sales for the three previous fiscal years.**

[https://www.ricoh.com/IR/financial\\_data/financial\\_result/](https://www.ricoh.com/IR/financial_data/financial_result/)

**E. Submit FEIN and Dunn & Bradstreet report.**

**Please See Attachments (FEIN / D&B reports)**

**F. Describe any green or environmental initiatives or policies.**

**Ultimately, our goal is to help build a society in which the impact on its environment is**

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maintained at a level that never exceeds the Earth's self-recovery capabilities. To make this happen, more than merely implementing environmental conservation activities is necessary; society needs to formulate clear-cut long-term visions and goals that will guide the specific actions required.

At Ricoh, we have set environmental goals for 2030 and 2050 as milestones toward the final goal. We also determine Environmental Action Plans every three years and promote sustainable environmental management. In order to contribute to the future of the global environment and society, the Ricoh Group will make efforts with focus on long-term vision and clear goals.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

The mission of our supplier diversity initiative is to continually seek and expand partnerships with minority-owned, small, small-disadvantaged, women-owned, veteran-owned, disabled-owned and HUB Zone small businesses. We believe that as a result of these mutually beneficial relationships, Ricoh will be able to exceed our customers' expectations, add value to our products and services, meet our business goals and provide economic benefits to the communities in which we do business.

We have numerous diverse partners across the country we utilize for these programs. Since this pricing we have presented is a "Cost Not to Exceed," there are no increases when engaging these partners above contract pricing.

**Ricoh's Diversity and Social Responsibility Council ranked in top 20 of diversity programs across the U.S. (<https://tinyurl.com/y9gf6asc>)**

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

These vary by region and can be provided upon additional request from our diversity partners.

I. Describe how supplier differentiates itself from its competitors.

Ricoh has dedicated Client Executives whose account assignments are Higher Education Institutions. Ricoh has positioned itself as a strategic partner with many universities and colleges, providing expertise and a product and services portfolio to meet the needs of those clients. This is an established vertical within Ricoh where we offer customized hardware, software and solutions to support Higher Ed initiatives.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Ricoh has a national presence in the U.S. and, accordingly, the company has contracts in place with numerous customers and vendors. Ricoh does have contract disputes from time to time with customers and/or vendors which occur in the ordinary course of business and which can lead to litigation. Any such litigation is likewise ordinary in the course of our business and not expected to have any material effect on our ability to deliver the proposed services.



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K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

None, to the best of our knowledge.

L. Describe any debarment or suspension actions taken against supplier

None, to the best of our knowledge

### **3.2 Distribution, Logistics**

A. Describe the full line of products and services offered by supplier.

In addition to our MFD products, printers, software and AV products being offered in this RFP, Ricoh is also recognized as a global leader in helping empower workplace technology

#### **EMPOWERING DIGITAL WORKPLACES**

In 2017, the Ricoh group created a new brand promise for our customers: “EMPOWERING DIGITAL WORKPLACES.” Empowering Digital Workplaces means connecting people to information faster and more conveniently to improve communication and creativity. This is based on the Ricoh “San-Ai Spirit” - The Spirit of Three Loves: Love your neighbor, Love your country, Love your work - which the company has followed since it was established in 1936.

At Ricoh we are constantly thinking about people and how to help them work more creatively for a more satisfying life. The first copy machine transformed the workplace by helping people to transmit information accurately and quickly without the time-wasting and life-sapping tedium of endlessly reproducing business documents.

The first fax machine enabled the transmission of information to extend beyond mere hand-to-hand delivery to cross cities, countries, and the world in seconds and connect people everywhere.

These breakthroughs were the birth of what we now call “office automation”. This evolved from simple document creation, duplication, and delivery to changing the entire workflow with copying, printing, information communication, storage and search, and an endless series of workplace innovations.

As times changed, technology advanced. But there are still many problems to be solved around workers, society and social interaction. Ricoh will provide more solutions with “EMPOWERING DIGITAL WORKPLACES

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Ricoh USA, Inc. markets and distributes Ricoh products and services in North, Central and South America. Supporting the marketing and sales for its services and full line of digital office solutions, Ricoh utilizes a nationwide Dealer network of more than 380 independent dealers as well as more than 200 Ricoh Direct Sales Offices. A complete list is provided here - <https://www.ricoh-usa.com/en/officelocator>

Ricoh maintains tight contractual and quality controls over all the dealers that service its Ricoh Major and Global Accounts. Ricoh Authorized Sales and Service Locations are staffed by Ricoh factory-

**OMNIA PARTNERS EXHIBITS**  
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trained technicians, ensuring not only rapid service response, but also technical expertise in preventive, remedial and emergency service of all Ricoh products. To ensure prompt attention to our customers' service requirements, Ricoh mandates that - in all major market areas - response time shall average less than 4 hours. In general, Ricoh's standard response time is based on customer proximity to a Ricoh Authorized Sales and Service location.

C. Describe how Participating Agencies ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

As one of Ricoh's primary "go to market" strategies for local government, this contract will continue to be available to all of our Direct and Dealer partners. Through our Ricoh Direct channel, we have an automated pricing/contract tool (Oracle) that mirrors the most recent price book to ensure pricing compliance. A similar process is in place with our Dealer channel partners.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Please see link below for list of authorized Ricoh channel providers and locations.

<https://www.ricoh-usa.com/en/officelocator>

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

**Warehouse and Distribution**

As part of its centralized supply chain Initiatives, Ricoh has developed a logistical footprint within sourced warehouses in the U.S. We have over 300,000 square feet dedicated to the warehousing of our parts inventories within our primary warehouse in Nashville, TN, and a secondary warehouse in Bloomington, CA, which supports the West Coast, Canada and South America. These facilities are equipped with a warehouse management system (WMS) and state-of-the-art automation and are virtually paperless operations that target increased productivity and performance. On average, our warehouses ship 350,000 lines per month.

Our distribution channel is designed to support over 3,800 technicians, with automated vehicle stock replenishment for highly used parts. Additionally, our technicians have access to the Oracle Field Service Cloud (OFSC) application on their smart phone devices. This application enables them to enter orders up to 5 pm local time for additional parts, which can be shipped for next-day delivery.

Our logistical partner for small packages is United Parcel Service (UPS), with which we have established schedules that allow several package pickups throughout the day. This partnership ensures that we meet our commitment to ship same day any order entered before the 5 pm local time, for delivery anywhere in the U.S. next day. Using UPS allows us to meet all required service commitments, depending on the customer-selected class of service.

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Our distribution operations also have established KPIs. These KPIs are driven by productivity metrics, including employee performance (e.g., lines shipped per employee, lines picked up per employee) and operational performance (e.g., same-day shipment, error ratio per lines shipped).

Ricoh USA currently operates a distribution infrastructure composed of five Regional Fulfillment Centers (RFCs). Each RFC includes a distribution center and a configuration center, where equipment is staged for delivery to our customers, one of which is in Tustin, CA.

### **3.3 Marketing and Sales**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Ricoh is uniquely qualified to prepare our national sales force to promote the Master Agreement in a qualified and compliant manner. Ricoh has had great success with our existing OMNIA Partners (legacy U.S. Communities) contract(s) dating back to 2003. The State and Local Government Team consisting of nine individuals are responsible for promoting and distributing information to 3,000+ Ricoh field sales representatives. In addition to internal communications to educate these Ricoh employed sales professionals, we have the network and external communication mechanisms in place to educate the staff of our 380+ authorized independent Dealers.

Upon award, Ricoh will prepare launch guides, training documents and scripts. Trainings will be scheduled and conducted for the Government Account Managers and the Dealer and Direct division managers. WebEx trainings will take place for the field reps on or before the start date of the new award. These trainings will be overviews of the new Master Agreement, including a comparison to the current agreement. In person, field sales trainings will be scheduled over the first 180 days on-site throughout the country. These will be in-depth sessions of contract details and compliancy, as well as a go-to-market strategy.

WebEx trainings will be recorded and added to our internal sales intranet for on-demand viewing. We will add brief, on-demand training modules on the different aspects of this contract that will allow reps to re-acquaint themselves where necessary.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

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- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners

Similar to our response in Part A, Ricoh will position this program as one of our Strategic and "Go To Market" strategies to help Participating Public Agencies avoid cumbersome Bid/RFP solicitations.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

At the request of the customer and the discretion of Ricoh, we will transition Public Agency customer accounts to the Master Agreement with OMNIA Partners. Ricoh currently holds an OMNIA Partners (legacy U.S. Communities) contract as well as a NASPO Value Point Master Agreement (in certain States). This contract agreement will be one of our primary go to market agreements for local government agencies.

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D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. Ricoh acknowledges and agrees.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

Ricoh commits that our not to exceed pricing is comparable to our lowest available national contract pricing for public sector, with the understanding various market conditions, service level agreements, terms and conditions, service level agreements and other contract specific language may impact the pricing when comparing contracts.

Ricoh does agree to all other conditions in Section E.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Confirmed

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support  
Scott Dabice / VP Pricing & Strategic Markets / [Scott.Dabice@ricoh-usa.com](mailto:Scott.Dabice@ricoh-usa.com)  
Steve Bissey / Director – State & Local Gov / [Steve.Bissey@ricoh-usa.com](mailto:Steve.Bissey@ricoh-usa.com)
- ii. Marketing  
Dan Quigley / Channel Marketing / [Dan.Quigley@ricoh-usa.com](mailto:Dan.Quigley@ricoh-usa.com)

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

iii. Sales

Mike Stowell / National Contract Manager / [Mike.Stowell@ricoh-usa.com](mailto:Mike.Stowell@ricoh-usa.com)  
Lori Toth / SLG Area Manager / [Lori.Toth@ricoh-usa.com](mailto:Lori.Toth@ricoh-usa.com)  
Bill Finke / SLG Area Manager / [Bill.Finke@ricoh-usa.com](mailto:Bill.Finke@ricoh-usa.com)  
Travis Massman / SLA Area Manager / [Travis.Massman@ricoh-usa.com](mailto:Travis.Massman@ricoh-usa.com)  
Todd Marron / SLG Area Manager / [Todd.Marron@ricoh-usa.com](mailto:Todd.Marron@ricoh-usa.com)  
Mark Williamson / SLG Area Manager / [Mark.Williamson@ricoh-usa.com](mailto:Mark.Williamson@ricoh-usa.com)  
Mike Pallotta / SLG Area Manager / [Mike.Pallotta@ricoh-usa.com](mailto:Mike.Pallotta@ricoh-usa.com)  
Roger Hosler / SLG Area Manager / [Roger.Hosler@ricoh-usa.com](mailto:Roger.Hosler@ricoh-usa.com)

iv. Sales Support

Mike Stowell / National Contract Manager / [Mike.Stowell@ricoh-usa.com](mailto:Mike.Stowell@ricoh-usa.com)

v. Financial Reporting

Jennifer Carillo / Sr. Reporting & Rebate Analyst / [Jennifer.Carillo@ricoh-usa.com](mailto:Jennifer.Carillo@ricoh-usa.com)

vi. Accounts Payable

Jennifer Carillo / Sr. Reporting & Rebate Analyst / [Jennifer.Carillo@ricoh-usa.com](mailto:Jennifer.Carillo@ricoh-usa.com)

vii. Contracts

Mike Stowell / National Contract Manager / [Mike.Stowell@ricoh-usa.com](mailto:Mike.Stowell@ricoh-usa.com)

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Ricoh's Direct sales force is led by Peter Stuart who is the VP of Direct Channel Sales. Supporting and leading our Ricoh Dealer Channel is Jim Corridi, VP of Dealer Channel Sales.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

This will be a very rapid transition as the current team who supports our Ricoh agreement with OMNIA Partners has already been working together with the Regional Managers and VP's in their field assignments. This current relationship should help in expediting the time it takes to have this specific contract implemented to participating public agencies.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Ricoh has been working with government agencies at all levels for decades. We are the provider for numerous contracts for City, County and State Governments around the country.

Ricoh has been the supplier of MFD's, MPS and other related services under the OMNIA Partners (legacy U.S. Communities) program since 2003. In that time, we have increased our national sales to become one of the largest OMNIA suppliers. Ricoh has the technology, corporate infrastructure, elite partnerships and distribution to provide these solutions as well as managing an overall national program.

Ricoh infrastructure starts with a team of 9 tenured government managers, including Mike Stowell, the OMNIA Partners National Contract Manager and liaison. This team works with all distribution points to provide expertise in the local government and K-12 marketplace. These



**OMNIA PARTNERS EXHIBITS**  
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individuals ensure an understanding on how to work with public procurement officials and help ensure contract compliance.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Our Top 10 Public agency customers, fiscal year revenues and key contacts are located in the OMNIA Connect portal.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Given Ricoh's commitment to participate in large cooperative / GPO contracts, we have a very sophisticated system that helps support order management through all Direct and Dealer distribution channels.

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$0.00 in year one

\$0.00 in year two

\$0.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. Historically, Ricoh has typically generated consistent revenue in annual sales through our current relationship with the University of California system and with our current OMNIA Partners agreement. Our goal in responding to this RFP is to grow this business within the University as well as nationally. However, due to the nature of its "non-mandatory" requirement within the UC system, and the uncertainty with many higher education campuses temporarily closing doors due to the pandemic, Ricoh respectfully declines to make a minimum guarantee.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for



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Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii.If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii.Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv.If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Ricoh agrees to these conditions so long as the public agency is requesting a GPO contract vehicle through which to provide these goods and services. If the customer wants to utilize their own contract terms and conditions and does not want to recognize a current OMNIA contract, and/or solicits their own RFP in lieu of referencing a competitively solicited Master agreement, then Ricoh will not be obligated to report sales to OMNIA Partners.

Ricoh's strategy within the University of California System and per the RFP requirements states current discounts/pricing must be the same for current contract holders. Ricoh has agreed to honor the current UC System pricing for the UC system, but will not offer the UC discounts nationwide. Please see pricing proposed for National OMNIA Partners program.



Ricoh USA, Inc.  
300 Eagleview Blvd  
Suite 200  
Exton, PA 19341  
(610) 407-4951

October 6, 2022

Ms. Deborah Bushnell  
Contracting Officer  
OMNIA Partners, Public Sector  
713-554-7348 Office  
832-814-9985 Cell

Reference: Ricoh's Revised Exhibit F

Dear Ms. Bushnell:

Ricoh USA, Inc. is requesting OMNIA approval to regarding the attached revised Exhibit F due to the fact that the Davis Beacon Act and the Clean Water and Air pollution acts do not apply to the types of procurement Ricoh will be fulfilling under the OMNIA contract. Ricoh does not manufacture the products procured under this contract in the United States. Also, Ricoh will not be able to fulfill federally funded awards with domestic made products due to the fact Ricoh does not manufacture our products under the OMNIA contract in the United States.

We appreciate you working with Ricoh, and we look forward to a great and lasting relationship.

Thank you for your kind attention.

Sincerely,

*Scott E. Hammond*

Scott E. Hammond  
Senior Contract Manager, Ricoh Federal Compliance

## **Exhibit F**

### **Federal Funds Certifications**

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#### **FEDERAL CERTIFICATIONS**

##### **ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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#### **TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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#### **DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders

placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing

a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

## **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### APPENDIX II TO 2 CFR PART 200

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES *sb* Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES *sb* Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES *sb* Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted



Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? Not Applicable 86 Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES 86 Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES 86 Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? Not Applicable 86 Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES sb Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES sb Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES sb Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES sb Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? NO sb Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES sb Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES sb Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: RICOH USA, Inc.

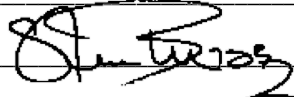
Address, City, State, and Zip Code: 300 Eagleview Blvd. Suite 200 Exton, PA 19341

Phone Number: 610-517-7648 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative:

Steve Bissey, Director, Corp. & Public Sector Contract Strategy

Email Address: steve.bissey@ricoh-usa.com

Signature of Authorized Representative:  Date: 10/10/22

## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

#### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

#### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

##### **1.1 Applicability**

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

##### **1.2 Additional Considerations**

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

#### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any

employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.



The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

##### Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

### Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b.** Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## **8. DEBARMENT AND SUSPENSION**

- a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c.** Requirements.

  - i.** These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii.** In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing

regulations, it does include some contracts awarded by recipients and subrecipients.

- iii. Specifically, a covered transaction includes the following contracts for goods or services:
1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  2. The contract requires the approval of FEMA, regardless of amount.
  3. The contract is for federally-required audit services.
  4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**9. BYRD ANTI-LOBBYING AMENDMENT**

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C.

§ 1352; and 44 C.F.R. Part 18.

**c. Suggested Language.**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification.** If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

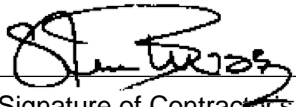
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Ricoh USA, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Steve Bissey, Director, Corp. & Public Sector Contract Strategy

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

10/10/22

\_\_\_\_\_  
Date

## 10. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all



manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

### 13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## 15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: RICOH USA, Inc.

Address, City, State, and Zip Code: 300 Eagleview Blvd. Suite 200 Exton, PA. 19341

Phone Number: 610-517-7648 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Steve Bissey, Director, Corp. & Public Sector Contract Strategy

Email Address: steve.bissey@ricoh-usa.com

Signature of Authorized Representative:  \_\_\_\_\_

Date: 10/10/22



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners's ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM**  
**(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Complete as appropriate:**

*I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

<b>Name</b>	<b>Address</b>	<b>Interest</b>

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature and Title**



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

**NON-COLLUSION AFFIDAVIT**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

*State of* \_\_\_\_\_

*County of* \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
*Name City*

*in the County of \_\_\_\_\_, State of \_\_\_\_\_*  
*of full age, being duly sworn according to law on my oath depose and say that:*

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
*Title Company Name*

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Authorized Signature & Title*

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT**  
**(P.L. 1975, C.127)**

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional &amp; Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form

AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
*Date*\_\_\_\_\_  
*Authorized Signature and Title*

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

Requirements for National Cooperative Contract

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #4

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4, continued **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form[illegible]

☐ Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

<p style="text-align: center;"><b>USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.</b></p>
---



**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**  
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

## Attachment B

### OMNIA Partners Exhibit – Terms applicable to all Non-University of California Entities

- a. Ricoh Master Lease Agreement (OMNIA Sample)
- b. Ricoh Product Schedule (OMNIA Sample)
- c. Ricoh Product Schedule with Purchase Option (tax exempt) (OMNIA Sample)
- d. Ricoh Product Schedule with Purchase Option
- e. Ricoh Image Management Schedule (OMNIA Sample)
- f. Ricoh Loan Agreement (OMNIA Sample)
- g. Ricoh Master Services Agreement (OMNIA Sample)
- h. Ricoh Master Maintenance & Sale Agreement (OMNIA Sample)
- i. Ricoh Service Order (OMNIA Sample)
- j. Ricoh Professional Services Statement of Work (SOW) (OMNIA Sample)
- k. Ricoh Digital Imaging Statement of Work (SOW) (OMNIA Sample)
- l. Ricoh Purchase Order Language for Leasing (OMNIA Sample)
- m. Ricoh Purchase Order Language for Purchase (OMNIA Sample)

These agreements may be Amended from time to time with approval, and will be posted on the OMNIA Partners Public Sector Ricoh microsite - <https://public.omniapartners.com/suppliers/ricoh/overview>.

## OMNIA Partners Public Sector Master Lease Agreement

Number: \_\_\_\_\_

### CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
Federal Tax ID Number* <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address	

\*Not required for State and Local Government entities.

This OMNIA Partners Public Sector Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Rico") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd #200, Exton, PA 19341.

- Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. and The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California; and National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector Omnia. and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Purchasing Agreement number 2021002788 and the contract period is from January 15, 2021 to January 14, 2026 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." 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."
- Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- Term; Payments.**
  - The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
  - In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
  - A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).

- (d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you 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) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate

permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.
16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE



YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: <b>X</b> _____ <i>Authorized Signer Signature</i>	By: _____ <i>Authorized Signer Signature</i>
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____
Facsimile Number: _____	Facsimile Number: _____

Statement of Work  
Pursuant to Omnia  
Partners Public Sector

Created for:

Project Name:

Author Name/date:

**RICOH**  
imagine. change.

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**SOW Log Number:** Insert Number

## Introduction

Ricoh USA, Inc. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the **Insert Project Name** (the "Project") at **Insert Customer Name**. ("Customer").

Ricoh has outlined the Project scope and costs for the Project. The service costs outlined in this document are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

## Project Objective

### Insert Obejectives

- Bullet #1

## Project Scope

### Services included in the project scope

#### Insert Scope

- Bullet #1

## Customer Location

The following Customer location is included in the scope of this Project.

123 Main Street  
Anywhere, USA 12345

## **Services Detail/Project Scope**

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the “Services”) of this project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

### **1. Project Management**

- **Insert Details**

### **2. Production Rollout**

- **Insert Details**

## **Customer Roles and Responsibilities**

### **Customer Roles**

**Insert Customer Roles and Responsibilities**

## **Completion Criteria**

**Insert Criteria**

## **Acceptance Criteria**

**Insert Criteria**

## **Change Control**

If the Customer would like additional services or to adjust the timeframe, RICOH will be contacted and informed of such additions or changes.

## **Fees**

- **Insert Fees**

## **Payment Schedule**

**Insert Payment Terms**

## Terms & Conditions:

This SOW is executed pursuant to the contract by and between Ricoh USA, Inc. and The Regents of the University of California, a California public corporation on behalf of the University of California ("UC") on behalf of the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Purchasing Agreement number \_\_\_\_\_ and the contract period is from January 15, 2021 to January 14, 2026 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any SOW entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the SOW. This SOW shall consist of the terms and conditions of the Contract and this SOW. As it pertains to this SOW, the order of precedence of the component parts of the SOW shall be as follows: (a) the terms and conditions of this SOW, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this SOW in cases of conflict or inconsistency therein.

**Commented [AM1]:** Subject to Wells Fargo comments regarding the leasing documents.

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.

2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.

3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within sixty (60) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services. Except as provided above, THE SERVICES, WORK AND

DELIVERABLES ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. IP Matters; Software Licenses; Export Compliance.

a. Ownership of IP Rights. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, RICOH hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by RICOH for Customer in connection with the Services ("Contract Property"), unless otherwise agreed upon in this SOW. RICOH shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or "Services". All licensing for RICOH or third party software shall be as provided in subsection (b), below.

b. Software Licenses. All RICOH and/or third party software provided by RICOH as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements, with which Customer agrees to comply. If such software is manufactured by a party other than RICOH, then Customer acknowledges that RICOH is not the manufacturer or copyright owner of such third party software and that RICOH makes no representations and provides no warranties with respect thereto. RICOH shall make available to Customer any warranties made to RICOH by the manufacturer of the software and/or products utilized by RICOH in connection with the Services hereunder, to the extent transferable and without recourse.

c. Export Compliance. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws which arise from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this SOW. Customer acknowledges and agrees that RICOH may from time to time, in its sole discretion, engage non-U.S. subcontractors to perform any portion of the Services on RICOH's behalf. Customer represents and



warrants to RICOH that it, its employees and agents shall not provide RICOH with or otherwise use in connection with the Services any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this SOW, RICOH and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

5. Confidentiality and Non-Solicitation.

a. Confidentiality. Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current Contract rates. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

Notwithstanding anything in this SOW to the contrary, in the event that Customer engages Ricoh to perform any Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect

to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer.

b. Non-Solicitation. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The foregoing shall not apply provided that the Customer: (a) posts the employment advertisement to the general public; and (b) the employee or independent contractor of the other party independently finds and responds to such employment advertisement, which in turn is the basis for the hiring.

6. General. This SOW and the Contract represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be interpreted in accordance with the substantive laws of the state where the Customer's principal place of business or residence is located, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

**Ricoh USA, Inc.**

Ricoh Authorized Signature	Name and Title	Date

**CUSTOMER**

Name (Print)	Location

Authorized Signature	Title	Date



## STATEMENT OF WORK

Pursuant to Omnia Partners

Public Sector

# SOW Number

For

Customer Name

**Project Name:**Project Name

**Prepared on:** 2/8/21

**By:** DIS NAME, Digital Imaging Specialist

**Ricoh USA, Inc. (Ricoh)**

ADDRESS

CITY, STATE ZIP

XXX.XXX.XXXX

email

**Submitted To:**

Contact Name

<Company/Dealer Name>

ADDRESS

CITY, STATE ZIP

XXX.XXX.XXXX

email

### FOR INTERNAL RICOH USE:

**Dealer Name:** Dealer Name

**Dealer Customer Name:** Dealer Customer Name

**Lead ID Number:** XXXXX

**Ricoh Sales Rep (DIS) Name:** DISNAME

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This document contains information of a proprietary and/or confidential nature, including pricing and procedural data of Ricoh USA, Inc. ("Ricoh") that is to be used only for the purpose of assessing the proposed services to be performed by Ricoh. No other use or duplication of information contained herein is permitted without the express written consent of Ricoh. © 2021 Ricoh USA, Inc.

## Project Requirements & Assumptions

**Introduction** Ricoh USA, Inc. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail conversion services for Customer Name ("Client").

Ricoh has outlined the Project scope and costs for this Project Based engagement. The service costs outlined in this document are based on Ricoh's experience and preliminary information received from Client. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

The pricing contained herein is valid for thirty (30) days from the date of this Statement of Work.

**Project Summary** During the course of this conversion engagement, Ricoh will convert a total of XX document/file population(s) to electronic format.

### Population #1: Population Name: XXXXXXXXXXXXXXXXXXXX

- Estimated number of \_\_\_\_: XXXX
  - Estimated pages up to 11"x17" in dimension per container: XXXX
  - Estimated pages >11"x17" up to 36"x48" in dimension per container: XXXX
  - Percent of duplex pages: XX%
  - Percent of B&W originals: XX%
  - Percent of color originals: XX%
  - Total anticipated image count: XXXX
  - Number of files: XXXX
  - Barriers per box: \_\_\_\_
- Data file will be provided by the Client containing all index values: \_\_\_\_

### Population #2: Population Name: XXXXXXXXXXXXXXXXXXXX

- Estimated number of \_\_\_\_: XXXX
  - Estimated pages up to 11"x17" in dimension per container: XXXX
  - Estimated pages >11"x17" up to 36"x48" in dimension per container: XXXX
  - Percent of duplex pages: XX%
  - Percent of B&W originals: XX%
  - Percent of color originals: XX%
  - Total anticipated image count: XXXX
  - Number of files: XXXX
  - Barriers per box: \_\_\_\_
- Data file will be provided by the Client containing all index values: \_\_\_\_

## Imaging Specifications & Assumptions

**Processing Locations** Processing will occur in no other locations than those listed below, without Client approval.

Imaging of source media will be performed at Ricoh's or Ricoh's business partner's processing center(s) located in the continental United States.

Index capture from images will be performed at Ricoh's or Ricoh's business partner's processing center(s) located in in the continental United States or India.

Index capture from images will be performed by Ricoh's business partner located in India using a Citrix environment where original images will reside in Houston, TX.

Final conversion processing of images and index data will be performed in Ricoh's AWS Amazon cloud.

**Imaging Grade** Document preparation is defined as \_\_\_\_.

Image quality checking is defined as ...  
Document reassembly is defined as ....

Imaging grade levels are further defined in the Imaging Grade Addendum.

**Image Capture Specifications**

Originals will be scanned at a resolution of ... dots per inch (dpi).

Pages will be captured as multipage images per

Ricoh will capture black & white originals as ... images.

Ricoh will capture color originals, including charts, graphs, photographs, and highlighting as ... images.

Blank pages will normally be automatically dropped during the scanning process. Due to software limitations, Ricoh may not be able to remove 100% of blank pages (i.e., speckling, bleed through, or other marks).

**Logical Document Determination (LDD)**

Document boundary determination will be based on a subjective review of documents. Due to the subjective nature of determining the beginning and ending of a document, it is understood that Ricoh-produced document boundaries may differ from what may have been assigned by the Client.

Example: Logical document boundary determination will be performed based on document title, pagination, and/or common page formatting.

Physical boundaries (e.g., staples, paperclips, rubber bands, binders, folders, etc.) accurately reflect the logical boundaries of the files and documents being processed, therefore LDD will not be performed.

**Document Indexing Requirements & Assumptions**

**Index Process Specifications**

Population #1: XXXXXXXXXXXXXXXXXXXX

Ricoh will capture of the following <Select Index Level> index fields.

1. **FIELD 01**
  - a. Field Name:
  - b. Field Size: <Select Character Count>
  - c. Field Type: <Select Field Format>
  - d. Field Format: <Select Source Disposition>
  - e. Value is located XXX
2. **FIELD 02**
  - a. Field Name:
  - b. Field Size: <Select Character Count>
  - c. Field Type: <Select Field Format>
  - d. Field Format: <Select Source Disposition>
  - e. Value is located XXX
3. **FIELD 03**
  - a. Field Name:
  - b. Field Size: <Select Character Count>
  - c. Field Type: <Select Field Format>
  - d. Field Format: <Select Source Disposition>
  - e. Value is located XXX
4. **FIELD 04**
  - a. Field Name:

- b. Field Size: <Select Character Count>
  - c. Field Type: <Select Field Format>
  - d. Field Format: <Select Source Disposition>
  - e. Value is located XXX
5. **FIELD 05**
- a. Field Name:
  - b. Field Size: <Select Character Count>
  - c. Field Type: <Select Field Format>
  - d. Field Format: <Select Source Disposition>
  - e. Value is located XXX

Ricoh will capture of the following <Select Index Level> index fields.

1. **FIELD 01**
- a. Field Name:
  - b. Field Size: <Select Character Count>
  - c. Field Type: <Select Field Format>
  - d. Field Format: <Select Source Disposition>
  - e. Value is located XXX
2. **FIELD 02**
- a. Field Name:
  - b. Field Size: <Select Character Count>
  - c. Field Type: <Select Field Format>
  - d. Field Format: <Select Source Disposition>
  - e. Value is located XXX
3. **FIELD 03**
- a. Field Name:
  - b. Field Size: <Select Character Count>
  - c. Field Type: <Select Field Format>
  - d. Field Format: <Select Source Disposition>
  - e. Value is located XXX
4. **FIELD 04**
- a. Field Name:
  - b. Field Size: <Select Character Count>
  - c. Field Type: <Select Field Format>
  - d. Field Format: <Select Source Disposition>
  - e. Value is located XXX
5. **Document Typing (DocType)**
- a. Field Name: Document Type
  - b. Value is located XXX

Ricoh will capture Document Types (DocTypes) using the following list:

- 1. DOCTYPE1
- 2. DOCTYPE2
- 3. DOCTYPE3
- 4. DOCTYPE4
- 5. DOCTYPE5

## Data & Image File Format Specifications

### Data & Image File Formats

Technical specifications detailing the delivery format and naming conventions will be documented under separate cover for review, validation, and authorization by Client prior to commencement of production processing.

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Converted image and index data files will be delivered in a batch\folder directory structure.

Captured Index field data may also be used within the naming conventions for the delivery folder and image files.

Images will be delivered as <Select Image Type> <Select Image File Format> images.

Index data will be delivered in a <Select Data File Format> format

Data and images will be formatted for loading into EDMS NAME.

**Optical Character  
Recognition (OCR)  
Processing**

OCR ... images of all populations.

**[[OR]]**

OCR will be performed on all images of the following populations:

- 1. Population 1
- 2. Population 2

Projects requiring population-specific optical character recognition (OCR) must be boxed separately.

**Deliverable Media**

**Delivery Media** Image and index data will be delivered on ....

**Project Schedule**

**Production Timelines** A production timeline will be established and agreed to by both parties under separate cover.

**Inventory Control**

**Receipt of Media**

\_\_\_\_\_ will provide boxes.

\_\_\_\_\_ will prepare and box documents for shipment.

Ricoh will schedule XX pick-ups from Client or Client-designated facility located at:

COMPANY NAME  
ADDRESS  
CITY, STATE ZIP

Site Contact Name: <CONTACTNAME>  
Phone Number: xxxxxxxxxx  
Email Address: [email@email.com](mailto:email@email.com)

The site is approximately XX miles (one-way) from the designated production facility.

Client anticipates releasing all originals or other media to Ricoh on or before <Select Date>.

**Rapid Response Service  
(File Access Requests)**

Ricoh will provide file Rapid Response Service for the duration of this project. Ricoh cannot provide this service for files in transit. Rapid Response requests will be initiated via email to the Ricoh Project Manager. Requests will contain agreed upon identifiable information (barcode

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number, file name, box number, or other information needed for direct physical file retrieval. The requested file will be retrieved, scanned, and delivered via sFTP, to the site set up by Ricoh at project start. Files will be delivered as <Select Image File Format> images within XX hours of request receipt per the SLA. Business hours are defined as Monday through Friday (excluding holidays) from 8:00 AM - 5:00 PM local time of the location of the physical files. Ricoh will provide these requests at a rate of \$35.00 per hour.

**Original Document Disposition** Original paper/media will be returned to Client thirty (30) days after associated image delivery is complete.

**[[OR]]**

Original paper/media will be shredded by Ricoh within thirty (30) days after associated image delivery is complete and Ricoh has written Client authorization to proceed with document destruction. If written authorization is not received within 30 days, original media will be returned to Client and will incur additional return shipping fees.

Should Client fail to accept the return or authorize the shredding of the original paper/media after scanning operations and image delivery is complete, or should the Client request in writing, the original paper/media will be delivered to an off-site third-party storage facility for storage until Ricoh receives a written authorization from Client directing the return or shredding of the original media. The storage of the original media will be subject solely to the terms and conditions found at <http://cdsprod2ricoh.us.ricoh.ds/en/about-us/online-terms-and-conditions> (NCR Storage Terms and Conditions). Client will be charged the rates specified in the unit pricing for the transport and storage of the original media until Client provides written authorization for the return or shredding of the same.

**Data & Image Retention** After thirty (30) days from delivery of data and images, Ricoh is not responsible for maintaining archival images or data information in connection with the delivery.

**Box Labels** Ricoh may affix tracking/control labels and/or asset tags to boxes.

**Recipient of Deliverables** Contact Name email@email.com  
Title  
Company Name  
Address  
City, State ZIP  
Telephone

**Billing Contact** Contact Name email@email.com  
Title  
Company Name  
Address  
City, State ZIP  
Telephone

## Change Order Process

During the course of the Project, new or unforeseen requests or requirements may be presented, or changes may be requested to the Project or its scope. These additional tasks, functions or deliverables have not been provided under the scope of this Project. If Client requires or requests additions or changes with any of the above items, Ricoh can provide service or assistance; however, the costs for additional tasks or deliverables have not been included in the current estimates and will be in addition to the initial pricing. The following list provides a detailed process to follow if changes to components within or outside the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.

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- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written Change Order must be signed by both parties to authorize the implementation of the changes.

Unit Pricing Table

This is a fee for service engagement and the foregoing Estimated Pre-Tax Total is not a fixed cost, it is merely an estimate of the cost. Ricoh will invoice based on the actual number of units processed multiplied by the unit cost as referenced in the above table. Pricing does not include shipping costs of deliverables.

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## Pricing & Payment Terms

Pricing is valid for thirty (30) days from the date of proposal. Each project is priced based on Ricoh's understanding of the scope and volume of the requirements as presented herein. Changes in that understanding or in the underlying express and/or implicit assumptions related to it may require substantial changes in price and schedule. All changes will be made in writing and agreed to by all parties prior to commencement of billable work.

1. Ricoh's services are offered based on the assumptions as defined herein. If the collection characteristics are substantially different from these assumptions, Ricoh reserves the right to re-price the services.
2. Delivery schedules are based on assumptions defined herein and substantial change in these assumptions may require delivery schedule changes.
3. Failure to provide Ricoh with a regular and consistent flow of materials may result in an increase in pricing and/or schedule delays.
4. Processing will be performed in accordance with the instructions set forth in this document and the addenda stated herein.
5. Pricing is offered as a comprehensive package of services. Ricoh reserves the right to re-price services if the Client decides not to have Ricoh perform certain services that have been quoted.
6. Invoicing will be based on the actual number of units multiplied by its unit or hourly rate and totaled.
7. Invoicing will be issued throughout the duration of the project. Invoicing will include all billable work processed up to the date of the invoice, even if that work-product has not yet been delivered to Client.
8. Payment for Ricoh services will be made to Ricoh and are due within thirty (30) days from date of invoice.
9. In the event payment is not received within ten (10) days of its due date a late charge of one and a half percent (1.5%) per month of the overdue amount will be charged to Client.
10. Client has thirty (30) days from receipt of a delivery to identify image file formatting issues. After this period, a service charge may be applied for corrections. This service charge accounts for reloading the data and/or images onto the system, reallocating staff, etc.

## Terms and Conditions

This SOW is executed pursuant to the contract by and between Ricoh USA, Inc. and The Regents of the University of California, a California public corporation on behalf of the University of California ("UC") on behalf of the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Purchasing Agreement number 2021002788 and the contract period is from January 15, 2021 to January 14, 2026 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any SOW entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the SOW. This SOW shall consist of the terms and conditions of the Contract and this SOW. As it pertains to this SOW, the order of precedence of the component parts of the SOW shall be as follows: (a) the terms and conditions of this SOW, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this SOW in cases of conflict or inconsistency therein.

**Commented [AM1]:** Subject to Wells Fargo comments regarding the leasing documents.

**1. Services.** From time to time, Client may engage Ricoh to perform any of the services (the "Services") described in this SOW. Changes to the scope of the Services shall be made only in a written Change Order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide the Services at the Client location set forth herein or on a remote basis. In consideration of the Services set forth in this SOW, Client shall pay Ricoh the fees in the amounts and at the rates set forth herein. Ricoh may suspend or terminate such services for non-payment. Client acknowledges that Ricoh's performance of any such Services is dependent upon Client's timely and effective performance of its responsibilities as set forth in this SOW. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

**2. Service Warranties.** Ricoh warrants that the Services performed hereunder will be performed in a good and workmanlike manner, and Client's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed.

**3. Termination of Services.** Upon thirty (30) days' prior written notice, either party may terminate any of the Services specified in this SOW. In the event Ricoh terminates any Services procured hereunder or this SOW, Ricoh shall reimburse Client for any prepaid fees related to Services not rendered prior to termination. Upon termination of this SOW by Client, Client shall be responsible for payment for all Services completed by Ricoh and accepted by Client through the effective date of termination.

#### 4. Confidentiality.

**4.1** Ricoh recognizes that it must perform the Services in a manner that protects any information of Client or its clients that Client has clearly identified to Ricoh as being confidential (such information hereafter referred to collectively as "Client Confidential Information") that may be disclosed to Ricoh hereunder from improper use or disclosure. Ricoh agrees to treat Client Confidential Information on a confidential basis. Ricoh further agrees

that it will not disclose any Client Confidential Information without Client's prior written consent to any third party except to authorized representatives of Client or to employees or subcontractors of Ricoh who have a need to access such Client Confidential Information to perform the Services contemplated hereunder. Client Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Ricoh, or (iii) information which can be established to have been independently developed and so documented by Ricoh or obtained by Ricoh from any person not in breach of any confidential obligations to Client. The terms of this SOW shall not be considered to be Client Confidential Information. Client acknowledges and agrees that any information provided by Client to Ricoh pursuant to this SOW is not Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA") or "nonpublic personal information" as defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder ("Gramm-Leach-Bliley"). In the event any information is PHI as defined by HIPAA or "nonpublic personal information" as defined under Gramm-Leach-Bliley, Client shall specifically identify information as such to Ricoh in writing.

**4.2** Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of Client owned or Client leased equipment, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Client may engage Ricoh to perform such Data Management Services at its then-current rates. The selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, data information or documentation, as well as any loss of data resulting therefrom, shall be the sole responsibility of Client, and Client shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities,

claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

**4.3** Notwithstanding anything in this SOW to the contrary, Client is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is the Client's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Client's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

**4.4** Unless specifically set forth in writing, Ricoh has no obligation to provide encryption related to the provision of Services.

#### **5. Indemnification.**

**5.1** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of \$1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents.

**5.2** Client shall indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, and breach of confidentiality arising from the copying of materials provided by Client hereunder. Notwithstanding any other provision of this SOW, nothing in this SOW shall be construed to give Ricoh any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. Client warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this SOW.

**5.3** Without intending to create any limitation relating to the survival of any other provisions of this SOW, Ricoh and Client agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or

proceeding to which the indemnification obligations set forth in this Section may apply.

**6. Limitations.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS SOW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CLIENT OR A THIRD PARTY FOR ANY DAMAGES (1) RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW OR (2) RELATED TO THE LOSS, DAMAGE OR DESTRUCTION OF ANY NEGOTIABLE INSTRUMENTS PROVIDED BY THE CLIENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Ricoh shall be excused from any delay or failure in performance of the Services under this SOW for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF RICOH TO CLIENT OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS SOW, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS SOW DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7. Assignment.** Neither party shall assign or in any way dispose of all or any part of its rights or obligations under this SOW without the prior written consent of the other, which shall not be unreasonably withheld.

**8. Force Majeure.** Ricoh may, without liability, delay performance or cancel this SOW or any Services hereunder on account of force majeure or other circumstances beyond its control including, but not limited to, acts of God, actual or threatened war, armed conflict, riot, fire, earthquake, explosion, flood, strike, lockout, injunction or telecommunications, electrical or source of supply failure.

**9. Default.** In addition to any other rights or remedies which either party may have under this SOW or at law or equity, either party shall have the right to cancel the Services provided under this SOW immediately: (i) if the

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other party fails to pay any fees or charges or any other payments required under this SOW when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this SOW, and such failure or breach shall continue un-remedied for a period of ten (10) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. If Ricoh cancels this SOW under this Section, Client shall pay any reasonable costs and expenses (including attorneys' fees and expenses) incurred by Ricoh to collect any amounts owed by Client hereunder.

**10. Intellectual Property.** Intellectual property rights arising from the Services (but not the data, materials or content provided by Client) shall remain the property of Ricoh, and nothing contained in any Statement of Work shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Statement of Work or that may be independently developed by Ricoh outside the scope of the Statement of Work and without use of any confidential or otherwise restricted material or information thereunder. Client shall not use any services provided pursuant to a Statement of Work for any unlawful purpose.

**11. Export Law; EU Data Directive.**

**11.1** Notwithstanding any other provision of this SOW, Client shall at all times remain solely responsible for complying with all applicable laws or regulations relating to export and re-export control (collectively, "Export Laws") and for obtaining any applicable authorization or license under the Export Laws. Client acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage third party Subcontractors, both foreign and domestic, to perform any portion of the Services on Ricoh's behalf. Client represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Export Law. Client shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any Export Laws arising from the performance of Services under this SOW.

**11.2** Notwithstanding any other provision of this Agreement, Client shall at all times remain solely responsible for complying with all applicable Data Protection Directives, as hereafter defined, and for obtaining any applicable authorization or license under the Data Protection Directives. Client represents and warrants

to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license or any other consent, approval or authorization is required under any Data Protection Directives ("Protected Information"). In the event Client intends to provide Ricoh with any Protected Information, Client shall identify such document, technology, software or item as Protected Information. Client shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation relating to export and re-export control of protected information under the EU Data Protection Directives (collectively, "Data Protection Directives") arising from the performance of Services under this Agreement.

**12. Non-Solicitation.** During the term of this SOW and for a period of one (1) year following the expiration or termination of this Agreement for any reason, Client shall not (i) offer to employ, or otherwise hire or engage any employee of Ricoh to whom it was introduced in connection with the transactions contemplated by this SOW, (ii) attempt to directly or indirectly induce or solicit any employee of Ricoh to whom it was introduced in connection with the transactions contemplated by this SOW to terminate his or her employment with Ricoh, or (iii) solicit or enter into any service engagement with any Ricoh client or client prospect to whom Client was introduced or referred in connection with the transactions contemplated by this SOW. Money damages are not an adequate remedy for a breach by Client of this Section, and, therefore, in addition to any other legal or equitable remedies available to it, Ricoh shall be entitled to obtain an injunction against such breach. The obligations set forth in this Section shall survive the termination or expiration of this SOW.

**13. Governing Law.** This SOW and any Services procured hereunder shall be governed by the laws of the Commonwealth of Pennsylvania both as to interpretation and performance, without regard to its choice of law requirements. All other ordering documents shall be governed by the law of the jurisdiction in which the Services are being performed. This SOW may be executed in two or more counterparts, each of which shall be deemed to be an original.

**14. Miscellaneous.** The parties agree that the terms and conditions contained in this SOW make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Client acknowledges and agrees that Ricoh does not undertake any conflict check procedure, whether formal or informal, to determine

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if Ricoh is performing services for an adverse party to Client. Furthermore, given the nature and the scope of Services provided hereunder, Ricoh has determined that a conflict check, whether formal or informal, are not necessary. Ricoh shall be permitted to conduct business in the normal course and engage customers even if the same is, in the reasonable judgment of the Client, adverse to the specific Services being performed for or on behalf of the Client. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this SOW or any document to procure Services hereunder must be in writing and signed by both parties. The delay or failure of either party to enforce at any time any of the provisions of this SOW shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to

enforce each and every provision of this SOW. If any provision of this SOW is held to be invalid or unenforceable, this SOW shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. If more than one affiliate, subsidiary, client, or law firm of Client has signed this SOW, each such Client agrees that its liability is joint and several. If Client has signed this SOW on behalf of any of its subsidiaries or affiliates, or for the benefit of any third party, client or otherwise, Client shall remain liable for the obligations hereunder.

Ricoh and Client acknowledge that the services and prices that are offered to Client herein are based on the assumptions contained within this response, and assumptions to be identified by Ricoh during its more detailed evaluation and scope assessment following the engagement contemplated hereunder. All production processing will be executed pursuant to the imaging and coding instructions and instructions contained in this document and in its addenda herein. If Ricoh determines during the production processing of Client's document collection that the collection deviates from assumptions, Ricoh reserves the right to adjust unit price for the impacted service (effective as of the earliest date that such deviation occurred), and Client agrees to pay Ricoh in accordance with Ricoh's standard terms and conditions for such services. Ricoh will notify Client of its determination of any deviation from the assumptions contained within this response.

***Ricoh may charge a minimum fee of One Hundred Fifty Dollars (\$150.00) for work performed as a result of this Statement of Work.***

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Authorization to Commence Work

Client hereby authorizes Ricoh to proceed with services described and specified in the foregoing Statement of Work for Ricoh Services, and agrees to the terms and conditions as specified herein.

RICOH USA, INC. INTERNAL REVIEW

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Client RICOH USA, INC.

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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## Addendum A – Processing Terms and Definitions

**Barrier:**

Any physical item or condition requiring manual hand/preparation time to make documents ready for scanning; barriers consist of items that must be: removed, unfolded, unbound, require a make-ready, require changes to scanner settings, require special handling, and/or require glasswork scanning.

Barrier examples include staples, clips, rubber-bands, folder prongs, folders, oversize, bound items/books, tagged originals, redwelds, notebooks, post it notes, index tabs, envelopes, zip sets, contrast issues, small pages, onion skin, fragile pages, physical media, file folders with multiple dividers/sections, tabs, condition of paper, pages with contrast issues.

**Image:**

The digital rendering of a single side of a single piece of scanned media (e.g., paper, microfilm, microfiche, aperture card, etc.).

**Page:**

A single sheet of paper, regardless of physical dimensions.

**Document:**

One or more pages which together comprise a single logical unit. Examples of different logical definitions would be an "Employment Application" on a duplex page, or a stapled group of pages comprising a "New Hire Pack", or the entire contents of the file folder of paper comprising a "HR file".

**File (1):**

An electronic version of a record, such as a PDF, JPEG or TIFF image. This definition is typically used in reference to deliverable output, could also be input.

**File (2):**

A collection of information representing on logical record. Typically used in reference to one or more folders, or documents pertaining to a single individual or matter.

**Folder Tab:**

The label portion of a physical file folder.

**Section Divider (or indexed divider tab):**

A physical partition within a File used to indicate logical breaks of separation, where the label portion is usually on a protruding tab.

**Population:**

A collection of source media sharing common attributes and/or processing requirements. Examples of possible population types would be "HR Employment Records", "HR Benefit Records", "Student Transcripts", and "Student Enrollment Files".

## Document Preparation

### Client Preparation:

Client performs 100% of the document preparation. This includes removal of all barriers, creation and insertion of make-ready copies to address contrast issues, fragile pages, small pages that won't feed, etc. Client preparation also includes the unbinding or cutting/trimming of books, pamphlets, etc. that are hard bound, and the insertion of Ricoh-provided barcode sheets, patch sheets, or document coding/indexing sheets. Client preparation requires that all pages are loose.

### Light Preparation:

Ricoh performs 100% of the preparation and includes the assumptions listed below:

- Documents are 8 1/2" x 11" (letter size) up to 11"x17" (tabloid size)
- Ricoh will insert required barcodes and document coding sheets
- 100 barriers (see definition for barrier) with ~25 pages per barrier
- Guidelines are based on average box size (16x12x10 or 1.2cf)

### Medium Preparation:

Ricoh performs 100% of the preparation and includes the assumptions listed below:

- Documents are 8 1/2" x 11" (Letter Size) or 11"x17" (tabloid size)
- Ricoh will insert required barcodes and document coding sheets
- 101-499 barriers (see definition for barrier).
- Guidelines are based on average box size (16x12x10 or 1.2cf)

### Heavy Preparation:

Ricoh performs 100% of the preparation and includes the assumptions listed below:

- Preparation includes mixed paper sizes
- Ricoh will insert required barcodes and document coding sheets
- 500 barriers (see definition above for barrier) or more in per box
- Guidelines are based on average box size (16x12x10 or 1.2cf)

## Quality Control

### Basic Quality Control:

Document Scanning Specialist will ensure scanner is cleaned and operating as required. Does not include a page-to-image comparison.

### Statistical/Sample Quality Control:

Ricoh will complete image to page QC on 10% of the images per box. **Example** - For a box with an images count of 2,500 images - The Ricoh Quality Control Specialist will review (page-to-image comparison) the first 100 images (~4%) of every box, 50 images (~2%) from the middle of the box, and 100 images (~4%) from the end of the box. The quality control process involves the QC Specialist checking for the following items on the ~10% of the population as defined above:

- Ensure all pages defined in the ~10% sampling were scanned
- No missed back sides
- Images are legible to the original
- Images requiring color are scanned per instructions
- Post-it notes handled per instructions
- Physical document breaks captured correctly per instructions

### Full/Image-to-Page Quality Control:

Quality Control Specialist will:

- Perform page-to-image comparison of every page
- Ensure all pages are scanned
- No missed back sides
- Images are legible to the original
- Images requiring color are scanned per instructions
- Post-it notes handled per instructions
- Physical document breaks captured correctly per instructions

### **Reassembly**

#### **No Reassembly:**

All documents will remain loose, not returned to folders or binders. No removal of barcode and document coding sheets is necessary. Paper returned to its original pick up box/container

- Documents are not reassembled (re-stapled, re-clipped, re-bound, etc.)
- Documents are not returned to original folders or binds
- Documents are placed in original pick-up box/container
- Document order is maintained
- Ricoh may or may not remove barcodes placed in the documents during the preparation process

#### **Light Reassembly:**

Re-Assembly includes placing pages into folders (not including placing on prongs or within binder rings) without any staples or clips or any other type of barrier. Ricoh may or may not remove barcode and/or document coding sheets.

#### **Medium Reassembly**

Re-Assembly includes placing pages into folders, placing them on prongs or binder rings without any staples or clips or any other type of barrier. Ricoh may or may not remove barcode and/or document coding sheets.

#### **Heavy Reassembly:**

Re-Assemble documents as originally received. All barriers replaced as original. Ricoh will remove barcode and document coding sheets.

# OMNIA PARTNERS PUBLIC SECTOR STAND-ALONE LEASE PURCHASE ORDER (“PO”) LANGUAGE

## STANDARD FMV OR IMAGE MANAGEMENT LEASING ONLY

*Language to appear on face of customer’s PO:*

-----

This Purchase Order incorporates by reference the lease and maintenance terms and conditions outlined in the Omnia Partners Public Sector Master Lease Agreement (01.21) and the Omnia Partners Public Sector Equipment Sale and Maintenance Agreement of Omnia Public Sector Contract No. 2021002788, as amended, and each as located at: <https://www.omniapartners.com/publicsector/contracts/supplier-contracts/ricoh> (collectively, the “Contract”) which terms and conditions (a) shall supersede all conflicting other terms and conditions of this Purchase Order, whether annexed or incorporated into this Purchase Order, and (b) to the extent applicable, are amended by the Omnia Partners Public Sector addendum attached to this Purchase Order. All references to “Schedule” in the Contract shall mean this Purchase Order whether executed or not.

*Equipment and service-related information required to appear on face of customer’s PO:*

-----

- Equipment Description and Quantity
- Minimum Term
- Minimum (Lease) Payment
- Maintenance Payment, if applicable
- Minimum Images included in Maintenance Payment, if applicable
- Cost of Additional Images, if applicable
- If CPC, then need Guaranteed Minimum Images and Cost of Additional Images
- Proper customer billing information
- Proper remit to information

**Product Schedule Number:** \_\_\_\_\_

**Master Lease Agreement Number:** \_\_\_\_\_

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and \_\_\_\_\_, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Omnia Partners Public Sector Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

**CUSTOMER INFORMATION**

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

**PRODUCT/EQUIPMENT DESCRIPTION ("Product")**

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

**PAYMENT SCHEDULE**

<b>Minimum Term</b> (months)

<b>Minimum Payment</b> (Without Tax)
\$

<b>Minimum Payment Billing Frequency</b>
<input type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

<b>Advance Payment</b>
<input type="checkbox"/> 1 <sup>st</sup> Payment
<input type="checkbox"/> 1 <sup>st</sup> & Last Payment
<input type="checkbox"/> Other: _____

Guaranteed Minimum Images*°	
Black/White	Color

Cost of Additional Images°	
Black/White	Color

<b>Meter Reading/Billing Frequency</b>
<input type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

\* Based upon Minimum Payment Billing Frequency

° Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)      Customer Billing Reference Number (P.O. #, etc.) \_\_\_\_\_  
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: \_\_\_\_\_)

**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the “*Image Management Commitments*” page attached to this Schedule (collectively, the “Commitments”) are separate and independent obligations of Ricoh USA, Inc. (“Ricoh”) governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.
3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images (“Additional Images”). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
4. Additional Provisions (if any) are: \_\_\_\_\_

**THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<p><b>CUSTOMER</b></p> <p>By: <b>X</b> _____  Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p><b>Accepted by: RICOH USA, INC.</b></p> <p>By: _____  Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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**RICOH USA, INC.**

**IMAGE MANAGEMENT COMMITMENTS**

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 300 Eagleview Blvd #200, Exton, PA 19341 ("Rico"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's Normal Business Hours (as defined below). They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

**TERM PRICE PROTECTION**

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Product Schedule, will not increase in price during the Minimum Term of the Image Management Product Schedule, unless agreed to in writing and signed by both parties.

**PRODUCT SERVICE AND SUPPLIES**

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day). Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments if you request overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Ricoh may refuse you additional supply shipments, or as otherwise agreed to by the parties. Optional supply items such as paper and transparencies are not included, unless otherwise agreed to by the parties in writing. Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

**RESPONSE TIME COMMITMENT**

Ricoh will provide a one hour (1) phone response to service calls measured from receipt of your call. Ricoh will provide a four (4) business hour response time for all service calls located within a major metropolitan area, and an eight (8) business hour average response time for service calls located fifty (50) miles or greater from a Ricoh service center for the term of the Image Management Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Product Schedule.

**UPTIME PERFORMANCE COMMITMENT**

Ricoh will service the Product to be Operational with a quarterly uptime average of 95% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

**IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS**

At any time after the expiration of the initial ninety day period of the original term of the Image Management Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Product Schedule but may extend the remaining term of the existing Image Management Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

**PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION**

At any time after the expiration of one-half of the original term of the Image Management Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Product Schedule or Amendment.

**PERFORMANCE COMMITMENT**

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. Should a Product or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Product with another unit of the same product designation as that Product and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Product it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities. Ricoh shall re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

**ACCOUNT MANAGEMENT**

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

**QUALITY ASSURANCE**

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. *To ensure the most timely response please call 1-888-275-4566.*

**MISCELLANEOUS**

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. These Service Commitments shall be governed according to the laws of the State where your principal place of business or residence is located without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "Rico Certified Technician". If any software, system support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Product Schedule as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.



**Omnia Partners Public Sector Product Schedule  
with Purchase Option**

Ricoh USA, Inc.  
300 Eagleview Blvd #200  
Exton, PA 19341

**Product Schedule Number:** \_\_\_\_\_

**Master Lease Agreement Number:** \_\_\_\_\_

This Omnis Partners Public Sector Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and \_\_\_\_\_, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Omnia Partners Public Sector Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

**CUSTOMER INFORMATION**

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

**PRODUCT DESCRIPTION ("Product")**

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

**PAYMENT SCHEDULE**

<b>Minimum Term</b> (months)	<b>Minimum Payment</b> (Without Tax)	<b>Minimum Payment Billing Frequency</b>	<b>Advance Payment</b>
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate)      Customer Billing Reference Number (P.O.#, etc.) \_\_\_\_\_  
Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: \_\_\_\_\_)

**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Purchase Option:

The parties agree that the purchase option for the Product is a \$1.00 purchase option plus applicable taxes. In connection with such option, Customer further agrees as follows:

- notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the

\_\_\_\_\_  
Customer Initials



**Omnia Partners Public Sector Product Schedule  
with Purchase Option (tax exempt)**

Ricoh USA, Inc.  
300 Eagleview Blvd #200  
Exton, PA 19341

**Product Schedule Number:** \_\_\_\_\_

**Master Lease Agreement Number:** \_\_\_\_\_

This Omnia Partners Public Sector Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and \_\_\_\_\_, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Omnia Partners Public Sector Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

**CUSTOMER INFORMATION**

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

**PRODUCT DESCRIPTION ("Product")**

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

**PAYMENT SCHEDULE**

<b>Minimum Term</b> (months)	<b>Minimum Payment</b> (Without Tax)	<b>Interest Rate</b>	<b>Minimum Payment Billing Frequency</b>	<b>Advance Payment</b>
	\$	_____% per annum	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate)

I.R.C. Section 103 Interest Tax Exempt: ☐ Yes

Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: \_\_\_\_\_)

Customer Billing Reference Number (P.O.#, etc.) \_\_\_\_\_

**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

\_\_\_\_\_  
Customer Initials

3. Purchase Option:

The parties agree that the purchase option for the Product is a \$1.00 purchase option plus applicable taxes. In connection with such option, Customer further agrees as follows:

- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule;
- (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and
- (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.

4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

5. Additional Provisions (if any) are: \_\_\_\_\_

**THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<b>CUSTOMER</b> By: <b>X</b> _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	<b>Accepted by: RICOH USA, INC.</b> By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule;

- (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and
- (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.

4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

5. Additional Provisions (if any) are: \_\_\_\_\_

**THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<b>CUSTOMER</b>	<b>Accepted by: RICOH USA, INC.</b>
By: <b>X</b> _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____



Ricoh USA, Inc.  
300 Eagleview Blvd #200  
Exton, PA 19341

## Omnia Partners Public Sector Product Schedule

Product Schedule Number: \_\_\_\_\_

Master Lease Agreement Number: \_\_\_\_\_

This Omnia Partners Public Sector Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and \_\_\_\_\_, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Omnia Partners Public Sector Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

### CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

### PAYMENT SCHEDULE

<b>Minimum Term</b> (months)	<b>Minimum Payment</b> (Without Tax)	<b>Minimum Payment Billing Frequency</b>	<b>Advance Payment</b>
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)      Customer Billing Reference Number (P.O. #, etc.) \_\_\_\_\_  
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: \_\_\_\_\_)

### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: \_\_\_\_\_

**THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<b>CUSTOMER</b> By: <b>X</b> _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	<b>Accepted by: RICOH USA, INC.</b> By: _____ _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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**Loan Number:** \_\_\_\_\_

Unless and to the extent you are exempt and provide a valid exemption certificate to us, you authorize us to adjust the Principal Amount and the Payment amount by up to fifteen percent (15%) to reflect any sales, use or similar taxes charged on the Software Supplier's invoice for the Licensed Software. You shall pay the unpaid balance of the Principal Amount and all accrued interest and any other charges due hereunder on the expiration of the Term.

EXCEPT AS SET FORTH IN SECTION 16 BELOW ENTITLED "STATE AND LOCAL GOVERNMENT PROVISIONS", YOUR OBLIGATIONS TO REMIT PAYMENTS TO US UNDER THIS AGREEMENT SHALL BE ABSOLUTE, UNCONDITIONAL AND COMPLETELY INDEPENDENT OF ANY DEFECT IN OR DAMAGE TO THE LICENSED SOFTWARE, CUSTOMER'S LOSS OF POSSESSION OR USE OF THE LICENSED SOFTWARE, OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY SERVICES RELATED TO THE LICENSED SOFTWARE. PAYMENTS UNDER THIS AGREEMENT ARE NOT SUBJECT TO SET-OFFS, CLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER, ALL OF WHICH YOU HEREBY WAIVE TO THE EXTENT PERMITTED BY APPLICABLE LAW. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. Cash and cash equivalents are not acceptable forms of payment under this Agreement, and you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you.

3. Prepayment. You may not partially prepay the Principal Amount prior to the end of the Term without our written consent, which may be conditioned upon the payment of fees, the adjustment of the monthly Payment amount, and other terms and conditions. At any time, Customer may prepay all, but not less than all, of the Principal Amount, together with any and all accrued and unpaid interest thereon, any and all other amounts payable by Customer under this Agreement and, if such prepayment is made prior to the last twelve (12) months of the Term, a prepayment fee equal to the lesser of (i) one percent (1%) of the Principal Amount outstanding on the date of prepayment (without giving effect to any prior prepayments) multiplied by the number of full twelve-month periods remaining until the end of the Term and (ii) the maximum prepayment charge allowed by applicable law, or as otherwise mutually agreed to by the parties.
4. Late Payments. If any Payment or any other sum due under this Agreement is not received within ten (10) days after the applicable due date for such Payment or other amount, in addition to the amount of each such Payment or other amount, to the extent not prohibited by applicable law, you shall pay a late payment charge of five (5%) of such past due amount or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you also agree to pay \$25 for each check returned for insufficient funds or any other reason.
5. Ownership; Security Interest. Unless we are the licensor of the Licensed Software, we have no ownership interest in the Licensed Software and shall not be shown as the owner of the Licensed Software on any tax reports or returns. To secure all of your obligations under this Agreement, you grant to us a security interest in your rights under and interests in each software license agreement relating to the Licensed Software, including any amendments thereto (each, a "License") and each maintenance, support or other service agreement relating to any License, together with all of your rights and interest in any general intangibles which any of the foregoing may represent, and all products and proceeds of such rights and interest (collectively, the "Collateral"). You irrevocably grant to us the power to prepare, sign on your behalf (if applicable), and file Uniform Commercial Code ("UCC") financing statements identifying the Collateral and any related amendments or continuations.
6. Representations, Warranties and Covenants. You hereby represent, warrant and covenant as follows: (i) you have the power and authority to enter into this Agreement and to grant the security interest described in this Agreement; (ii) the Collateral is, and will remain, free and clear of all liens and encumbrances of every kind, except for the security interest granted in this Agreement and the rights of the software licensor in the Licensed Software; (iii) you will maintain each License in full force and effect and will do all acts deemed necessary by us to continue our perfected, first priority security interest in the Collateral; (iv) you shall remain solely responsible under any License for the observance and performance of all conditions and obligations of you under such License; (v) you shall pay promptly when due all taxes, fees, assessments and other charges levied or assessed on any of the Collateral or on the use of the Collateral or on this Agreement to the extent permitted by applicable law; (vi) you will use the Licensed Software only in the lawful conduct of your business, and not for personal, household or family purposes; (vii) your address, legal name, and form and jurisdiction of organization are set forth above or referenced above, and you will not change your address, legal name or form or jurisdiction of organization without thirty (30) days prior written notice to us; and (viii) this Agreement has been duly executed and delivered by your authorized officer or agent and constitutes your legal and binding obligations, enforceable against you in accordance with its terms.
7. Default and Remedies. Each of the following is a "Default" under this Agreement: (i) you fail to make payment of any amount due under this Agreement within thirty (30) days after its due date; (ii) you default or fail to perform any of your obligations under this Agreement; (iii) any License is terminated for any reason; (iv) any representation or warranty contained under this Agreement proves to be false in any material respect; or (v) the appointment of a receiver for all or of any part of your property, the assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against you. Upon the occurrence of a Default, we may (A) declare all of the Principal Amount immediately due and payable, without demand or notice to you, and such amount shall bear interest at the lower of one and one-half percent (1-1/2%) per month or the maximum rate allowed by applicable law; (B) terminate or cause to be terminated your rights under each License and withhold or cause to be withheld any maintenance, support or other service relating to each License; and (C) exercise any and all rights of a secured party under the UCC, and to the extent permitted by applicable law, we may charge you for expenses incurred in connection with the enforcement of such rights and remedies, including, without limitation, collection costs, attorneys' fees and court costs. You irrevocably grant to us the power to terminate or suspend any maintenance, support or other service relating to each License for and on your behalf. Our remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. We shall not be required to first foreclose, proceed against or exhaust any Collateral before enforcing your obligations under this Agreement. To the extent permitted by applicable law, you hereby waive presentment, demand for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, and all other notices in connection herewith.
8. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT: WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF YOU; YOU HAVE SELECTED THE LICENSED SOFTWARE, THE SOFTWARE SUPPLIER AND, IF APPLICABLE, THE SOFTWARE LICENSOR BASED UPON YOUR OWN JUDGMENT; YOU AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL STATEMENTS OR REPRESENTATIONS CONCERNING THE LICENSED SOFTWARE MADE TO YOU; THE LICENSED SOFTWARE IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU AND THAT THE SAME IS SUITABLE AND FIT FOR YOUR PURPOSES; WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT OR THE LICENSED SOFTWARE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO, AND MAKE YOUR OWN DETERMINATION OF THE PROPER ACCOUNTING TREATMENT OF, THIS AGREEMENT AND THE AGREEMENT. WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE LICENSED SOFTWARE OR THIS AGREEMENT.



9. Limitation on Charges. Both parties intend to comply with all applicable laws. In no event will you be charged nor will we collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Agreement or refunded to you.
10. Notices. All required notices will be considered to have been given if sent by registered or certified mail or overnight courier service to the other party (as the case may be) at its address stated herein, or at such other place as such addressee may have designated in writing. Notices shall be effective upon receipt, as reflected on the proof of delivery.
11. Assignment; Successors and Assigns. You shall not assign this Agreement or any of your obligations under this Agreement, without our prior written consent. We may sell or assign all or a portion of our interests in this Agreement without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set-offs that you may have against us. In the event the remit to address for Payments is changed during the term of this Agreement, then Ricoh or the Assignee will provide notice to you. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. This Agreement shall be binding upon you and your representatives, successors and assigns, and shall inure to the benefit of us, our successors and assigns. You acknowledge that the Assignee is not the owner, developer or designer of the Licensed Software.
12. Indemnification. To the extent permitted by applicable law, you are responsible for all losses, claims, liens, suits, damages, liabilities, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to this Agreement or the Licensed Software. You agree to indemnify and defend us against, and hold us harmless from, any and all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement. You shall pay to us all reasonable costs and expenses, including reasonable attorneys' and collection fees, incurred by us in enforcing the terms and conditions under, or in protecting our rights and interests in, this Agreement.
13. GOVERNING LAW, JURY TRIAL WAIVER, SEVERABILITY, EFFECT OF AGREEMENT. YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. If any provision of this Agreement is in conflict with any applicable statute, rule or regulation, then such provision shall be deemed null and void to the extent of such conflict, but without invalidating any other provision of this Agreement. This Agreement constitutes the full and complete agreement between you and us in connection with the Licensed Software. This Agreement cannot be modified except by mutual, signed written agreement between you and us. This Agreement shall continue in full force and effect for so long as any amount shall remain outstanding under this Agreement.
14. Miscellaneous. You authorize us to insert or correct missing information on this Agreement, limited to the following: (1) the agreement and/or applicable contract number(s), (2) your proper legal name, jurisdiction and form of organization and (3) any information describing the Licensed Software to include the quantity thereof. If applicable and to the fullest extent permitted by applicable law, you authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Agreement. Each of our respective rights and indemnities will survive the termination of this Agreement.
15. Electronic Transmission of Documents. This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Agreement, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of this Agreement containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Agreement containing your manual signature.
16. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, as indicated on the first page of this Agreement, the following additional terms and conditions shall apply:
- (a) Essentiality. During the term of this Agreement, the Licensed Software will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Licensed Software is essential to performing such governmental or proprietary functions.
  - (b) Non-Appropriation. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under this Agreement in the next succeeding fiscal period, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, and (B) this Agreement shall terminate, on the last day of the fiscal period for which funds were appropriated for the amounts due under this Agreement, without penalty or expense to you and you shall not be obligated to pay amounts due under this Agreement beyond such fiscal year, provided that you shall pay any and all amounts due up through the end of the last day of the fiscal year for which appropriations were made. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
  - (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Agreement for the entire term of this Agreement and to pay all amounts due under this Agreement and to do all things lawfully within your power to obtain and maintain funds from which such amounts may be paid. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Agreement shall

not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of this Agreement the amounts due under this Agreement to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all amounts under this Agreement coming due during such fiscal year.

- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Agreement; (C) this Agreement has been duly authorized, executed and delivered by you and constitute a valid, legal and binding agreement enforceable against you in accordance with its terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) If applicable, you agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Agreement. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Agreement.
- (e) Assignment. If applicable, you agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Agreement, as of the date written below.

**CUSTOMER**

By: **X** \_\_\_\_\_  
*Authorized Signer Signature*

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**RICOH USA, INC.**

By: \_\_\_\_\_  
*Authorized Signer Signature*

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



**OMNIA PARTNERS PUBLIC SECTOR**  
**MASTER MAINTENANCE & SALE AGREEMENT**

CUSTOMER INFORMATION					
Full Legal Name					
Address					
City		State		Zip Code	

This OMNIA Partners Public Sector Master Maintenance & Sale Agreement (“Agreement”) sets forth the specific terms and conditions under which Ricoh USA, Inc. (“Ricoh”) agrees to sell the specific equipment, software, and/or hardware (“Products”) and/or provide the services (“Services”) identified on an Order (defined below). This Agreement is executed pursuant to the contract by and between Ricoh and The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California; and National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector Omnia. and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Purchasing Agreement number \_\_\_\_\_ and the contract period is from January 15, 2021 to January 14, 2026 (the “Contract Period”), including any and all exercised renewal periods, (the “Contract”). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an “Order”). Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any. This Agreement shall consist of the terms and conditions of the Contract and this Agreement. As it pertains to this Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Agreement, (b) the terms and conditions of any Order, and (c) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

**Terms applicable to Service transactions only:**

1. **Services.** (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer’s specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer’s specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer’s request and paid at Ricoh’s applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “RicoH Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer’s reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

3. **Term; Early Termination.** Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the “Initial Term”) so long as no ongoing default exists on Customer’s part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis (any such renewal period together with the Initial Term, the “Term”). In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or

observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). 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 meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer 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. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the

damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

**Terms applicable to Product sale transactions only:**

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

**Terms applicable to all transactions:**

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoch Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH 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.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

15. **Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

19. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

20. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH USA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## MASTER SERVICE AGREEMENT

CUSTOMER INFORMATION					
Full Legal Name					
Address					
City			State		Zip Code

This OMNIA Partners Public Sector Master Service Agreement (this “**Agreement**”) is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between Ricoh USA, Inc. (“**Ricoh**”), with its principal place of business at 300 Eagleview Boulevard, Suite 200, Exton, PA 19341, and the customer listed above (“**Customer**”). This Agreement is executed pursuant to the contract by and between Ricoh and The Regents of the University of California, a California public corporation (“**UC**”) on behalf of the University of California; and National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector Omnia. and all public agencies, non-profits and higher education entities (“**Participating Public Agencies**”), having a Purchasing Agreement number \_\_\_\_\_ (the “**Contract**”) and the contract period is from January 15, 2021 to January 14, 2026 (the “**Contract Period**”), including any and all exercised renewal periods, (the “**Contract**”). The parties hereby agree as follows:

**1. Products; Services.** From time to time, Customer and/or its Affiliates (defined below) may desire to purchase from Ricoh and/or its Affiliates: (a) certain equipment, software licenses or subscriptions, consumables, accessories and other goods (“**Products**”); and (b) certain services, including those that may be performed by Ricoh personnel or any Ricoh subcontractor’s personnel (“**Personnel**”), in connection with, or independent of, Customer’s purchase(s) of Products under this Agreement (“**Services**”), each as may be more specifically set forth in an Order Form (defined below). “**Affiliate**” means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person or entity. For purposes of this definition, “control,” when used with respect to any specified person or entity, means the power to direct the management and policies of such person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the term “controlled” has the meaning correlative to the foregoing. In order to obtain Products and/or Services from Ricoh or its Affiliates pursuant to this Agreement, Customer shall enter into a binding Service Order, Statement of Work or other written instrument acceptable to Ricoh (an “**Order Form**”). In the event a Ricoh Affiliate and/or Customer Affiliate executes an Order Form, then: (i) all references to “Ricoh” and “Customer” in this Agreement shall mean the Ricoh Affiliate and Customer Affiliate who execute the Order Form; (ii) in all events, the sole contracting parties for all purposes related to such Order Form shall be the Ricoh Affiliate and Customer Affiliate who execute such Order Form; and (iii) Customer and each such Customer Affiliate shall be jointly and severally responsible for acts, omissions and obligations under the Order Form executed by such Customer Affiliate, including, without limitation, obligations under this Agreement as incorporated therein.

**2. Invoicing and Payment.** Ricoh shall invoice Customer for the fees and any other charges set forth in an Order Form. Payments are due within thirty (30) days from the date of the applicable invoice. Customer agrees that it will remit payments in the form of company checks, direct debit or wires only. All fees, rates and other charges provided for in this Agreement or set forth on an Order Form are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes (other than taxes relating to Ricoh’s income), as well as all levies, import duties, tariffs, or other similar charges whether international, national, state or local, which are levied or imposed on Ricoh in connection with its performance hereunder or under an Order Form. Ricoh will bill Customer for the foregoing to the extent incurred or required to be collected and remitted by Ricoh. Unless otherwise set forth in an Order Form, annually, on the anniversary date of an Order Form, Ricoh will increase the minimum fee and any rate in such Order Form by seven percent (7%). Customer agrees to reimburse Ricoh for all reasonable travel and out-of-pocket expenses incurred by Ricoh in connection with the performance of the Services. Unless otherwise expressly identified on an Order Form, Customer represents and warrants that no cooperative or group purchasing organization or similar contract is being or will be used or leveraged by Customer in conjunction with this Agreement or any Order Form. If any invoiced amount is not paid within ten (10) days of its due date, Customer will pay, in addition to that amount, a late charge of five percent (5%) of the overdue payment (but in no event greater than the maximum amount allowed by applicable law). Ricoh may suspend or terminate any Services and/or additional deliveries of Products for non-payment. If Customer disputes a charge or charges on a given invoice, other than fixed (or minimum) fees or charges specified in an Order Form, Customer shall pay all non-disputed amounts and provide prompt written notice, with supporting documentation, of the disputed charges to Ricoh. Customer will not be charged a late fee on any charges reasonably disputed by Customer in accordance with this Agreement.

**3. Warranties.** Ricoh warrants that the Services will be performed: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the applicable Order Form. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh’s attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh’s performance of Services is dependent upon Customer’s timely and effective performance of its responsibilities set forth in the Order Form.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN AN ORDER FORM, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

**4. Intellectual Property Rights.** Intellectual property rights, including the design, development and delivery of all inventions, business methods, processes, concepts, drawings, designs, blueprints, photographs, sketches, works of authorship, reports, plans, software (in source and object code format), documentation, databases, data, information and other materials (whether intangible or tangible), prepared or created by Ricoh in the course of the performance of the Services shall, upon creation, become the property of Ricoh (“**Ricoh Property**”) and Ricoh shall retain all ownership rights



in the Ricoh Property; provided, however, that Ricoh Property shall not include, and Ricoh shall not acquire ownership of data, materials or content provided by Customer. Nothing contained in any Order Form shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Order Form or that may be independently developed by Ricoh outside the scope of the Order Form. Customer shall not use any Products or Services provided by Ricoh for any unlawful purpose. Subject to payment of all relevant fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in the applicable Order Form or other transaction documents) license solely for its internal business purposes, and may use, display, and distribute (within Customer's organization only) the Ricoh Property, except as otherwise limited hereunder or under the Order Form. For clarity, any Order Form and the foregoing license relates to the Services only, and software programs (whether on-site or hosted) shall not be deemed to be deliverables or "Services." All licensing of Ricoh and/or third-party software shall be as provided in Section 5 hereunder.

**5. Software.** All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "**Software License**"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("**Licensor**") and the restrictions set forth in the applicable Order Form. Ricoh has no right, title or interest in any third-party software (including any open source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses.

**6. Term and Termination.** This Agreement shall be effective on the Effective Date and shall remain in effect for so long as any current or renewal term of any Order Form executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Order Form entered into by the parties, which shall remain in effect in accordance with its terms. Except as otherwise set forth in an Order Form, either party may terminate any of the Services specified in an Order Form upon thirty (30) days' prior written notice, subject to any termination fee as may be set forth in the applicable Order Form. Upon termination of the Services, Customer shall: (a) allow Ricoh a reasonable period to remove from Customer's locations any equipment, tools, supplies, documents, and other property owned, leased, or controlled by Ricoh and used under this Agreement; (b) pay to Ricoh all fees and charges incurred by Customer through the date of termination of the Services under this Agreement; and (c) pay to Ricoh any applicable termination fee, recoupment fee or other fee stipulated to be due upon termination.

**7. Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to terminate any Order Form, in whole or in part, or this Agreement immediately: (a) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; (b) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (c) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding.

**8. Confidentiality.** "**Confidential Information**" shall mean information in any form which may be disclosed in the performance of this Agreement or an Order Form and which: (a) is identified as confidential; or (b) should reasonably be understood by the receiving party to be confidential and proprietary, including information relating to the Products, Services, data used or generated in the provision of the Services, or any of a party's products, operations, processes, plans or intentions, know-how, trade secrets, market opportunities or business affairs. Neither party is permitted to divulge, and each party must ensure that its employees, agents and subcontractors do not divulge, to any third-party, any Confidential Information of the other party without the other party's prior written consent, except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Confidential Information to perform the Services contemplated hereunder. Confidential Information shall not include information which: (i) at the time of disclosure is in the public domain; (ii) after disclosure becomes part of the public domain by publication or otherwise through no fault of the receiving party; (iii) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction; or (iv) can be established to have been independently developed and so documented by the receiving party or obtained by the receiving party from any person not in breach of any confidential obligations to the disclosing party. The terms of this Agreement and any Order Form shall not be considered to be Confidential Information. Customer acknowledges and agrees that it shall not provide any sensitive information, personal data or information that is otherwise regulated by applicable law, rule, statute, regulation or guidance document without first notifying Ricoh in writing so the parties may, if required, enter into additional terms and conditions related to such information.

Notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect Customer's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

**9. Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, automobile liability (if applicable), property insurance (for owned, rented or leased equipment/property used by each party) professional liability/error and omissions (if applicable), and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of an Order Form (or this Agreement whichever is longer). Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement. Each party shall also require that all of its subcontractors maintain similar coverages. Such insurance policies will be primary for that party's exposure relative to any insurance purchased or maintained by the other party, and be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled without thirty (30)



days' written notice to the other party. With regard to the general liability insurance and automobile liability insurance, each party's insurance shall be endorsed so the insurer will waive subrogation rights against the other party.

**10. Indemnification.** Each party ("**Indemnifying Party**") shall indemnify, defend and hold harmless the other ("**Indemnified Party**") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Customer warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this Agreement. Customer shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation, including, without limitation, claims relating to: (a) shipping of any regulated materials (e.g., hazardous materials) arising from Ricoh's shipping of materials provided by or on behalf of Customer hereunder; (b) Customer's use of personal or other regulated data in conjunction with any one or more Services; and (c) import, export and re-export control (collectively, "**Import/Export Laws**") arising from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this Agreement. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable shipping laws or regulations and Import/Export Laws, and for obtaining any applicable authorization or license thereunder. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Import/Export Law. Customer shall indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, and breach of confidentiality arising from the copying/processing of materials provided by Customer under an Order Form. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this section may apply.

**11. Limitations.**

11.1 Ricoh and Customer shall each be excused from any delay or failure in performance of their obligations under this Agreement (other than payment obligations) for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control.

11.2 IN NO EVENT SHALL RICOH'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED, IN THE AGGREGATE, THE AMOUNT RICOH RECEIVED FROM CUSTOMER HEREUNDER DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE LIABILITY.

11.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.4 THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

**12. Out of Scope Services.** Notwithstanding anything to the contrary in this Agreement or any Order Form, the Services do not include, and Ricoh shall have no obligation to provide, or any liability for, any Out of Scope Services. "**Out of Scope Services**" means: (a) any service that is not specified in an Order Form; and (b) the operation or maintenance of any heavy equipment or machinery, including forklifts and stackers; the use or operation of any non-Ricoh vehicles; the handling or delivery of cash, checks, securities or negotiable instruments; security services, including x-ray, screening, guard or similar security measures; catering services; the leasing of real estate; chauffeur, limo or shuttle services; and the shipping, handling, or delivery of lithium batteries (unless the shipping of lithium batteries has been expressly agreed to by Ricoh and Customer agrees that such shipping will be performed in accordance with Ricoh's Lithium Shipping Procedures, which shall be provided upon request), explosives, drugs, chemicals, hazardous materials, biological materials, medical supplies, medical wastes, food items, and other perishables.

**13. Non-Solicitation.** Customer may not, during any Personnel's assignment to Customer under an Order Form or within one (1) year after the completion of such an assignment under the applicable Order Form, directly or indirectly solicit, hire, or otherwise employ or engage any such Personnel who was assigned to Customer in any manner or have any Personnel who was assigned to Customer provide services to Customer through a third-party. If Customer fails to comply with the previous sentence, then Customer shall pay to Ricoh (without prejudice to other claims, rights, and remedies Ricoh may have) a one-time placement fee as compensation for the screening, hiring, and training costs incurred by Ricoh with respect to the replacement of each such Personnel, a sum equal to one (1) years' salary for each person Customer directly or indirectly hires, employs or engages (including, but not limited to, circumstances where such Personnel is employed with or an independent contractor for a third party and provides services to Customer), not to exceed \$50,000 for each such person. Customer acknowledges that: (a) individual Ricoh Personnel have post-employment and post-engagement obligations and duties to Ricoh; and (b) Customer's direct or indirect employment or engagement of former Ricoh Personnel who were assigned to Customer, or Customer's negotiations or other discussions with former Ricoh Personnel who were assigned to Customer concerning such direct or indirect employment or engagement may interfere with the performance of those individuals' post-employment and post-engagement duties to Ricoh. Ricoh's acceptance of fees under this Section 13 will not constitute a waiver of, and shall be in addition to, Ricoh's right to obtain any and all relief, including, but not limited to, injunctive relief and damages, in any legal proceeding(s) against Customer and/or such former Ricoh Personnel in connection with the breach of and/or interference with any such former Ricoh Personnel's post-employment or post-engagement obligations.

**14. Subcontracting and Assignment.** Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage subcontractors, including non-U.S. subcontractors, to perform any portion of the Services on Ricoh's behalf. If Ricoh engages any subcontractor, Ricoh shall be fully responsible for the subcontractor's performance in accordance with the terms of this Agreement and the applicable Order Form, and any breach by any such subcontractor shall be deemed a breach by Ricoh. Ricoh shall provide Customer with reasonably available information about its subcontractors upon written request from Customer. Customer shall not assign this Agreement or any Order Form, or any of its obligations under this

Agreement or any Order Form, whether voluntarily or by process of law, without the prior written consent of Ricoh, which consent shall not be unreasonably delayed, withheld or conditioned.

**15. On-Site Services.** If On-Site Services (as defined in the applicable Order Form) are performed, then this Section 15 shall apply. Despite anything in this Agreement or an Order Form to the contrary, if Ricoh determines (in its reasonable and good faith discretion) that it must increase compensation paid to Personnel who are performing the On-Site Services due to a change in legislation or a similar event outside of Ricoh's reasonable control affecting labor costs in a material manner, then Ricoh may, upon thirty (30) days' advance notice to Customer, increase its charges under the applicable Order Form by a reasonable amount related to the compensation increase. If Customer terminates any On-Site Services or if Ricoh terminates any On-Site Services for Customer's uncured default, then Customer shall (in addition to all other charges or amounts due and owing under the Order Form and any other claims that Ricoh may have related to the termination): (i) reimburse Ricoh for all costs and expenses that Ricoh has incurred or remains obligated to incur related to performing the terminated On-Site Services (including, for example, implementation and deployment expenses, expenses to rent vehicles or other equipment, real estate expenses, and compensation of independent contractors and specialized personnel); and (ii) pay to Ricoh a termination fee equal to: (a) four (4) times the then current minimum fee if termination occurs in the first twelve (12) months of the initial term or any renewal term of the Order Form; (b) three (3) times the then current minimum fee if termination occurs in months thirteen (13) through twenty-four (24) of the initial term or any renewal term of the Order Form; or (c) two (2) times the then current minimum fee if termination occurs any time after the twenty-fourth (24<sup>th</sup>) month of the initial term or any renewal term and prior to the expiration of such initial term or renewal term of the Order Form, and if applicable, any other fees and charges specified on the Order Form (collectively, "**On-Site Services Termination Fee**"). For clarity, if Customer terminates On-Site Services due to an uncured default by Ricoh under the applicable Order Form, then Customer shall not be obligated to pay the On-Site Services Termination Fee related to that Order Form. Customer acknowledges and agrees that: (a) the On-Site Services Termination Fee is reasonable given: (i) the injury to Ricoh caused by the termination of the On-Site Services, (ii) the difficulties in proving the type and amount of damages caused by such termination, and (iii) the inconvenience and impracticality of obtaining an adequate remedy; and (b) Customer's payment of the On-Site Services Termination Fee is intended to provide Ricoh with a reasonable remedy for such termination and not to operate as a penalty.

**16. Miscellaneous.**

16.1 **Customer Policies and Procedures; Cooperation.** While at Customer's site, all Personnel shall comply with Customer's reasonable site safety and security policies, provided they are first provided in writing in advance to Ricoh, do not conflict with this Agreement or any Order Form, and do not impose any additional financial or legal burden on Ricoh. Customer shall provide access to its facilities, networks, systems, data and Customer personnel, and otherwise cooperate with Ricoh in the design, implementation, delivery, support, administration, and management of the Services.

16.2 **Purchases of Products.** All purchased Products are shipped FOB Ricoh's facility. Title to purchased Products shall pass to Customer upon Ricoh's delivery to common carrier, at which time Customer assumes all risk of loss, theft or damage in transit. Within five (5) days of delivery, Customer shall notify Ricoh in writing if any purchased Product is defective or does not conform to the manufacturer's specifications, in which case Ricoh shall promptly repair or replace the defective or non-conforming purchased Product. Purchased Product shall be deemed accepted by Customer if Customer fails to notify Ricoh of any non-conformity or defect as described above. Customer's obligation to accept and pay for purchased Product is not contingent on Ricoh's provision of Services.

16.3 **Governing Law.** This Agreement and any Order Form shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law rules or requirements.

16.4 **Entire Agreement.** The parties agree that the terms and conditions contained in this Agreement and in each Order Form make up the entire agreement between them regarding the Services and (subject to Section 5) Products and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Any purchase order or other ordering documents issued by Customer at any time for any reason will not modify or affect this Agreement or any Order Form, nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the Products or Services ordered. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this Agreement or any Order Form must be in writing and signed by both parties.

16.5 **Order of Precedence.** As it pertains to this Agreement for Services (as defined below), the order of precedence of the component parts of this Agreement shall be as follows: (a) the terms and conditions of the Order Form (b) the terms and conditions of this Agreement, and (b) the terms and conditions of the Contract. .

16.6 **Waiver; Severability.** The delay or failure of either party to enforce at any time any of the provisions of this Agreement or any Order Form shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement and each Order Form. If any provision of this Agreement or any Order Form is held to be invalid or unenforceable, such provision shall be construed by modifying it to the minimum extent necessary to make it valid or enforceable (if permitted by law) or, if not, then it shall be construed as though this Agreement and each Order Form did not contain the particular provision held to be invalid or unenforceable.

16.7 **Survival.** Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of Sections 8 (Confidentiality), 9 (Insurance), 10 (Indemnification), 11 (Limitations), 15 (On-Site Services), and 16.9 (Notices; Promotional Materials) shall survive the expiration or earlier termination of this Agreement. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16.8 **Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order Form will have the same force and effect as manual signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

16.9 **Notices; Promotional Materials.** All notices shall be given in writing by the party sending the notice to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. Neither party shall (orally or in writing) make any media release or issue any promotional materials concerning this Agreement or the subject matter hereof nor (b) use any trade name, service mark, logo, or trademark of the other party without the prior written approval of the other party, which shall not be unreasonably withheld, conditioned or delayed.

16.10 **Non-Appropriation of Funds.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply. Customer's obligation to pay compensation due to us under this Agreement and any Order Form is subject to appropriations by Customer's governing board to satisfy payment of such obligations. Customer's

obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the Order Form to this Agreement shall terminate effective at the end of the fiscal year for which funds were appropriated and Customer will not be obligated to make any payments under such Order Form to this Agreement beyond the amount appropriated for payment obligations under the Order Form to this Agreement. Customer will provide Ricoh with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by Customer's governing board. However, Customer's failure to provide such notice shall not extend the Order Form to this Agreement into a fiscal year in which sufficient funds have not been appropriated, provided that (x) Customer shall pay any and all payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) Customer shall pay for Services set forth under any such Order Form for each month or part thereof that Customer utilizes the Services.

<b>CUSTOMER</b>	<b>RICOH USA, INC.</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____



**Omnia Partners Public Sector Product Schedule  
with Purchase Option (tax exempt)**

Ricoh USA, Inc.  
300 Eagleview Blvd #200  
Exton, PA 19341

**Product Schedule Number:** \_\_\_\_\_

**Master Lease Agreement Number:** \_\_\_\_\_

This Omnia Partners Public Sector Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and \_\_\_\_\_, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Omnia Partners Public Sector Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

**CUSTOMER INFORMATION**

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

**PRODUCT DESCRIPTION ("Product")**

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

**PAYMENT SCHEDULE**

<b>Minimum Term</b> (months)	<b>Minimum Payment</b> (Without Tax)	<b>Interest Rate</b>	<b>Minimum Payment Billing Frequency</b>	<b>Advance Payment</b>
	\$	_____% per annum	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate)

I.R.C. Section 103 Interest Tax Exempt: ☐ Yes

Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: \_\_\_\_\_)

Customer Billing Reference Number (P.O.#, etc.) \_\_\_\_\_

**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

\_\_\_\_\_  
Customer Initials

3. Purchase Option:

The parties agree that the purchase option for the Product is a \$1.00 purchase option plus applicable taxes. In connection with such option, Customer further agrees as follows:

- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule;
- (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and
- (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.

4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

5. Additional Provisions (if any) are: \_\_\_\_\_

**THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<b>CUSTOMER</b> By: <b>X</b> _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	<b>Accepted by: RICOH USA, INC.</b> By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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