



IT MASTER AGREEMENT AMENDMENT

DATE: 9/17/2025	AMENDMENT AMOUNT: \$0.00
ADVANTAGE CONTRACT #: MA 18P 210817*011	ITP#: 255559
DEPARTMENT AGREEMENT #:	

This Master Agreement (MA) Amendment is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Administrative and Financial Services		
ADDRESS: 51 Commerce Drive		
CITY: AUGUSTA	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: Ricoh USA Inc		
ADDRESS: PO Box 13487		
CITY: Macon	STATE: GA	ZIP CODE: 31208-3487
PROVIDER'S VENDOR CUSTOMER #: VC1000037220		

Each signatory below represents that the person has the requisite authority to enter into this IT MA Amendment.

Department Representative:

DocuSigned by:

 BY: D. Joy Lazore, Director 9/29/2025
Date

DAFS – Office of Information Technology:

DocuSigned by:

 BY: Nicholas Marquis, CIO 9/30/2025
Date

Provider Representative:

Signed by:

 BY: Jason Hinshaw, Regional Director 9/29/2025
Date

DAFS – Office of State Procurement Services:

DocuSigned by:

 BY: Joseph Zrioka, IT Procurement Director 9/30/2025
Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

STATE OF MAINE | IT MA AMENDMENT

IT MASTER AGREEMENT AMENDMENT

The IT MA is hereby amended as follows: (Check and complete all that apply.)

☒	Amended Period	Original Start Date: 10/25/2022	MA Amendment Start Date: 09/25/2025
		Current End Date: 10/19/2025	New End Date: 04/30/2026
		Reason: Extension to allow for a new MA to be negotiated.	
☐	Amended MA Amount	Adjustment Amount: \$	New MA Amount: \$
		Reason:	
☒	Amended Scope of Work	The Scope of Work in Rider A is amended as follows: All services available through the Ricoh service catalogue are added to this agreement.	
☐	Other	Describe the Changes:	

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

STATE OF MAINE | IT MA AMENDMENT

ATTACHMENT A: CHANGES TO MA TERMS AND CONDITIONS

Rider A, Paragraph 1 is amended to read as follows:

This master agreement is for copiers, printers, and multi-function devices with related supplies, accessories, and services. This agreement and all delivery orders are subject to the Sourcewell agreement attached and hereby incorporated into this contract. This agreement will expire on ~~October 19th, 2025~~ April 30, 2026 and does not include any renewals.

Rider A is amended to add the following:

Services:

The products and services available through the Ricoh services catalogue include, but are not limited to, those found within the Ricoh Services spreadsheet incorporated herein.



Ricoh Services.xlsx



IT MASTER AGREEMENT AMENDMENT

DATE: 4/19/2025	AMENDMENT AMOUNT: \$0.00
ADVANTAGE CONTRACT #: MP 18P21081700000000000011	ITP#: 254862
DEPARTMENT AGREEMENT #: N/A	

This Master Agreement (MA) Amendment is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Administrative and Financial Services		
ADDRESS: 111 Sewell Street		
CITY: Augusta	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: RICOH USA INC		
ADDRESS: PO BOX 13487		
CITY: Macon	STATE: GA	ZIP CODE: 31208-3487
PROVIDER'S VENDOR CUSTOMER #: VC1000037220		

Each signatory below represents that the person has the requisite authority to enter into this IT MA Amendment.

Department Representative:

DocuSigned by:

 BY: **D. Joy Lazore, Director** **Date** 4/28/2025

Provider Representative:

DocuSigned by:

 BY: **Rod Denzen, VP Ricoh** **Date** 4/28/2025
Mid Market Office Solutions

DAFS – Office of Information Technology:

DocuSigned by:

 BY: **Nicholas Marquis, CIO** **Date** 4/30/2025

DAFS – Office of State Procurement Services:

DocuSigned by:

 BY: **David Morris, CPO** **Date** 4/30/2025

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

STATE OF MAINE | IT MA AMENDMENT

IT MASTER AGREEMENT AMENDMENT

The IT MA is hereby amended as follows: (Check and complete all that apply.)

☒	Amended Period	Original Start Date: 10/25/2022	MA Amendment Start Date:
		Current End Date: 4/19/2025	New End Date: 10/19/25
		Reason: Six-month Extension	
☐	Amended MA Amount	Adjustment Amount: \$	New MA Amount: \$
		Reason:	
☒	Amended Scope of Work	The Scope of Work in Rider A is amended as follows: 1) Amended expiration date; and Additional Cybersecurity and Prohibited Technologies requirement.	
☒	Other	Describe the Changes: Rider B is amended to include Tariffs Item, and revised Non-Appropriation.	

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

STATE OF MAINE | IT MA AMENDMENT

ATTACHMENT A: CHANGES TO MA (TERMS AND CONDITIONS)

Rider A first paragraph is amended as follows:

RIDER A

Scope of Work and/or Specifications

This master agreement is for copiers, printers, and multi-function devices. This agreement and all delivery orders are subject to the Sourcewell agreement attached and hereby incorporated into this contract. This agreement will expire on ~~April 19th, 2025~~ October, 19th, 2025 and does not include any renewals.

Rider B – Terms and Conditions is amended to include item #21 Cybersecurity and Prohibited Technologies:

21. CYBERSECURITY AND PROHIBITED TECHNOLOGIES: Through the execution of this Contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

Contracts entered into by a state agency in violation of 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

Rider B-IT is amended to include Item #22:

22. TARIFFS. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

Rider B-IT Item #11 NON-APPROPRIATION is deleted and replace in entirety as follows:

21. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.



CONTRACT EXTENSION

Contract Number: 030321-RCH

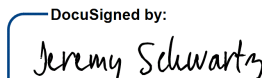
Sourcewell	and	Ricoh USA, Inc.
202 12th Street Northeast		300 Eagleview Blvd Ste 200
P.O. Box 219		
Staples, MN 56479		Exton, Pennsylvania 19341-1155
(Sourcewell)		(Vendor)

have entered into Contract Number: 030321-RCH
for the procurement of: Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and
Services

The Contract has an expiration date of 2025-04-19 , but the parties may extend the Contract by mutual
consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and
Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional
period, with a new Contract expiration date of 2026-04-19 . All other terms and conditions of the Contract
remain in full force and effect.

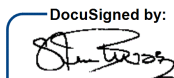
Sourcewell

DocuSigned by:

C0FD2A139D06489
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

3/11/2024 | 8:18 PM CDT
Date

DocuSigned by:

C3DE59B633C2446...
Authorized Signature

Steve Bissey
Name

Director, State & Local Gov't
Title

3/12/2024 | 5:29 PM EDT
Date



Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

Master Lease Agreement

Number: 1039821

CUSTOMER INFORMATION

Full Legal Name State of Maine				
Address 9 State House Station				
City Augusta	State ME	Zip 04333	Contact Michelle Fournier	Telephone Number 207-624-8868
Federal Tax ID Number* 22-3181040 (Do Not Insert Social Security Number)		Facsimile Number		E-mail Address Michelle.Fournier@maine.gov

*Not required for State and Local Government entities.

This 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. ("Ricoh") 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.

1. **Agreement.** 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."
2. **Schedules; Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, 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 in the form attached hereto as **Exhibit A** (which, at our request, may be done electronically) within ten (10) business days after any Product is installed.
3. **Term; Payments.**
 - (a) 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. 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 onetime late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law).
 - (b) In the event that you terminate the Maintenance Agreement (as hereunder defined) between you 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 you in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under the Maintenance Agreement.
- (c) A Schedule may be terminated in whole or in part by you in accordance with this Section 3(c) whenever you determine that such a termination is in your best interest. Any such termination shall be affected 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, you agree 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. We shall supply you with the actual number of Payments remaining and the total amount due, and you 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 as otherwise set forth in this Agreement, 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 "Service") 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 at any reasonable time upon reasonable prior written notice.

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 except to the extent caused by our negligence or willful misconduct. You are required to make all Payments even if there is a Loss. You must notify us in writing promptly of any Loss. Then, you shall be responsible to (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 from Ricoh.
8. **Indemnity, 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. In the event of loss or damage to the Product, except to the extent such loss or damage is caused by an act or omission of Ricoh, 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, to the extent not prohibited by law, 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.
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 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) to the extent not prohibited by law, 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 court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will to contact you telephonically, via email or other means of communication 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. To the extent not prohibited by law, you agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. 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, such notice will be provided in accordance with such applicable law. 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, reasonably attorney fees and court costs incurred. However, nothing in this Agreement shall be interpreted to be a waiver of sovereign immunity or to any other right, privilege, or immunity to which the State of Maine may be entitled.

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 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 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. AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL IMMEDIATELY TERMINATE UNLESS THE PARTIES AGREE IN WRITING TO 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 YOU RETURN THE PRODUCT 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 promptly 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 all 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. To the extent permitted by law, 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 THIS LEASE AGREEMENT, SOURCEWELL AGREEMENT CONTRACT # 030321-RCH FOR COPIERS, PRINTERS, AND MULTI-FUNCTION DEVICES WITH RELATED SUPPLIES, ACCESSORIES, AND SERVICES, 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 correct or supply (i) any "configure to order" numbers ("CTO") or other equipment identification numbers (including, without limitation, serial numbers), as evidenced by delivery and acceptance certificates, bills of lading, packing slips or other order-related documents, and/or (ii) agreement/schedule identification numbers in this Lease Agreement or any

Schedule as such numbers are assigned. 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 either party until such party signs 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 either party delays or fails to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, such party 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 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. 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. You authorize us, our agent and/or our Assignee to obtain third-party credit reports and make credit inquiries of third-parties 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 OF MAINE. THE PARTIES ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE OF MAINE. 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 OUR ASSIGNEE (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 countersigned by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section.
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 then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us prompt 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, promptly 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) to the extent not prohibited by law, 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 return make available to use (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, you will provide, upon our request, an statement of the agency (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) (intentionally omitted), (iii) You agree to take all reasonably 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/or otherwise contemplated 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.

DocuSigned by: CUSTOMER By: X <i>David Morris</i> 2A644AE5681F482	DocuSigned by: Accepted by: RICOH USA, INC. By: C3DE59B633C3446
Authorized Signer Signature Name: <i>David Morris</i>	Authorized Signer Signature Name: <i>Steve Bissey</i>
Title: Acting Chief Procurement Officer Date: 12/4/2023	Title: Director, State & Local Gov't Date: 11/27/2023
Facsimile Number:	Facsimile Number:

RIDERS

☒	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
☒	Rider A – Scope of Work and/or Specifications
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☐	Bid Cover Page and Debarment Form
☐	Debarment, Performance, and Non-Collusion Certification
☒	Price sheet (attach excel spreadsheet to post on website)
☒	Other – Sourcewell Contract #030321
☒	Master Service Agreement
☒	Master Lease Agreement
☒	Product Schedule

RIDER A

Scope of Work and/or Specifications

This master agreement is for copiers, printers, and multi-function devices. This agreement and all delivery orders are subject to the Sourcewell agreement attached and hereby incorporated into this contract. This agreement will expire on April 19th, 2025 and does not include any renewals.

Security:

The multi-functional device, i.e. copier, printers, faxes, scanners, etc. must all have the following security features:

1. Configured to clear the local hard disk between jobs if scan to hard disk functionality is used.
2. All stored files are erased OnDemand from the hard drive after job is complete via configuration setting.
3. The drive must be encrypted using a method compliant with current FIPS validated encryption.
4. Web-based administration requires unique user identification and authentication. Single sign on using Active Directory should be used so features like locking after 15 minutes of inactivity occurs.
5. The device has a mechanism to lock and prevent access to the hard disk.
6. The device has a job retention function with a time frame defined by the agency (preferably 24 hours or less). If a job is not printed within the time frame, the data is erased from the hard drive.
7. The user is required to input a credential at the time of creating a fax or scan or retrieving a print job. The device will require authentication credential at the control panel before it will perform the activity. No other individuals other than the Administrator can access the job.
8. For high volume printers the hard disk on the print spooler must be similarly secured.
9. Auditing must be fully enabled and must include user key operator, admin codes and passwords (not in clear text, enabled features and services and date and time stamps).
10. Device must be capable of supporting the following current state connectors & software:
 - a. TCP/IP network communication protocol
 - b. Ethernet connection
 - c. Variety of printer languages:
 - i. Post Script
 - ii. HP
 - iii. PCL
11. System administrators must be able to:
 - a. Verify that system maintenance is in place and the printer is supported by the vendor.
 - b. Verify that system patch levels are up-to-date to address new vulnerabilities.
 - c. Perform vulnerability / port scans.
 - d. Restrict network protocols to TCP/IP and HTTPS only.
 - e. Assigned a static IP address.
 - f. Establish complex passwords that meet Identification and Authentication Policy and Procedures.
 - g. Configured the MFD to prevent non-printer administrators from altering the global configuration of the device.
 - h. Segregate duties between the administration functions and the auditing functions

of the system.

- i. Limit management of the printer or device to specific IP addresses or subnets (e.g., SA workstations).
- j. Enable auditing of users actions.
- k. Lock and prevent access to the hard disk.
- l. Configured the MFD to identify and authenticates specific devices before establishing a connection.
- m. Disable all unused wireless communication (e.g., Wi-Fi, Bluetooth, IR, etc.).
- n. Configured the MFD to maintain its configuration state (passwords, service settings etc.) after a power down or reboot.
- o. Restrict print services for a device or printer are to Port 9100 and/or LPD (Port 515).
- p. Configured the MFD to clear the local hard disk between jobs if scan to hard disk functionality is used. All stored files are erased on demand from the hard drive after the job is complete.
- q. Set the MFD to ensure file shares have the appropriate discretionary access control list in place if scan to a file share is enabled.
- r. If scan to SMTP (email) is enabled, ensure data is properly protected and secured when being transmitted.
- s. "Ensure management access to the device is secured using encryption algorithms approved under Federal Information Processing Standards (FIPS) or recommended/validated under the National Institute of Standards and Technology (NIST)." The device's web-based administration capability requires unique user identification and authentication.
- t. Establish that clear-text representation of passwords is suppressed when entered at the login screen.
- u. Set the device's web-based administration capability provides: an account lockout and account inactivity logout feature.

RIDER B
TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

11. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

12. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

13. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

14. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

15. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

16. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

17. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

18. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

19. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

20. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

RIDER C
EXCEPTIONS

2. Warranty –Removed from Rider B.

Warranty will be governed by the terms set forth in the Sourcewell Agreement and Ricoh Master Service Agreement.

6. Force Majeure – Adds pandemic or epidemic to Rider B.

The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, pandemic or epidemic sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

10. Termination – Removed from Rider B.

Termination will be governed by the terms set forth in the Sourcewell Agreement and Ricoh's Master Lease Agreement.

15. State Held Harmless – Removed from Rider B.

State Held Harmless will be governed by the terms set forth in Sourcewell Agreement and Ricoh Master Service Agreement.

Order of Precedence: This Agreement establishes the general commercial terms and conditions that will govern all Order Forms, however it may be necessary to supplement or modify this Agreement with respect to certain Products or Services provided under a given Order Form. Therefore, in the event of any conflict or inconsistency between this Agreement and any Order Form, the following order of precedence shall prevail: (a) The Master Lease Agreement, the Product Schedule, this Agreement, the Master Service Agreement, and the Order Form shall control.

**Solicitation Number: RFP #030321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ricoh USA, Inc., 300 Eagleview Blvd., Suite 200, Exton, PA 19341 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. At delivery, and for a period of 90 days after delivery, products manufactured by Vendor will be in good working order and free from any defect in materials or workmanship. Maintenance services performed by Vendor will be performed by Vendor in a workmanlike manner and in accordance with industry standards. Vendor's obligations under this warranty are limited solely to the repair or replacement (at Vendor's option) of parts proven to be defective upon inspection. Ricoh disclaims all other express or implied warranties including, but not limited to, any implied warranties of merchantability, fitness for use, or fitness for a particular purpose with respect to any Equipment or Products purchased or leased by a Participating Entity. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;

- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly

note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM/ORDER OF PRECEDENCE. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor may require the use of its then-current standard Master Lease Agreement document or any other lease agreement satisfactory to Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

As it relates to any additional terms and conditions entered into between Vendor and the Participating Entity, including Vendor's then-current standard Master Lease Agreement, conflict shall be resolved by giving priority in the below order of precedence:

1. Master Lease Agreement or any other lease agreement satisfactory to Vendor
2. Lease Product Schedule
3. Purchase order, if applicable
4. Any other service agreement negotiated between the Participating Entity and Vendor
5. This Contract

This Order of Precedence is not applicable to any conflict between Vendor and Sourcewell.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues for a period of 30 days following notice and an opportunity to cure.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;

- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to

examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the other and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including its agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out injury or death to person(s) or property to the extent alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor's indemnity obligations, if any, with respect to a Participating Entity will be as set forth in any service or lease agreement between Vendor and the Participating Entity.

Vendor will not be liable to Sourcewell under this Section for indirect, special, incidental, or consequential damages of any kind, however caused, whether or not it has been advised of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. Vendor will defend, indemnify, and hold Sourcewell harmless from all losses, damages, injuries, costs, and expenses (including, without limitation, court costs and reasonable attorneys' fees) arising from a claim that any Product or Equipment manufactured by Vendor ("Vendor Equipment") infringes the Intellectual Property Rights of any third party, provided that Sourcewell complies with the procedure set forth below. In such event Vendor may at its expense either: (i) modify such Vendor Equipment to make them non-infringing while retaining the same or equivalent functionality; (ii) obtain for or on behalf of Sourcewell a license to continue using such Vendor Equipment; or (iii) replace the Vendor Equipment with substantially similar products with the same or equivalent functionality. The foregoing indemnity shall not apply to the extent that the alleged infringement arises

out of or relates to: (i) infringing property information or data which is not provided by Vendor; (ii) any act or omission of Sourcewell not authorized under the resulting agreement or the relevant order (as applicable); (iii) the use of the Intellectual Property in combination with other software, materials, equipment, or services which are not supplied by Vendor; (iv) customized portions of a product designed in accordance with written specifications provided by Sourcewell; or (v) alterations or amendments made to the Intellectual Property or equipment which are not made by Vendor.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof.

Default and related remedies as between Vendor and a Participating Entity will be as set forth in the service or lease agreement between Vendor and the Participating Entity.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access,

disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds, and in that case Vendor and the applicable Participating Entity will add any applicable terms into the executed service agreement between Vendor and Participating Entity.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319,

12935, 3 C.F.R. §, 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. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. 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 C.F.R. § 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 C.F.R. § 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an

award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures

required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Vendor is unable to provide certification of compliance with the Buy American Act, but will provide, in lieu thereof, comparable assurances under the Trade Agreement Act, as applicable.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 during 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.

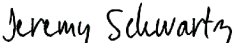
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Ricoh USA, Inc.

DocuSigned by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

7/20/2021 I 5:24 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

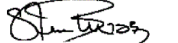
By: _____

Chad Coauette

Title: Executive Director/CEO

8/12/2021 I 11:43 AM CDT

Date: _____

DocuSigned by:

2EB557ACE7F84C3...

By: _____

Steven W. Bissey

Title: Director Corporate & Public Sector
Contract Sales

8/12/2021 I 11:32 AM CDT

Date: _____

RFP 030321 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Vendor Details

Company Name: Ricoh USA, Inc
Address: 70 Valley Stream Parkway
Malvern, PA 19355
Contact: Mke Stowell
Email: mike.stowell@ricoh-usa.com
Phone: 913-485-6852
HST#: 23-0334400

Submission Details

Created On: Thursday January 14, 2021 11:17:41
Submitted On: Wednesday March 03, 2021 14:35:03
Submitted By: Mke Stowell
Email: mike.stowell@ricoh-usa.com
Transaction #: 2a69d5e0-d331-41df-aca9-5436c9c0a160
Submitter's IP Address: 205.145.18.4

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Ricoh USA, Inc	*
2	Proposer Address:	300 Eagleview Blvd , Suite 200, Exton, PA 19341 Phone: (610) 296-8000	*
3	Proposer website address:	www.ricoh-usa.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steven W. Bissey Director, Corporate & Public Sector Contract Sales 1265 Drummers Lane Wayne, PA 19087 610-517-7648 steve.bissey@ricoh-usa.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steven W. Bissey Director, Corporate & Public Sector Contract Sales 1265 Drummers Lane Wayne, PA 19087 610-517-7648 steve.bissey@ricoh-usa.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ricoh has a dedicated Corporate State and Local Government (SLG) team comprised of 8 tenured individuals strategically located throughout the United States with experience supporting our dealer and direct sales organizations and engaging with government, education and non-profit accounts. Below is a list of Ricoh's SLG Team, email, phone and their respective states. The SLG team works remotely, so addresses are not listed. William Finke bill.finke@ricoh-usa.com 505-681-1728 AZ, ID, MN, NV, UT, TX Roger Hosler roger.hosler@ricoh-usa.com 561-598-9365 AL, FL, LA, MS, NC, SC, WV Todd Marron todd.marron@ricoh-usa.com 971-217-3421 AK, CA, HA, OR, WA Travis Massman travis.massman@ricoh-usa.com 573-353-2559 IA, MN, MO, MT, ND, SD, WI, WY Mike Pallotta mike.pallotta@ricoh-usa.com 978-621-1276 CT, MA, ME, NH, NJ, NY, RI, VT Mike Stowell mike.stowell@ricoh-usa.com 913-485-6852 AR, CO, KS, OK, NE Lori Toth lori.toth@ricoh-usa.com 717-487-2888 DE, DC, GA, MD, PA, VA Mark Williamson mark.williamson@ricoh-usa.com 513-702-7583 IN, IL, KY, MI, OH, TN Canada: Brett Duncan Brett.Duncan@Ricoh.ca 780- 231-8854 Canada	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services	Headquartered in Exton, Pennsylvania, USA, Ricoh USA, Inc. has more than 30,000 employees. Ricoh Company, Ltd. was established in Tokyo in 1936. Ricoh USA, Inc. was incorporated in Ohio on November 24, 1952. Today, the Ricoh Group operates in more than 200 countries and regions. Ricoh delivers products, services and solutions to help organizations make the most of their information and work faster, smarter and more successfully. These include: • Office printing and imaging equipment • Production print solutions • Document workflow solutions • Audiovisual collaboration technologies • IT and technical support services • Targeted solutions for government, education, healthcare, legal, and other industries Ricoh is a global information and technology company and a leader in information mobility for today's changing workforce. With a strong legacy of introducing new technologies into the workplace and a deep expertise in managing and accessing information, Ricoh is changing the way people work today with innovative products and dynamic solutions that harness the power of today's worker in a new world of work. Core Values and Business Philosophy: THE RICOH WAY When Kiyoshi Ichimura founded the Ricoh Group in 1946, he had a vision for how we should treat our customers, planet and each other: Love your neighbor Love your country Love your work He called that The Spirit of Three Loves. We call it the heart of The RICOH Way, which is what we use to guide our company's mission, vision and values. MISSION STATEMENT We are committed to providing excellence to improve the quality of living and to drive sustainability. VISION STATEMENT To be the most trusted global company. VALUES • CUSTOMER-CENTRIC - Act from the customer's perspective • PASSION - Approach everything positively and purposefully • GEMBA - Learn and improve from the facts • INNOVATION - Break with the status quo to create value without limits • TEAMWORK - Respect all stakeholders and co-create value • WINNING SPIRIT - Succeed by embracing challenges through courage and agility • ETHICS AND INTEGRITY - Act with honesty and accountability
8	What are your company's expectations in the event of an award?	Ricoh is excited about the opportunity to engage in a business partnership with Sourcewell. Your concise, direct mission statement "We are a force multiplier" resonates powerfully with public and non-profit members, and suppliers such as Ricoh. With executive endorsement and organizational backing, Ricoh is prepared to promote the Sourcewell cooperative program throughout the United States and Canada to all qualifying education and government entities, as well as nonpublic schools and nonprofit organizations. Ricoh's strength in the public sector market combined with the trusted reputation of Sourcewell and your publicly solicited and awarded contracts, Ricoh's expectation is to increase our business footprint in government, education and nonprofit markets.

9	Demonstrate your financial strength and stability with meaningful data This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters Upload supporting documents (as applicable) in the document upload section of your response	Ricoh's financial data is publicly accessible through the following link: https://www.ricoh.com/about/integrated-report/download/ Debt ratings for Ricoh Company as of November 12, 2020 follow: Standard & Poor's (S&P) Rating Services - Long-term rating: BBB+ - Short-term rating: A-2 Rating and Investment Information, Inc - Long-term rating: A+ - Short-term rating: a-1 We believe that operating cash flows, together with our current cash position and other financing arrangements, will be sufficient to finance short-term operating requirements, including capital expenditures and payments of dividends	*
10	What is your US market share for the solutions that you are proposing?	Ricoh MFP market share across all channels is approximately 18%	*
11	What is your Canadian market share for the solutions that you are proposing?	FY2020 - BW = 19.73% and FY2020 - Color = 19.72%	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail	Ricoh USA, Inc and Ricoh Canada have never filed for bankruptcy	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Ricoh is a manufacturer a) As a manufacturer responding to this RFP, the Ricoh go to market strategy includes both company-owned direct operations, as well as over 360 independent authorized dealer partners (300 in the US and 60 in Canada) b) Ricoh USA, Inc and Ricoh Canada distribute Ricoh products and services in North America. Supporting the marketing and sales for its services and full line of digital office solutions, Ricoh utilizes a national Ricoh Direct Sales organization, as well as a nationwide network of over 360 authorized independent dealers. In addition to these Direct and Dealer distribution channels, Ricoh utilizes an inside sales team consisting of over 300 sales and administrative personnel. These three distribution channels combined, enable Ricoh to provide sales and service coverage throughout all 50 States and Canada, supporting the goals and initiatives of this RFP. Ricoh enforces high standards for its Direct sales offices and maintains strict contractual and quality controls over all the dealers that service its Ricoh government, education and not for profit 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. Total number of employees: With a global workforce of over 90,000, the Ricoh Group consists of 235 companies and operates in Europe, the Americas, Asia Pacific, China and Japan. Ricoh USA has 17,242 employees. Canada has 2,138 employees. In addition, the 360 independent dealers (300 in US, 60 in Canada) also employ thousands of sales representatives. Number of Service technicians dedicated to service/repair of MFDs: Ricoh employs approximately 30,000 MFD technicians worldwide. Every Ricoh technician is factory-trained and certified on the equipment they service/repair. Ricoh USA has approximately 3,000 technicians. In addition, the 300 independent dealers in the US employ thousands of Ricoh factory-trained and authorized technicians. Ricoh Canada has over 650 direct technicians and 400 Ricoh certified technicians through our Canadian dealer network.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP	Ricoh possesses the following employee and corporate licenses and certifications that are relevant for business contemplated in response to this RFP: Ricoh Employee Certifications: Ricoh has an extensive list of personnel that either directly or indirectly support Sourcewell members. In addition to the account team, there are engineers, technicians, design, implementation, project management and administrative job functions that will support the account. The personnel have many types of IT certifications at varying levels including ITIL, ECM, GRC, CSSBB, CDIA+, MBA and many others. All Ricoh service technicians are trained and certified on all of our equipment. In addition, they have the following certifications based on their level within the organization: CompTIA A+, CompTIA Net+, CompTIA Security+, MCSA, MCSE, PMP and CompTIA IT Fundamentals. Technology Applications Specialists are required to be CTT+ (Certified Technical Trainer) certification as a job requirement. Many team members hold additional industry certifications, such as vCTT+, A+, Net+, CDIA+, IT Fundamentals and EFI Fiery Professional. Lastly, from a Total Quality Management standpoint, Ricoh has four (4) Master Black Belts, approximately fifty (50) Black Belts and many Green Belts employed in formal Process Improvement positions, with hundreds of others distributed throughout the business. Our Black Belts have been certified for a minimum of five years, and our Master Black Belts have been certified for over eight years. Ricoh Data Center ISO 27001 Certification Ricoh is ISO/IEC 27001 certified for its data center ISO/IEC 27001-an information security management system (ISMS) standard published in October 2005-formally specifies a management system that is intended to bring information security under explicit management control. It requires that management: • Systematically examines the organization's information security risks, taking account of the threats, vulnerabilities and impacts • Designs and implements a coherent and comprehensive suite of information security controls and/or other forms of risk treatment (e.g., risk avoidance, risk transfer), to address those risks that are deemed unacceptable • Adopts an overarching management process, to ensure that the information security controls continue to meet the organization's information security needs on an ongoing basis Ricoh Worldwide ISO 14001 Certification Environmental perspectives need to be incorporated into business to realize sustainable environmental management instead of carrying out business and environmental preservation activities separately. Ricoh has traditionally promoted the acquisition of ISO 14001 certification by each business site and division, aiming to fortify its environmental management system. All Ricoh manufacturing plants worldwide are ISO 14001 certified, an international standard for environmental management, and all have achieved a resource recovery ratio. Ricoh ISO 9001:2001 Certification All of Ricoh's manufacturing plants worldwide are ISO 9001 certified. Successful manufacturing organizations focus on doing the right thing the first time, on time, every time and always to the customer's satisfaction. Additionally, they recognize that this can only be accomplished through the involvement of everyone and through their commitment to continuous improvement. This way of thinking has led to the development of our quality policies, which serve as the cornerstone of Ricoh's ISO 9001 quality management system.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years	Ricoh has a national presence in the U.S. and Canada, 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.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	As a leading provider of innovative multifunctional products, software, services and solutions, Ricoh understands that there are many importance factors when selecting a supplier. The outstanding commitment of our employees and the quality of the services and products we provide have resulted in numerous awards and recognitions. The following respected industry experts have recognized Ricoh for our commitment to excellence and innovative solutions:

Keypoint Intelligence awarded Ricoh a Buyers Lab (BLI) Pacesetter award 2020-2021 in Business Process Services (BPS) Buyers Lab recognized Ricoh's ability to provide a holistic approach to BPS with its Intelligent Business Platform, noting that its evolving library of services focuses on workflow and process automation, document digitization, intelligent capture and more. Analysts also noted that because IBP is cloud-based, customers get immediate access to enhanced onramp services as they are available without the need to install or update software.

IDC named Ricoh a leader in print transformation in its IDC MarketScape: Worldwide Print Transformation 2020 Vendor Assessment (doc #US45354420, August 2020). The report notes Ricoh's customer-centric, services-led approach central to its ability to "address critical factors currently impacting the digital workplace." It recognized Ricoh's emphasis on simplifying complexity, from automating workflows to providing a scalable, modular, platform-based ecosystem of services that converts data into highly valuable insights, workflows and documents, automatically updated with the best tools to address a customer's evolving business needs.

Ricoh won a BLI PaceSetter Award in Smart Workplace: Collaboration Systems 2020-2021, resulting from its focus on empowering collaboration through digital transformation. Keypoint Intelligence - Buyers Lab (BLI), the world's leading independent evaluator of document imaging and smart workplace business products, selected winners "that have the most comprehensive hardware, software and services offerings for enabling collaboration in the office and beyond."

Ricoh was recognized as an ENERGY STAR® Partner of the Year in 2020 for the fifth straight year for its continued leadership and superior contributions to ENERGY STAR 2020 also marks the third straight year Ricoh has received the Sustained Excellence distinction for its enduring commitment. This latest accolade acknowledges Ricoh's hard work to foster environmental sustainability in its own operations and evangelize sustainability to customers, employees and the larger business community.

Ricoh Cloud Workflow Solutions won the Keypoint Intelligence - Buyers Lab (BLI) Pick award for Outstanding Productivity Ecosystem in 2020. Buyers Lab recognized Ricoh's ability to deliver device-agnostic workflow automation, such as smart integration cloud connectors and workflow packages that include cloud storage connectivity. Analysts also positively cited the reduction of burden on IT resulting from this Ricoh offering, allowing them to focus on further process improvements.

IDC named Ricoh a worldwide leader in high-speed inkjet, citing Ricoh's broad strengths, including technological innovation, attentiveness to customer feedback and a large install base in its IDC MarketScape: Worldwide High-Speed Inkjet Press 2019-2020 Vendor Assessment (doc #US45705519, December 2019). In its analysis, IDC cited Ricoh's "business development programs with high visibility and strong reputation" as powerful complements to a robust technology portfolio.

Ricoh received the highest Gold rating in the 2020 sustainability survey conducted by EcoVadis. Since receiving the first Gold rating in 2014, Ricoh has consistently received the highest rating in the survey. EcoVadis assesses suppliers from 155 countries and across 198 business sectors on corporate policies, initiatives and achievements in areas concerning the Environment, Labor and Human Rights, Ethics and Sustainable Procurement. Ricoh once again ranked within the top 5% of all companies surveyed.

IDC named Ricoh a leader in global print and document security in its IDC MarketScape: Worldwide Security Solutions and Services Hardcopy 2019-2020 Vendor Assessment," (doc #US44911119, December 2019). According to the IDC MarketScape report, Ricoh's consistent global delivery model and customer-driven approach are key differentiators.

Keypoint Intelligence Buyers Lab (BLI) awarded Ricoh a 2019-2020 BLI PaceSetter award in the Ease of Use: A4 Mid-size Workgroup arena. To determine which OEMs lead the market, analysts at Keypoint Intelligence conducted an in-depth study on tested Ease of Use functionality, focusing on features that directly relate to small and mid-size workgroup habits and environments. Key areas of evaluation included print, scan, and copy functionality, control panels, routine maintenance procedures, and feedback. Ricoh stood out in this category due to its intuitive and customizable Smart Operation Panel, which includes a web browser and lets users select from a wide range of Ricoh smart apps to help streamline workflows.

Keypoint Intelligence Buyers Lab (BLI) awarded Ricoh a 2019-2020 BLI PaceSetter award in the MFP Cloud Ecosystem arena. Buyers Lab, the world's leading independent evaluator of document imaging software, hardware, and services, selected Ricoh as a winner in this category due to its work at the forefront of the evolving MFP ecosystem, delivering updateable, configurable technologies for today's rapidly changing digital workplaces as part of its Dynamic Workplace Intelligence approach. In Keypoint's analysis, Ricoh stood out due to its Ricoh Smart Integration platform, which enables cloud-connected apps to run seamlessly on the company's latest intelligent MFPs and other IoT devices.

Keypoint Intelligence Buyers Lab (BLI) awarded Ricoh a 2019-2020 BLI PaceSetter award for Healthcare in the Hospital Networks category. Buyers Lab selected Ricoh as a winner in this category due to its wide-ranging offerings and

expertise that empower hospital networks with secured, effective tools ranging from transformative secured communications solutions and back-end streamlining services, to traditional document imaging and innovative medical devices

Ricoh was named a gold winner in the Most Customer Friendly Company category in the 2019 Best in Biz Awards, the only independent business awards program judged by prominent editors and reporters from top-tier publications in North America Ricoh earned this honor thanks to a number of initiatives within the company's overall strategy to make customer satisfaction and success the primary metric by which it measures its own success Ricoh was recognized for creating a role focused entirely on "voice of the customer" data collection, survey governance and feedback implementation as well as for its Smart Hands technology for field technicians

Ricoh was recognized as an ENERGY STAR® Partner of the Year in 2019 for the fourth year in a row for its continued leadership and superior contributions to ENERGY STAR 2019 also marks the second straight year we've received the Sustained Excellence distinction for our enduring commitment The accolades acknowledge Ricoh's hard work in furthering environmental sustainability in its own operations and promoting sustainability to customers, employees and the larger business community

IDG's 32nd annual CIO award program recognized Ricoh as a recipient of a 2019 CIO 100 award for Smart Hands, Ricoh's hands-free way for field technicians to connect directly and immediately with cloud-hosted knowledge repositories and subject matter experts This award celebrates 100 organizations that exemplify the highest level of operational and strategic excellence in information technology (IT) Smart Hands enables Ricoh's 4,500 field technicians to improve first-time fix rate and customer satisfaction, allowing immediate access to the information required to solve complex customer issues

Ricoh received an Advocating for Veterans Award as part of the Coalition for Government Procurement's 2019 Excellence in Partnership Awards for its strong commitment to supporting a diverse employee base, including veterans and service members This commitment is demonstrated in various ways, such as veteran-specific hiring initiatives and skills training programs, and through partnerships with outside organizations

Ricoh was named a winner of the Qualtrics 2019 Insights to Action (I2A) Award As a Gold winner in the Customer Experience category, Ricoh was recognized for its ability to collect, analyze and act upon customer data Ricoh uses that information to constantly innovate and offer solutions to customers' most pressing needs, while making it easy for customers to do business with us With almost 400 submissions, what set Ricoh apart was its ability to confront and solve very different problems with speed and agility

In 2019 Ricoh was again included in Training magazine's annual Training Top 125, which ranks companies excellence in employer-sponsored training and development programs Ricoh has been proud to receive this honor 16 out of the last 17 years The Training Top 125 ranking is based on a variety of benchmarking statistics, such as total training budget; percentage of payroll; number of training hours per employee program; goals, evaluation, measurement, and workplace surveys; hours of training per employee annually; and detailed formal programs

IDC named Ricoh a leader in its IDC MarketScape: Worldwide Contractual Print and Document Services 2018 Vendor Assessment (doc #US44387318, December 2018) In its analysis, IDC cited Ricoh's customer-driven approach based on a high-touch client engagement process, enabling the company to stay in front of evolving customer needs and provide custom solutions to address business demands efficiently and consistently for local, regional and global deployments

In December 2018, Ricoh was named a gold winner in the Most Innovative Company category of the Best in Biz Awards, an independent business awards program judged each year by prominent editors and reporters from top-tier publications in North America In the past year, Ricoh launched its Ricoh Ignite global growth strategy, which outlines the company's plans to push traditional technology boundaries to empower digital workplaces to facilitate more streamlined and secured information sharing, enhanced collaboration and productivity and much more As part of this strategy, Ricoh has demonstrated innovation and evolution on multiple fronts, from augmented reality options for communicators to reimagined collaboration for modern offices and workstyles

For the third consecutive year, received an ENERGY STAR® Partner of the Year Award from the U.S. EPA in 2018 for its outstanding contribution to reducing greenhouse gas emissions by manufacturing energy-efficient products, offering sustainable services and solutions and educating consumers about energy efficiency Ricoh also won the ENERGY STAR Sustained Excellence Award for continued leadership and superior contributions to the program The 2018 Partner of the Year - Sustained Excellence Awards are bestowed upon companies and other organizations demonstrating continued leadership in energy efficiency and commitment to the ENERGY STAR program

In November 2018, Ricoh announced that it had received the highest gold rating for the fourth year in a row in a sustainability survey conducted by EcoVadis, an organization that operates the first collaborative online platform allowing companies to monitor the environmental and social performance of their suppliers

		on a global basis They assess suppliers from 110 countries and across 150 business sectors on corporate policies, initiatives and achievements in areas concerning the environment, labor practices, fair business practices and supply chain Ricoh ranked within the top 5% of all companies surveyed following last year Keypoint Intelligence recognized Ricoh as a winner of the 2018-2019 Buyers Lab PaceSetter Award for the Legal vertical, noting that "Ricoh.offers an in-house IT services division with experts well-versed in the software legal customers are using every day And when it comes to e-discovery solutions, Ricoh offers a complete end-to-end solution that includes digital forensics, cloud-based e-discovery, and managed review services " Ricoh was awarded the 2018 Supplier Excellence Award at the 2018 HealthTrust University Conference HealthTrust Purchasing Group (HPG) is a healthcare purchasing group that also operates under CoreTrust for their commercial members Supplier Excellence Award recipients are chosen based on a variety of factors including product quality, on-time delivery, billing accuracy, customer service and overall price/value Ricoh was the only supplier in our category honored with this award Ricoh Company, Ltd has been selected for continuous inclusion in the FTSE4Good Index Series and in the FTSE Blossom Japan Index, which are share price indexes for Environmental, Social and Governance (ESG) investments Ricoh has been included in the FTSE4Good Index for 15 consecutive years (since 2004), and in the FTSE Blossom Japan Index since it was created in 2017 In 2018, Ricoh received the Best Veteran Hiring Award as part of the Coalition for Government Procurement's annual Excellence in Partnership Awards This recognition honors Ricoh's work promoting and executing "a robust and successful veteran hiring" program Our strong commitment to veterans and their families is a company-wide priority Thanks to community outreach programs and innovative hiring practices, our veteran hiring increased 103 percent from the previous year In findings published by USA Today in January 2018, Ricoh was included as one of the "50 most innovative companies in the world," as determined by IFI Claims Patent Services, a patent research company, and 24/7 Wall Street (Samuel Stebbins, The world's 50 most innovative companies Usatoday.com, January 12, 2018 https://www.usatoday.com/story/money/business/2018/01/12/worlds-50-most-innovative-companies/1023095001/) These two organizations evaluated the many thousands of patents granted last year to determine the top 50 innovative companies, each with at least 700 patents granted in 2017 Ricoh was recognized as number 30 on the list, with 1,145 patents granted in 2017 This ranking highlights Ricoh's commitment to continued innovation in the search for ways to better serve our customers In December 2017, Ricoh was named a gold winner for Most Environmentally Responsible Company of the Year in Best in Biz Awards, the only independent business awards program judged each year by prominent editors and reporters from top-tier publications in North America The award for Most Environmentally Responsible Company of the Year was the latest recognition for Ricoh's ambitious sustainability efforts, including the global organization's commitment to using a minimum of 30 percent renewable energy by 2030 and 100 percent by 2050 Recognized as one of the top 20 organizational diversity councils in the United States as part of the 9th Annual ERG & Council Honors Award The Ricoh Diversity and Social Responsibility Council was honored for its commitment to and success in promoting diversity and inclusion within Ricoh, creating measurable results in its workforce, workplace and marketplace Named a global Leader in print and document security by IDC (IDC MarketScape: Worldwide Security Solutions and Services Hardcopy 2017 Vendor Assessment, doc #US41988517, October 2017) The report notes that Ricoh's "security solutions portfolio, combined with core competencies in managed services, infrastructure services, workflow services, and software development, help position the firm as one of the leading vendors for addressing security within the print and document environment " Awarded Gold in the Customer Experience category of Qualtrics' prestigious Insights to Action (I2A) Award, which recognizes and celebrates Ricoh's ability to create actionable insights that drive innovation, growth and organizational success Ricoh was able to reduce customer effort and leverage insights to support a services-led approach Named a global Leader in Quocirca's Managed Print Services Landscape, 2017 report for the sixth consecutive year, and cited as "one of the few traditional print vendors to have effectively transformed its legacy brand image" Received a 2017 ENERGY STAR® Partner of the Year Award from the U.S. EPA for the second consecutive year EPA recognized us for our outstanding contribution to reducing greenhouse gas emissions by manufacturing energy-efficient products, offering sustainable services and solutions and educating consumers about energy efficiency	
17	What percentage of your sales are to the governmental sector in the past three years	Ricoh's government sector business represents 10% of our overall revenue, comprised of Federal at 3% and SLG at 7%	*

18	What percentage of your sales are to the education sector in the past three years	Ricoh's education sector business represents 10% of our overall revenue, comprised of K12 at 6% and higher education at 4%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	United States: Ricoh holds state contracts in 46 states, 28 of which are based on NASPO and the remainder are traditional state procurement led bid awards. Based upon the last 3 years, Ricoh NASPO and U.S. Communities revenues respectively average \$110M and \$270M annually. The combined, USC and traditional state contracts average \$500M in annual revenue. Canada: Ricoh Canada has the following contracts in place: 2 Federal Contracts 7 provincial contracts 6 cooperative purchasing contracts Annual Sales Volume average \$90 million annually	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ricoh averages \$65M annually within the Federal business sector. The following represent Ricoh current annual sales volume from the two GSA schedules: GS-35-0085U GSA (With FSSI) \$27.5M average per year GS-35F0713V GSA (RPPS/CIP) \$1.7M average per year	*

Table 4: References/Testimonials

Line Item 21 Supply reference information from three customers who are eligible to be Sourcewell participating entities

Entity Name *	Contact Name *	Phone Number *	
State of Michigan	Mary Ladd	(517) 241-7561	*
City of Houston	Ron Reeser	(713) 542-7393	*
Olathe Public Schools (Kansas)	Scott Carpenter	(913) 522-9104	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Michigan	Government	Michigan - MI	MPS, Fleet Management, Web Submission (MiPRINT / MiDEAL), Scan Capture, Project Management, Production Print, Roll Fed Ink Production Print, On-Site Imaging, Document Management & Workflow 10k+ Ricoh devices throughout the State	Cost Per Copy Based Program Offering	~\$43M	*
State of Washington	Government	Washington - WA	MPS, Fleet Management, User Authentication through Card ID, Print Server Mgmt, Production Print, Imaging, Document Management Workflow	Monthly lease and services payments around \$1.3M/month	~\$44M	*
City of Houston	Government	Texas - TX	MPS, Fleet Management, Diversity Partner (Sub-Contractor) for On-Site Service Desk, User Authentication with Card ID, Device Management for over 200 physical locations	\$50k / month for maintenance? Dianne to Confirm Lease is \$141k / month	~\$7M over the past three years	*
King County	Government	Washington - WA	MPS, Fleet Mgmt, User Authentication with Card ID, Device Management, Document Management & Workflow	\$80,000 / month	~\$3M over the past 3 years	*
City of Camrose	Government	AB - Alberta	MPS, Fleet Mgmt, User Authentication with Card ID, Device Management, Document Management & Workflow	\$15,103.41/Mo (Averaged)	~\$544k over the past 3 yrs	*

Table 6: Ability to Sell and Deliver Service

Describe your company s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable
Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions

Line Item	Question	Response *	
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23	Sales force	Ricoh utilizes a dedicated Corporate State and Local Government (SLG) team comprised of 8 tenured individuals strategically located throughout the United States with experience supporting our direct sales and dealer organizations and engaging with government, education and non-profit accounts Their responsibilities include 1) Central point of contact for state government and other primary cooperative procurement relationships and sharing best practices, 2) Developing and executing effective contract strategies that align with each customer's key initiatives and requirements, 3) Managing contract bid process and award lifecycle, 4) Providing channel expertise, direction and vertical strategy support to assist the local SLG teams, 5) Managing contract compliance and providing oversight to ensure that Ricoh meets and exceeds all contractual commitments, and 6) Managing relationships with public sector associations and channel partners Below is a list of Ricoh's SLG Team, email, phone and their respective states <table><tr><td>- William Finke</td><td>bill finke@ricoh-usa.com</td><td>505-681-1728</td><td>AZ, ID, MN, NV, UT, TX</td></tr><tr><td>- Roger Hosler</td><td>roger hosler@ricoh-usa.com</td><td>561-598-9365</td><td>AL, FL, LA, MS, NC, SC, WV</td></tr><tr><td>- Todd Marron</td><td>todd marron@ricoh-usa.com</td><td>971-217-3421</td><td>AK, CA, HA, OR, WA</td></tr><tr><td>- Travis Massman</td><td>travis massman@ricoh-usa.com</td><td>573-353-2559</td><td>IA, MN, MO, MT, ND, SD, WI, WY</td></tr><tr><td>- Mike Pallotta</td><td>mike pallotta@ricoh-usa.com</td><td>978-621-1276</td><td>CT, MA, ME, NH, NJ, NY, RI, VT</td></tr><tr><td>- Mike Stowell</td><td>mike stowell@ricoh-usa.com</td><td>913-485-6852</td><td>AR, CO, KS, OK, NE</td></tr><tr><td>- Lori Toth</td><td>lori toth@ricoh-usa.com</td><td>717-487-2888</td><td>DE, DC, GA, MD, PA, VA</td></tr><tr><td>Mark Williamson</td><td>mark williamson@ricoh-usa.com</td><td>513-702-7583</td><td>IN, IL, KY, MI, OH, TN</td></tr></table> Office Sales is the operating unit responsible for all Ricoh sales organizations including: Direct Sales, Dealer Sales Division, and Inside Telemarketing Sales Ricoh will leverage our three distribution channel organizations comprised of thousands of sales representatives to promote the Sourcwell contract nationally The Ricoh Direct Sales channel is company-owned, with Ricoh personnel and facilities covering all 50 states The Ricoh Dealer Sales channel is comprised of over 300 authorized independent dealers meeting Ricoh national distribution standards The Ricoh Inside Sales Telemarketing organization of 300 sales and administrative personnel is company-owned and will supplement the contract promotion efforts for both Direct and Dealer organizations Ricoh sales also include our Commercial and Industrial Printing Group who provide sales of products, services and staffing from the Continuous Feed and Software and Strategic Solutions and Graphic Communications Teams to support the Sourcwell Contract Complimenting the Ricoh sheet-fed product line, the Ricoh continuous-feed printers (roll fed) deliver high-speed, near-offset quality to the high-volume graphic and critical communications printing market for government printing operations The Ricoh Graphic Communications group provides products to create graphics as well as breakthrough printing onto signs, banners, vehicles and other objects that apply to government Ricoh Canada Ricoh Canada Inc (RCI) was incorporated in 1981 and is a wholly owned subsidiary of Ricoh Company Ltd Headquartered in Mississauga, Ontario, Ricoh employs over 2400 employees across Canada Ricoh Canada covers all cities, towns and remote locations in all 10 Provinces and 3 Territories throughout Canada Ricoh provides 97% national coverage via Direct Network via over 120 Service and Support locations Ricoh Canada has 13 Customer Experience Centers In addition, we are fully equipped to run virtual demos allowing customers to have the 'walk-in' experience from anywhere There are 220 individuals in the Ricoh Canada sales organization that will support the Sourcwell contract Ricoh Canada Location details can be found here: https://www.ricoh.ca/en/officelocator	- William Finke	bill finke@ricoh-usa.com	505-681-1728	AZ, ID, MN, NV, UT, TX	- Roger Hosler	roger hosler@ricoh-usa.com	561-598-9365	AL, FL, LA, MS, NC, SC, WV	- Todd Marron	todd marron@ricoh-usa.com	971-217-3421	AK, CA, HA, OR, WA	- Travis Massman	travis massman@ricoh-usa.com	573-353-2559	IA, MN, MO, MT, ND, SD, WI, WY	- Mike Pallotta	mike pallotta@ricoh-usa.com	978-621-1276	CT, MA, ME, NH, NJ, NY, RI, VT	- Mike Stowell	mike stowell@ricoh-usa.com	913-485-6852	AR, CO, KS, OK, NE	- Lori Toth	lori toth@ricoh-usa.com	717-487-2888	DE, DC, GA, MD, PA, VA	Mark Williamson	mark williamson@ricoh-usa.com	513-702-7583	IN, IL, KY, MI, OH, TN
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Mark Williamson	mark williamson@ricoh-usa.com	513-702-7583	IN, IL, KY, MI, OH, TN																															

24	Dealer network or other distribution methods	United States: In addition to our Direct and Inside Sales channels, Ricoh USA utilizes over 300 authorized independent dealers, representing one of the strongest dealer channels in our industry Ricoh also maintains strict contractual and quality controls with all dealers supporting our Ricoh government, education and not for profit accounts Ricoh Authorized independent dealers are manned 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 Canada: In addition to the 30 Ricoh Canada direct locations, Ricoh Canada also leverages a network of over 60 authorized independent dealers This enables us to serve every major city, town, and remote location across Canada Ricoh Canada is the largest vendor certified service provider in Canada for our industry Ricoh has 1046 Ricoh Certified Service resources available for service relevant responsibilities	*
25	Service force	Ricoh built one of the industry s largest services networks of over 17,000 field-based service employees worldwide, of which 3,500+ are technicians throughout the United States and Canada Customers are serviced through either the Ricoh Direct Division Technology Services Group or Ricoh authorized independent dealers Each Ricoh service technician is backed by a team consisting of a service manager, field service specialist, alternate service technician and back-up technicians Our Technology Service Desk utilizes ITIL-based principles It is comprised of multiple teams working cohesively together utilizing a variety of industry-leading IT Service Management and productivity tools to manage incidents, intelligently route calls to skilled technicians and systematically optimize schedules Additionally, the teams utilize a multichannel system that prioritizes and manages alerts, emails and other customer communications that ensure effective and timely service response	*
26	Describe in detail the process and procedure of your customer service program, if applicable Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises	Ricoh is committed to provide service levels that ensure maximum uptime and productivity for all Sourcewell members With over 8,000 factory-trained technicians throughout the United States and Canada, Ricoh is well-positioned to support Sourcewell members Ricoh will work with Sourcewell members to develop mutually agreeable Service Level Agreements with consequences, if applicable As a basis for service level agreements, Ricoh established the following Performance Guarantees: • Fleet quarterly average response time of four (4) hours for metered equipment located within Metro Market Areas and eight (8) hours in remote areas For covered Ricoh production equipment, Ricoh will maintain a quarterly average on-site response time of three (3) hours for all service calls located within a Ricoh Metro Area, and six (6) hours quarterly average response time beyond a Ricoh Metro Area • Ricoh will service its OEM metered equipment fleet to be operational with an average quarterly uptime of 95% Uptime is the percentage of hours that the equipment is operable, based on manufacturers performance standards, out of the total number of business hours covered by the Agreement, excluding volume-adjusted required service This SLA applies only to Ricoh metered mainframes that are installed and operated consistent with the manufacturers specifications, which include, but are not limited to, space, electrical, throughput material and optimum image range usage Equipment that is operated outside of the manufacturer s specifications or that is not located in the Ricoh metro market areas geography will not be covered by the Uptime Guarantee • Equipment that develops a trend of requiring an excessive number of service calls shall be reported by the Customer to Ricoh or by Ricoh to the Customer as the situation warrants Should the equipment become inoperable for a period of seventy-two (72) consecutive working hours, Ricoh will, at the Customer s option, provide, at no charge, a loaner or accessory of equal capability of non-performing piece of equipment while repairs are being completed To evaluate the quality of our products, services and support, and to measure our performance against established standards, Ricoh distributes various satisfaction surveys to its customers These surveys are provided on a periodic basis-transactional, quarterly or annually and are shared with executive and field management teams to drive overall process improvement and address individual customer concerns Following is a detailed explanation of our Technical Service and Support organization who ensures that these Service Level Agreements are met Ricoh Customer Call Centers are staffed to respond live to customer service inquiries 24 hours per day, seven days per week, including holidays Standard field service offices provide customer support from 8 a m to 5 p m , Monday through Friday, excluding recognized holidays Customer services are available beyond normal business hours on a contracted, guaranteed (for limited geographic areas) and per-call, as-available basis In addition, we offer customers the ability to place service	*

		calls electronically 24 x 7 x 365 on the web-based www.MyRicoh.com portal Service Request and Routing System In the event of equipment failure, @Remote enabled devices can automatically create a service request, or the customer places a service request using either a web-based service request portal, MyRicoh, or a toll-free telephone number Ricoh utilizes the latest technology in service request routing, Oracle Field Service Cloud (OFSC) OFSC connects directly with our network to facilitate service call placement, routing and closure CSTs are equipped with OFSC loaded on their smart phone devices OFSC provides fast, convenient access to parts and inventory databases, service histories, equipment schematics and more It further enhances communication and collaboration at the point of service and, ultimately, it enables us to resolve equipment service and connectivity support requests more quickly, efficiently and effectively Oracle automatically passes each service request to an assigned, manufacturer-trained technician, including the customer's name, address, telephone number and problem description The service request is assigned a unique identification number to ensure total tracking and full reporting status at all times At this point, the CST follows a formal service response process to complete the requested service Responding to a Service Request After a service call is place, our CST will contact the customer within one-hour to confirm receipt and alert them to their arrival status After determining the part(s) required to complete the repair, our CSTs first check their car stock, which is replenished twice weekly and includes the most commonly required equipment parts based on historical usage If the part is in the car stock, the technician completes the repair and closes the call via their handheld device If the part is not in the car stock, the CST has the ability to check parts availability within his or her team of technicians If the part is not in the team's inventory, the CST initiates an Incomplete Order Process through the OFSC application Oracle responds to the CST and initiates a Pick Ticket, noting part(s) availability at one of our Shared Distribution Centers (SDCs) If the part is available at the SDC, warehouse staff members pull the part and stage it for delivery to the CST If the part is unavailable, the SDC orders it directly from the vendor, based on the priority defined by the technician in consultation with the customer (i.e., overnight for down equipment, second-day or regular ground transportation for less-urgent orders) The vendor ships the order to the defined ship-to location A CST may also request that our car stock analyst (CSA) query other SDCs for parts availability When the part arrives, the CST installs it and ensures proper operation of the machine If the repairs are then complete, the CST closes out the service call in OFSC	
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States	Ricoh is eager to promote the Sourcewell contract throughout the United States and Canada We are well-positioned with our complete portfolio of products, software and services that align with the scope of the Sourcewell contract Our sales and service distribution as detailed in our response above is comprised of our Ricoh direct offices our 360 independent authorized dealers (300 in US, 60 in Canada) to maximize our coverage, response and support of the Sourcewell program	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada	Ricoh Canada has 30 direct locations In addition, Ricoh leverages support from our network of over 60 Independent Authorized Dealers This allows us to serve every major city, town, and remote location across Canada This allows Ricoh with 1046 Ricoh Certified Service resources available for service relevant responsibilities including delivery Ricoh Canada is the largest vendor certified service provider in Canada for our industry Ricoh Canada has 13 Customer Experience Centers In addition, we are fully equipped to run virtual demos allowing customers to have the 'walk-in' experience from any absolutely anywhere The Ricoh Canada Partner and Alliance program is a network of innovative industry leaders that are integral to our operations and overall growth strategy Together, we work to solve our customers biggest challenges Dell, Condec, Fujitsu, IBM, Kofax, Avanti, EFI, Cisco, Microsoft, Laserfiche, Nuance, and Adobe Systems are few of many partners Ricoh Canada currently have in place	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract	Ricoh USA and Ricoh Canada have complete coverage within the respective geographic areas	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract Explain in detail For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Ricoh USA and Ricoh Canada do not have restrictions that would prevent us from promoting this contract in government, education and not-for-profits in all 50 States and Canada unless precluded by State, Provincial or local law	*

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories	All prices shown in the Price List are based on F O B destination to the 48 contiguous States Prices for Alaska, Hawaii and Canada will require a 15% surcharge For unusual or remote geographic areas requiring use of boat, helicopter etc to reach the customer, additional fees will apply	*
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Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity Upload representative samples of your marketing materials (if applicable) in the document upload section of your response	Ricoh Marketing performs all typical marketing functions that one would expect from a large corporation and is staffed with over 300 marketing employees The team within Marketing that will support and promote the Sourcewell relationship is the Corporate State and Local Government Team This team has a dedicated marketing manager assigned to support Ricoh s State & Local Government marketing efforts The National Account manager and marketing manager work together to create case studies, marketing flyers, social media content and any other market driven tools to help promote this contract In addition to the National account manager and marketing manager, Ricoh s dedicated Corporate State and Local Government Team is comprised of 8 tenured individuals with an average of 20+ years experience supporting and engaging with State & Local government Their primary responsibilities include: - Developing and executing effective contract strategies that align with each State s key initiatives and requirements for each State - Maximizing the use of the Sourcewell contract with customers for RFP and Bid avoidance - Managing the contract bid process, response and contract award lifecycle - Providing channel expertise, direction and vertical strategy support to assist the local SLG teams - Managing Contract Compliance and providing oversight to ensure that Ricoh meets and exceeds all contractual commitments - Managing relationships with public sector associations and channel partners - Central point of contact for the State and other primary procurement relationships - Helping drive business in their assigned coverage areas for SLG and K12 business opportunities	*
33	Describe your use of technology and digital data (e g , social media, metadata usage) to enhance marketing effectiveness	Ricoh is using multi-channel marketing This approach is a type of interactive marketing and is a long-term marketing focus which is built on Ricoh collecting information about an Internet user s online activities, and trying to be visible in multiple areas Unlike traditional marketing techniques, which involve direct, one-way messaging to consumers (via print, television, and radio advertising), Ricoh s multi-channel digital marketing strategies are centered on reaching prospective customers across multiple online channels These new marketing strategies involve efforts to adapt the advertising to different platforms, and to tailor the advertising to different individual buyers rather than a large coherent audience Tactics include, but are not limited to: - Search engine optimization (SEO) - Social media marketing - Video marketing - Email marketing - Blogging - Webinars - Website marketing - Trade Shows - Public Sector Associations - Paid search/contextual advertising	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Ricoh utilizes a dedicated Corporate State and Local Government (SLG) team comprised of 8 tenured individuals strategically located throughout the United States with experience supporting our direct sales and dealer organizations and engaging with government, education and non-profit accounts. They are the team responsible to launch the Sourcewell program nationally and manage the contract lifecycle in their respective areas. They will promote the Sourcewell contract and conduct training to the Ricoh distribution channels (Ricoh USA Direct, Ricoh USA Inside Sales-Telemarketing, Ricoh Canada and the Ricoh Authorized Dealers throughout the United States and Canada). This mandatory training will incorporate reviewing the Sourcewell Contract Field Guide, Pricing Schedule, Contract Terms and Conditions and channel business strategies. This training will also include an introduction to the online tools that Ricoh provides to all distribution partners as well as a review of the dedicated Ricoh Sourcewell external website available to all members. During the annual Ricoh National Dealer Meeting, we will conduct a Sourcewell Contract Training session offered for the 300+ Ricoh dealers that attend this event. All contract details and best practices will be reviewed with Q&A. Dealers will be provided a flash drive (or link) that includes all marketing and contract collaterals. The Sourcewell program training materials will also be published on the Ricoh internal website for Ricoh employees. They will also be provided on the Ricoh Dealer website where authorized dealer representatives access this information. The Sourcewell Contract will provide Ricoh Canada additional value to their current public sector clients. Ricoh Canada also plans to promote the Sourcewell contract as a marketing tool to attract and increase public sector clients. By using the Sourcewell contract, we hope to increase our footprint in the rural municipalities and other public sector organizations who are part of the Sourcewell agreement. As we stated, Ricoh has made significant investments over the past few years to increase Ricoh's overall footprint in the public sector. The Sourcewell procurement vehicle will provide Ricoh Canada with a platform into most major public sector accounts across Canada. Our Corporate State and Local Government Team managing our Sourcewell program would like to set Quarterly Business Reviews with your business development team to track progress and discuss additional approaches to continue growing and expanding the program. We view Sourcewell's role in helping Ricoh promote this contract through joint collaboration of information contained on your supplier microsites and through joint social media marketing efforts. Our objective is to develop new relationships and grow business with your current members.
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35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it	Ricoh's customized, private-offering online purchasing system (e-procurement) offers a variety of online options, including the ability to order contracted equipment and supplies through an e-catalog and to use online customer service tools. Ricoh currently has many online purchasing systems in use at our government and education accounts. Because each e-procurement process is unique, Ricoh can customize based on the customer's requirements as outlined below. e-Catalog The e-catalog provides bundled products that allow users to work with their dedicated sales professionals to select appropriate solutions. To assist them in choosing the appropriate bundles from the master e-catalog, Ricoh offers users the ability to view the specific components of each bundle and a detailed overview of the features and benefits of each component. Specifications (e.g., dimensions, power requirements and paper capacity) can be viewed from a detailed product description page, allowing users to be more informed when making a selection. The Ricoh implementation team then works with the customer's Ricoh sales professional to continually provide updates for product releases and pricing. This information is immediately available online. Online Account Management Ricoh also offers customers the ability to manage aspects of their account online. Company-approved administrators can add addresses, approve orders, and add or delete users as appropriate. User roles include Administrators, Buyers, Requisitioners and View Only users. Access to our catalogs can also be managed by user role, eliminating customer concerns over maverick buyers or unnecessary purchases. Bridges to e-Procurement Systems Ricoh also offers links to customer-established e-procurement systems (e.g., PunchOuts/Round Trips and Manager Buyer Catalogs) as described below. Ariba Ricoh's link to the Ariba-based e-procurement networks is a direct interface and exchange of information. Ariba offers customers the ability to purchase from multiple suppliers through a consolidated purchasing operation. Ricoh is able to provide a catalog of contracted equipment, supplies and services that have been integrated with the Ariba system. Specifically, Ariba users are transported from the company's established e-procurement software to Ricoh's e-catalog to view product information. Order- and service-related information is then funneled back to Ariba for approval and processing. Ricoh also supports Ariba PunchOut (i.e., Round Trip) through the Ariba Network. Ricoh is one of the elite suppliers who have been awarded Ariba-Ready Certification for PunchOut and CIF catalogs on the Ariba Supplier Network. While this is a preferred method for catalog transactions, Ricoh can also support Catalog Interchange Format (CIF) Versions 2.1 and 3.0 through hosted catalogs. In addition, Ricoh supports receipt of a purchase order through cXML, Electronic Data Interchange (EDI) and other methods. Perfect Commerce Ricoh's bridge to Perfect Commerce-based e-procurement networks uses an electronic data exchange or integration into Ricoh's e-catalog information. Perfect Commerce customers can use their network to purchase from multiple suppliers through a consolidated purchasing operation. We are able to provide customer-specific catalogs for contracted equipment, supplies and services. SAP Ricoh links to SAP-based e-business procurement (EBP) software through a direct interface, in which we are able to provide a catalog of contracted equipment, supplies and services that have been integrated with SAP. Specifically, users will be transported from the company's established e-procurement solution to Ricoh's e-catalog to view product information. Order- and service-related information is then funneled back to SAP for approval and processing. Other Networks Ricoh also supports interfaces with Oracle, PeopleSoft ePro, SciQuest, Clarus, Epylon, Buysense and several other e-procurement solutions. Additional development with other e-procurement solutions will be considered on request.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any	Ricoh provides multiple training programs designed to meet our customer needs. Understanding that each customer has unique requirements, Ricoh will evaluate and recommend the best training solution based upon the customer environment. Ricoh has found that most customers prefer a modern approach to training. Rather than dedicate a specific date and time for on-site training, customers prefer our vast on-line options which allow them to review the content at a date and time that best suits their schedule. Because of this, Ricoh has increased our library of on-line training videos.

costs that apply

However, should on-site be preferred, Ricoh certainly has on-site training options available Both are described below

On-line Training:

Ricoh offers our customers short on-line training options through our How-to Videos and Knowledge Base, which are available 24/7 All of our on-line options are included in our Sourcewell contract at no additional charge

Ricoh launched a series of "How-to" videos to increase customer satisfaction and provide the more modern services our customers desire Ricoh's services training organization has been hard at work developing these videos to provide customers with quick and easy, multimedia instruction for their Ricoh products Designed to bring the product operation manual to life, How-to videos are available via the following link: <http://www.tsrc.ricoh-usa.com/public/how-to-videos/ricoh/>

For casual users, as well as the technical professionals in IT and the Help Desk, the Ricoh Knowledge Base offers access to an instructional reference database for specific devices This site lists relevant help topics and how-to documents for each Ricoh product, including instructions and photographs It also encourages users to provide feedback on their search experience, thus helping us to improve this tool and our channels for knowledge transfer to our customers The Ricoh Knowledge Base is available via this link: <https://ricoh-kb-en.custhelp.com/app/home/region/us/brand/ricoh>

Product manuals are provided in PDF format and driver downloads for all products are available on the Ricoh-usa.com website on the Support and Downloads page via this link: <https://www.ricoh-usa.com/en/support-and-download> End-users may search by typing in the product name or clicking the dropdown menus

Onsite or Customized Training:

Ricoh also offers Onsite or Customized training performed by dedicated, comprehensive staff of Technology Applications Specialists (TAS) Each TAS embodies first-rate communication skills and an extreme breadth and depth of knowledge on all aspects of the products and software they support This Onsite or Customized Training is optional and fee-based

Technology Applications Specialists must complete a rigorous process of attaining their CompTIA CTT+ (Certified Technical Trainer) certification as a job requirement They attend extensive Ricoh training to become certified on products and solutions we support within our portfolio Many team members hold additional industry certifications, such as vCTT+, A+, Net+, CDIA+, IT Fundamentals and EFI Fiery Professional

Our Technology Application Specialists conduct end-user/key operator training usually addresses the common features, functions and benefits of the equipment and accessories used by the local employees We generally allot up to one (1) hour for standard fleet/convenience copier training, and up to two (2) hours for administrator/key operator training In addition, Ricoh provides multiple levels of print shop non-production training If end-users/key operators/administrators require additional forms of training, we can also provide the following training methods:

- Individual (one-on-one, hands-on training)
- Train-the-trainer
- Classroom training for groups/departments of end-users
- Auditorium training for large group through screen shots/device panel projection
- Virtual training when applicable
- Printed customer-specific Quick Reference Guides
- Help Desk training/documentation (hardware/embedded solutions)

For training to be effective, it needs to take place at a location where the device is present and the area surrounding the device can accommodate a group of up to 10 people For particularly large groups it may be necessary to schedule multiple sessions or - in an unstructured environment - a trainer may have to block off a period of time during which he or she is available at the site to provide varying degrees of training If required, we are willing to set up and schedule training for groups of users in a classroom environment, using a device commonly used In this event, we recommend that the group be somewhere between 7 to 10 end-users, as smaller or larger groups can reduce the effectiveness of the training (i.e., a small number of end-users may delay the completion of the overall training, and groups that exceed 10 end-users often do not allow each to receive the individual attention he or she may require)

To effectively migrate print volume from high cost devices to the MFD equipment fleet, it is critical to educate end-users on how simple and cost-effective the MFD devices are to use Through effective training, users perform their print jobs on the lowest cost and most efficient digital copiers After they are familiar with this simple procedure, end-users continue to use this approach on an ongoing basis

To aid end-users after the training session, we provide an on-line manual for every device for reference purposes In addition, we have our on-line options described previously along with 24-hour toll-free end-user technical support for everyday minor troubleshooting

- Quick Reference Guides/Posters and Additional Documentation

Ricoh provides the customer with online guides and documentation at no additional charge Ricoh can also provide basic customized

Quick Reference Guides to Sourcewell members The guides are based on the functions discussed with the customer in the initial training meeting Ricoh will electronically send the guide to the customer for printing and is willing to provide printed guides along with more

		advanced documentation if needed A reasonable fee would apply based on the number of documents needed and hours spent in creation/preparation of the customized material - Help Desk Training/Documentation (Hardware/Embedded Print Embedded Solutions) Ricoh's Technology Applications Specialist (TAS) team can provide Level 1 Help Desk training to the customers internal Help Desk staff The training can be delivered to the employees through on-site or virtual training The TAS team will work with customers to develop a training plan that will provide the customer's help desk staff with troubleshooting/resolution for routine issues (e.g., clearing paper jams, clearing common error codes) with hardware and managed print embedded software supported by our technology services staff The TAS can provide customized step-by-step guides and documentation along with training around Ricoh's customer accessible knowledge base to Sourcewell members
37	Describe any technological advances that your proposed products or services offer	Ricoh is named among world's 50 most innovative companies holding more than 51,000 technology patents and acquiring 18 global acquisitions in information technology Ricoh is dedicated to innovative technological development for the way customers work today, which helps customers meet the demands of accessing critical information when and where they need it As an example, Ricoh's Dynamic Workplace Intelligence is new technology incorporated in our Multifunctional Devices that grows as your business needs grow With our new intelligent devices, customers can benefit from the outstanding quality, reliability, and security that they can expect from Ricoh, plus on-demand access to the latest technology Simply add software solutions, applications, and cloud services as needed, to optimize your document management workflows and help your employees work faster, smarter and more securely Ricoh's Always Current Technology allows new features, applications and upgrades to be downloaded and installed directly to your device on request No need to call a technician or wait until end of a contract Easy Scalable Customizable Customers can connect their Ricoh intelligent devices to external cloud services and third-party apps with Ricoh workflow applications They can also convert paper-based information to digital by scanning directly to services such as DropBox™ or Sharepoint™, or scan direct to folders on your network Customers gain quick access to a expanding range of 'scan-to' functionality as new services are produced and become available As a consistently recognized leader in innovation in the marketplace, we strive to improve our devices and technology through extensive research and development We focus our efforts on developing technology and solutions that respond to very specific environmental, regulatory or market-specific needs to help our customers work effectively Ricoh continually invests in ways to help you work smarter and stay ahead of the digital curve by keeping a pulse on what's next so that you have the solutions you need to drive your business forward Ricoh invests approximately 5 - 6% of consolidated sales in R&D each year As a result, we continue to expand technology, services and products so our customers have the solutions they need to drive business forward In addition, we work with our customers as their environment and businesses evolve to identify areas for improvement, from implementation of new print technologies and information infrastructure to output management and optimized workflows As our customer, you will be able to benefit from the speed and quality with which we invent new products and develop services and technology The list below contains major technology that we believe will affect the future of print and media: - Mobile connectivity (e.g., smart phones, tablets) - Social media and digital media replacing printed output - Cloud based storage, collaboration and distribution 3D printing - End user driven device and workflow customizations - High-Speed office ink-jet technology

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each	The Ricoh Group Corporate Social Responsibility (CSR) Charter and Ricoh Group Code of Conduct, which are the principles for corporate activity, were established so that common values and behavioral principles might be shared globally among all members of the Group. To grow as a respected enterprise, the Ricoh Group must fully discharge its corporate social responsibilities from a consistent global perspective and throughout every aspect of its operations. To ensure this, the following principles are observed, with the proper social awareness and understanding, compliant with both the letter and the spirit of national laws and the rules of international conduct: Integrity in Corporate Activities Every company in the Ricoh Group will develop and provide useful products and services, with high quality, reliability and ease of use, while maintaining security of information and giving proper consideration to the environment. Every company in the Ricoh Group will compete fairly, openly and freely, maintaining normal and healthy relationships with political institutions, government administration, citizens and organizations. Every company in the Ricoh Group will take responsibility for managing and safeguarding its own information and that of its customers. Harmony with the Environment Every company in the Ricoh Group will take responsibility, as a citizen of the world, working voluntarily and actively to preserve the environment. Every company in the Ricoh Group, and all employees of each company, will seek to implement technological innovations that reflect environmental concerns and will participate in ongoing activities to preserve the environment. Respect for People Every company in the Ricoh Group will, apart from corporate group activities, maintain a working environment that is safe and that makes it easier for its staff to perform their duties, respecting their richly individual characteristics and encouraging their autonomy and creativity. Every company in the Ricoh Group will respect the rights of all those connected with it, and will seek to create a cheerful working environment, free of discrimination. No company in the Ricoh Group will permit forced labor or child labor, and none will tolerate infringement of human rights. Harmony with Society Every company in the Ricoh Group will, as a good corporate citizen, actively engage in activities that contribute to society. Every company in the Ricoh Group will respect the culture and customs of its country or region and will operate so as to contribute to their development. Every company in the Ricoh Group will engage in the fullest possible communication with society, actively seeking to provide proper and unbiased disclosure of corporate information. Detailed information on CSR and environmental sustainability at Ricoh is available on our corporate website: http://www.ricoh.com/sustainability/. As a global citizen, Ricoh is highly recognized for environmental conservation. We incorporate our environmental responsibilities into groupwide efforts in environmental conservation activities, which we believe to be as significant as our business operations. At every Ricoh manufacturing plant, sustainable environmental management is promoted within the framework of an international standard: ISO 14001. It is the primary standard that offers certification to organizations of all types and sizes who develop their own environmental management system. ISO 14001 not only certifies compliance with environmental laws and regulations; it also forces businesses to take a hard look at all areas in which they impact the environment. By certifying its environmental management system under ISO 14001, Ricoh has committed its manufacturing operations, at every level, to develop a systematic approach to implement, maintain and constantly improve their own environmental practices. Ricoh is an active participant in numerous industry organizations and associations that help in establishing standards that are beneficial for the imaging equipment industry and our customers. Ricoh is a charter member of the Electronic Product Environmental Assessment Tool (EPEAT®) program—a comprehensive environmental procurement standard (IEEE 1680.2) for imaging equipment that helps customers identify greener products through the rating of various environmental attributes, such as energy efficiency, materials selection, indoor air quality and various take-back programs. Based on the number of optional criteria earned, EPEAT ranks products as Bronze, Silver or Gold (the highest tier, meeting over 75% of optional criteria). Ricoh was one of the first companies to achieve Gold status for imaging equipment products. By engaging in EPEAT, Ricoh is further enhancing its complete portfolio of products and services to better manage and reduce environmental impact and cost, while improving productivity for our customers and creating shared value for our society. The latest EPEAT-registered product list is available here: www.ricoh-usa.com/epeat.
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39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors	Ricoh is a member of the Environmental Leadership Council (ELC), a division of ITI, the Information Technology Industry Council. ELC members gain valuable access to policy and industry experts on the front lines of critical environmental and sustainability issues. Engagement with the ELC affords companies timely and accurate intelligence on the strategic business drivers and emerging trends that impact our industry. The council leads industry engagement in product materials selection and design, green procurement standards and policies, product stewardship and environmentally friendly recycling initiatives, and supply chain transparency and sustainability challenges. A recognized leader in environmental sustainability management, Ricoh is consistently ranked highly among global corporations for successfully achieving business productivity, while being environmentally responsible. Examples of our recent recognition follow: Ricoh was recognized as an ENERGY STAR® Partner of the Year in 2020 for the fifth straight year for its continued leadership and superior contributions to ENERGY STAR. 2020 also marks the third straight year Ricoh has received the Sustained Excellence distinction for its enduring commitment. This latest accolade acknowledges Ricoh's hard work to foster environmental sustainability in its own operations and evangelize sustainability to customers, employees and the larger business community. Ricoh received the highest Gold rating in the 2020 sustainability survey conducted by EcoVadis. Since receiving the first Gold rating in 2014, Ricoh has consistently received the highest rating in the survey. EcoVadis assesses suppliers from 155 countries and across 198 business sectors on corporate policies, initiatives and achievements in areas concerning the Environment, Labor and Human Rights, Ethics and Sustainable Procurement. Ricoh once again ranked within the top 5% of all companies surveyed. In 2019, Ricoh was selected for the FTSE4Good Index Series, a socially responsible investment index, for the sixteenth consecutive year. Ricoh was also selected for inclusion in the Asia Pacific Index of Dow Jones Sustainability Indices for a second consecutive year in 2019. Due to its environmental, social and governance initiatives, Ricoh was awarded "Prime" status on the Oekom sustainability rating in 2018. Oekom Research AG is one of the world's leading rating agencies in the field of sustainable investment. For the third consecutive year, Ricoh received an ENERGY STAR® Partner of the Year Award from the US EPA in 2018 for its outstanding contribution to reducing greenhouse gas emissions by manufacturing energy-efficient products, offering sustainable services and solutions and educating consumers about energy efficiency. Ricoh also won the ENERGY STAR Sustained Excellence Award for continued leadership and superior contributions to the program. The 2018 Partner of the Year – Sustained Excellence Awards are bestowed upon companies and other organizations demonstrating continued leadership in energy efficiency and commitment to the ENERGY STAR program. In November 2018, Ricoh announced that it had received the highest gold rating for the fourth year in a row in a sustainability survey conducted by EcoVadis, an organization that operates the first collaborative online platform allowing companies to monitor the environmental and social performance of their suppliers on a global basis. They assess suppliers from 110 countries and across 150 business sectors on corporate policies, initiatives and achievements in areas concerning the environment, labor practices, fair business practices and supply chain. Ricoh ranked within the top 5% of all companies surveyed following last year. In 2017, Ricoh was named a gold winner for the Most Environmentally Responsible Company of the Year category in the Best in Biz Awards, the only independent business awards program judged each year by prominent editors and reporters from top-tier publications in North America.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The mission of our Supplier Diversity Program is to continually seek and expand partnerships with minority-owned, small, small-disadvantaged, woman-owned, veteran-owned, service-disabled-veteran-owned and HUBZone small businesses. As a result of these mutually beneficial relationships, Ricoh will be able to exceed its customers' expectations, add value to its products, meet its business goals and provide economic benefits throughout the U.S. From January 1 through December 31, 2019, Ricoh purchased a total of \$109.3 million in goods and services from small and diversity-owned businesses. Of that amount, \$6.2 million were purchases from minority-owned businesses, \$30 million were from woman- and minority-owned businesses, \$44 million were from woman-owned businesses and \$13.9 million were from disabled veteran-owned businesses. Ricoh's diversity spend is 12% of its overall spend. In addition, Ricoh USA has over 300 authorized dealer partners with the following diversity classification: • Small Business \$7.5% • Woman Owned Business 5.8% • Woman Owned Minority Business 2% • Minority Owned 1.4% • Disabled Veteran Owned 3.7%	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	There are several reasons why our clients choose Ricoh Ricoh is a total solution provider that enables our clients to manage information more efficiently and effectively than ever before Our experience in a wide range of industries gives us in-depth knowledge of our client s unique challenges and how our services can help overcome them With our expertise in capturing, managing and transforming information, our clients can simplify their processes and drive new levels of growth Ricoh is one of the largest digital printing and document management solutions providers in the world and are one of the most trusted and experienced State & Local Government partners in the industry Due to the unique requirements in State & Local government, Ricoh created a strategic initiative specifically designed to support the Sourcewell customers in the United States and Canada When you choose to work with us, you re getting a business partner who understands your challenges and can bring in a dedicated team of experts that can work as an extension of your administration and provide true collaboration, flexibility and scalability - the expertise required - exactly when it is needed This approach gives you outside expertise and full strategic control Helping Our Clients Succeed At Ricoh, we recognize that if we are to help our clients gain a competitive edge, we must provide the innovative technologies and services that enable them to work smarter The key to helping our clients succeed in the midst of ongoing change is Ricoh s evolving core services and solutions portfolio, which includes: • Advanced Digital Printing • Managed Print • Enterprise Content Management and Workflow • Business Process Outsourcing • Workplace Productivity • Enterprise Support • Customer Communications Management and Mail • Information Governance and Cyber Security • Cloud and IT Unparalleled Experience Ricoh has been solving our customers problems with creative and innovative ideas as one of the world s largest provider of digital printing platforms In this new world of work, we continue to innovate and enhance the citizen, agency and organization experience We leverage our expertise and the processes refined in service to over 40,000 government clients We build optimal solutions for state and local government with unique challenges in servicing an ever changing environment and citizen population These solutions are all designed to make information work for government across the country Our People Ricoh s teams of experts are committed to bringing the best solution to each individual client, and we hold them accountable for your results Our service professionals work in conjunction with our dedicated systems analysts to concentrate on your digital needs Our highly trained and experienced service technicians support specific clients in assigned territories This process fosters solid relationships and a true understanding of your operations, applications and peak production periods, to ensure maximum responsiveness and uptime • One of the industry s largest services networks of field-based employees and technicians across the country • Support personnel who possess the professional certifications to work effectively in your environment and resolve issues quickly • State-of-the-art automated cloud dispatch program that brings together the right technician with the right parts and keeps you apprised of status Our Company For over 80 years, Ricoh has transformed the way people work with breakthrough technologies that help businesses innovate and grow Our focus has always been to envision what the future will look like so that we can help prepare you for success Today, that means empowering digital workplaces with our broad portfolio of services, solutions and technologies Ricoh understands the importance of having in-depth knowledge of the culture, environment, technology platforms and common challenges in Government to be a relevant business partner We have a team of resources with a focus and background of serving public sector Our experience allows us to establish consistent service delivery across all geographic regions by sharing best practices with our field sales professionals, solution design consultants, implementation and project management services and field operations All of these are critical attributes that allow us to create unique solutions for Sourcewell Participating entities to ensure their success helping the constituents they serve every day
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Table 9: arranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document

upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Our standard equipment warranty is 90 days and covers defective materials, workmanship and retrofits, but does not cover misuse or abuse, routine cleaning or preventive maintenance Our standard service contract essentially takes the place of this traditional equipment warranty, further extending the warranty period for the life of the agreement, as long as Ricoh is contracted to provide continuous maintenance services	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, we do not impose usage restrictions or other limitations	*
44	Do your warranties cover the expense of technicians travel time and mileage to perform warranty repairs?	Yes, Ricoh warranties cover these expenses	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Ricoh provides warranty repair service throughout the entire United States and Canada geographies, either through Ricoh Direct service or Ricoh authorized dealers	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for some third party items within the portfolio offering will be fulfilled by the original manufacturer	*
47	What are your proposed exchange and return programs and policies?	As with any manufactured products, there are rare occasions when a device may not perform to manufacturing standards Ricoh resolves these situations quickly by exchanging the product with a like for like product replacement To eliminate any delay, Ricoh Technology Services empowers the local Area Field Service Managers to approve product replacements without further escalation Because Ricoh proactively addresses performance concerns locally through detailed analytics and regular communication with our customers, replacing a questionable device is simply a joint business decision In addition, should units fail to maintain the performance standards as outlined in the Sourcewell SLA s (please refer to SLA s in Table 6, question 26), Ricoh will replace the unit on a like for like basis after an agreed upon cure period Equipment and supplies may be returned if unopened and in original packaging Return fees and shipping fees apply	*
48	Describe any service contract options for the items included in your proposal	Ricoh offers the following service contract coverage: Gold Maintenance Agreement The gold option includes parts, labor, chemical supplies (i.e., fuser oil, toner and developer) and staples Paper is excluded (This agreement includes consumables and end-user replaceable maintenance kits) Silver Maintenance Agreement The silver option includes parts, labor and chemical supplies (i.e., fuser oil, toner and developer) Paper and staples are excluded (This agreement includes consumables and end-user replaceable maintenance kits) Bronze Maintenance Agreement The bronze option includes parts and labor only (This agreement excludes consumables and end-user replaceable maintenance kits) Ricoh offers the following types of service contracts: Cost per Copy Flat Rate Base allowance plus overage Group / Pooled Billing (One rate across numerous devices) Ricoh Service Contract Billing parameters Service contract billed with the lease or separately from the lease Monthly, quarterly, or bi-annual and annual billing options available depending on type of contract Ricoh invoice samples outlining all available billing options will be furnished upon request	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Our standard payment terms are net 30 days for State and Local Government, Education and Not For Profit accounts	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Ricoh provides a full portfolio of leasing or financing options including, but not limited to, the following lease types: • Fair Market Value (FMV) • \$1 Buyout • Tax Exempt Municipal Lease • Software Loan • Monthly, Quarterly, Bi-Annual and Annual options • Terms available from 6 to 60 months for non-production products May extend up to 96 months for production • Flex or Step Lease program* • Deferral Lease Programs* * These programs may require an additional uplift in lease rates and supplementary paperwork	*
51	Briefly describe your proposed order process Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities purchase orders	RICOH CUSTOMER CARE ADMINISTRATION - To ensure consistency and accuracy in billing and alignment with Ricoh Service Excellence Methodology, Customer Administration employs clearly defined procedures for all billing activities related to our SLG contracts Order Management receives the orders from Sales and reviews for product and pricing compliance with the Sourcwell contract Upon validation, the customer is contacted, and Delivery/Installation is coordinated Equipment installation triggers the invoicing process that is managed by the Customer Administration Billing team Ricoh offers multiple meter collection processes that include: @remote(automated meter reading from the device), MyRicoh.com website (on-line submission tool), and traditional meter reporting via phone* (*may require additional fees) The Customer Administration Process Improvement team is an independent group inside of Customer Administration chartered to continuously review all Administrative procedures and identify opportunities to improve processes and enhance the customer experience All of our Ricoh authorized Dealers will be eligible to participate in this program and will be required to sign a participation agreement notating their adherence to the specific Sourcwell terms and conditions, and will follow a similar process as notated above	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Ricoh accepts P-card procurement at no additional cost to Sourcwell participating entities	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form

Line Item	Question	Response *	
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts) Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Ricoh is proposing a line-item discount from MSRP as outlined in our detailed pricing file (uploaded). During the contract period, as models are discontinued, replacement models will be priced at the same discount of its predecessor model and net new models will be priced at a discount that falls within the range of the applicable category. Ricoh has submitted additional services codes that are categorized as variable codes. These codes are variable in nature and based on the customized scope of services being offered. Pricing is based on a Statement of Work (SOW) in conjunction with a custom quote at prevailing rates. At the end of the first year and every year thereafter, a Sourcewell member's maintenance or services agreement may be increased. The annual increase will not exceed 10%.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed Ricoh pricing methodology for Sourcewell is based on a line-item percentage discount from MSRP. These percentage discounts from MSRP are individually identified by model and segment in our pricing exhibit and range as follows: B/W MFP - Up to 68% Color MFP - Up to 68% Production Color & B/W - Up to 50% Printers - 20% Wide Format - Up to 45% Hardware Accessories - 35% Scanners - 0 to 5% Hardware Accessories 3rd party - 0 to 5% PS Software/solutions/3rd party install/training - 0 to 5% Power Filters/Surge Protectors - 10% Network Connectivity - 10%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Ricoh may offer volume discounts based on the size and scope of an opportunity. The amount of the discount will vary and be determined at time of quoting. Ricoh will also extend periodic promotional discounts as they become available, which often includes product-specific rebate programs.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options." For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For Non-standard items, Ricoh will provide a custom quotation based on prevailing rates for the specific scope of work or service. This includes equipment relocation and special delivery requirements. Ricoh also has additional services codes that are categorized as variable codes. These codes are variable in nature and based on the customized scope of services being offered.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Ricoh may charge for the following services, as they are outside our established pricing for Sourcewell: - Ricoh will provide initial training in a printed, digital and/or virtual environment at no additional charge. For on-site training, fees apply and have been identified in the pricing proposal. Certain production products may require on-site training. - In the rare case of special rigging being required to accomplish a difficult move, such as stairs with no elevator, Ricoh may request a fee, based on the exceptional equipment or additional personnel required. - Some production equipment or third party products may require additional freight and delivery charges due to the excessive size and weight.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All prices shown in Ricoh's Price are based on FOB destination to the 48 contiguous States. Alaska, and Hawaii are subject to a 15% surcharge. Some of our production equipment and third party products may require us to charge an additional fee for freight and delivery due to excess size and weight. In addition, if special equipment or rigging is needed to complete a delivery, additional charges may apply. The customer will be provided a custom quote through open market, using prevailing rates.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery	United States: All prices shown in Ricoh s Price are based on F O B destination to the 48 contiguous States Alaska, and Hawaii are subject to a 15% surcharge Canada: All prices shown in Ricoh s Price Book (as identified for Canada) are based on F O B destination, with the exception of the Yukon Territory, Northwest Territory, Nunavut and Northern Ontario These areas listed are subject to a 15% surcharge As stated above, third party products or special delivery environments may require a customer quote Expedited shipping may be available based on the product or supply acquired Fees apply and a quote will be provided to the Sourcewell customer
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60	Describe any unique distribution and/or delivery methods or options offered in your proposal	Ricoh USA operates an extensive and robust supply chain distribution infrastructure consisting of five Regional Fulfillment Centers (RFCs) in five states; 53 smaller distribution transfer centers located in 33 states (to include Alaska and Hawaii); two repair parts distribution centers in TN and CA; and three bulk supply distribution centers in GA and CA to support timely client expectations for superior support in today's demanding market place Each RFC includes a distribution center and a configuration center where equipment is prepared to meet custom client needs and staged for delivery to our customers. A list of our existing Ricoh RFCs follows: • Tustin, CA-equipment and supplies (national distribution center) • Arlington, TX-equipment only • Bolingbrook, IL-equipment and supplies • Lawrenceville, GA-equipment and supplies • Bethlehem, PA-equipment only Each RFC is supported by numerous distribution transfer centers (18 transfer centers in 15 states) where "final mile-white glove" deliveries are performed (10 end-mile carriers). Ricoh has a private fleet of approximately 100 private fleet trucks approximately 100 employee drivers that provide timely and professional white-glove delivery and pickup services to meet client expectations for service. Ricoh's private fleet assets are further supported by regional partner core carriers that provide critical over-flow services to ensure all Ricoh client deliveries and/or pickups are performed in a timely manner. Ricoh reviews order demands and cross-levels inventories between RFCs daily to ensure inventory shortfalls in one RFC are offset by the timely transfer of inventory assets from another RFC to meet critical client order demands. Ricoh's investment in Canada allows us to provide the highest level of support to our Canadian customer locations. Ricoh Canada has warehouse facilities in Eastern and Western Canada, with our primary operation located in Concord, Ontario. The Concord warehouse is comprised of 63,000 square feet containing approximately 12,000 items of parts, supplies and equipment. The total Canadian inventory is valued at \$45 Million, with the inventory level at 2 months on hand. We also have access to over \$300 million worth of parts and inventory through our United States operation within 24 hours. • Calgary, AB, Canada -equipment and supplies • Toronto, ON, Canada -equipment and supplies Ricoh provides a host of dynamic supply chain solutions to support client supply chain needs and timely delivery expectations. Ricoh's Supply Chain solutions range from providing temporary loaner equipment to meet short term operational needs to managing client inventories of replacement equipment in our RFCs to ensure timely and dynamic distribution of equipment. Finally, Ricoh has an extension equipment relocation process to manage the relocation or transfer of client equipment either within the same building or between different geographic locations. Ricoh's Customer Interaction Team (CIT) operates staffs in GA and AZ to meet the client regional time zone demands for support. Ricoh's extensive, industry leading Supply Chain infrastructure and processes provide our clients with a full range of professional and customer-focused solutions to meet their needs in an ever-changing and demanding marketplace environment. Ricoh takes pride in knowing it is an industry leader in providing consummate Supply Chain solutions for our customers.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d other than what the Proposer typically offers (please describe)	Because of the unique requirements and opportunity of the Sourcewell RFP, we have customized a program relevant to the public sector market today that will benefit Sourcewell members

Table 13: Audit and Administrative Fee

Line Item	Question	Response *				
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Ricoh USA, Inc uses an Oracle billing and order platform that ensures when a Sourcewell contract is selected, the Sourcewell contracts, pricing, administrative fees and reporting all work in harmony. There are also protections built in place for our Ricoh Direct and Ricoh Family Group of Dealers which ensures pricing, terms and conditions and full compliance with the contract are met. In addition to our system-wide tools, we have personnel dedicated to reviewing orders through our Direct, Dealer and Inside Sales channels in the US and Canada. We also have an Internal Audit team department that periodically performs contract compliance audits.				
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods (See the RFP and template Contract for additional details.)	<table><tr><td>\$0 - \$100M</td><td>2.00%</td></tr><tr><td>\$100M+</td><td>1.75%</td></tr></table> Ricoh agrees to pay the above percentages for all Ricoh and 3rd party Hardware based upon the selling price to the customer and/or our Dealers. By way of example, at the standard contract fee of 2%, if the Hardware selling price is \$100, Ricoh would pay a fee on the transaction equal to \$2.00. To simplify reporting, and as an example, if a customer signs a 60-month lease agreement, Ricoh will pay Sourcewell the full 2% of the total funded amount of the Hardware upfront, rather than paying monthly fees for this transaction over 60 months. Ricoh will not pay administrative fees on any associated Ricoh hardware maintenance, software, professional services and/or ongoing managed services transactions.	\$0 - \$100M	2.00%	\$100M+	1.75%
\$0 - \$100M	2.00%					
\$100M+	1.75%					

Table 14A: Depth and Breadth of Offered equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal	RICOH COMPLETE PRODUCT OFFERING The Ricoh offering includes all Multi-Functional Devices (MFD), Production Equipment, Single-Function Printers, Large/Wide Format Equipment, Scanners, Software bundles that enable and enhance the productivity and capability of the Devices, Managed Services, Mail Services and Managed Print Services (MPS) as detailed below Managed Print Service - The Ricoh Managed Print Services (MPS) offering additionally incorporates Enterprise Content Management, Workflow Optimization, Scanning and Document Capture Solutions Pending a successful award, Ricoh also is offering the addition of Remanufactured MFDs / Refurbished MFDs (which we refer to as our GreenLine Series) Related Products, Services and Solutions - The complete range of Products, Services, and Solutions such as analysis, digital mail, workspace services, software solutions, network solutions, third party integration related to the purchase or lease of items, fleet management, overflow printing services, legal document services, Imaging Services, Cloud & IT Services or any other Products, Services, Emerging technologies and Solutions offered by Supplier
65	Within this RFP category there may be subcategories of solutions List subcategory titles that best describe your products and services	Equipment - Multi-Functional Devices (MFD s) - Printers - Cut Sheet Printers - Wide Format Printers - Continuous Feed - Electronic Devices Software - Collaboration - Document Management - Cost Control & Recovery - Mobile Printing & Sharing - Printer Security - Device Management - Content Management - Commercial & Industrial Printing Related Services - Cloud & IT - Commercial Industrial Printing Services - Content & Workflow - Consulting - Customer Communications Management - Device Lifecycle - Document Outsourcing - Information Governance - Managed Print - Workplace Services

Table 14B: Depth and Breadth of Offered equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Copiers	☒ Yes ☐ No	Full line	*
67	Printers	☒ Yes ☐ No	Full line	*
68	Multi-function devices	☒ Yes ☐ No	Full line	*
69	Hardware, software, supplies, consumables, and related accessories	☒ Yes ☐ No	Full line - please see question 64 for full portfolio offerings	
70	Managed Print Services (MPS) solutions	☒ Yes ☐ No	Full line - please see question 64 for full portfolio offerings	
71	Related services	☒ Yes ☐ No	Please see question 64 for identified related services being proposed	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Ricoh utilizes annual Key Performance Indicators (KPI's) and business targets established for our SLG Team, as well as our Direct, Dealer, Inside Sales and Services teams in the United States and Canada. We actively track, monitor, and manage the performance of our teams and team members on a monthly, quarterly and annual basis to measure success in achieving each performance objective. When they exceed the KPI plan, we review and communicate their successes in order to share those best practices with other employees. Should a KPI not trend favorably, we review to understand the conditions and jointly develop action plans to restore that individual's KPI performance. Metrics examples: • Total Revenue Growth • Market Share Growth • Zero Based Account (ZBA) Growth - New customers not currently doing business with Ricoh • Transformation Services Growth • Customer Satisfaction • Service Level Agreement Achievement • Compliance In addition to these general business metrics, individual and team KPI's will be customized to specifically align to the Sourcwell program. We will also incorporate the objectives that you request from and use to measure supplier success. Together, these KPI's become a central part of the Quarterly Business Review meetings scheduled with Sourcwell. These meetings are mutually beneficial to ensure that we are providing the value and performance that you and your members require and deserve.	*

73	Describe shipping and delivery options available to participating entities	The majority of the equipment items ordered are larger and need to be transported by truck and delivery vans. If there are emergency delivery needs, Air Freight and other expedited methods can be arranged for additional fees. For equipment that is used for home office environments, such as desktop printers and scanners, Ricoh has a drop ship program that will direct ship to the employee's home offices as needed. Our logistical partner for small packages and supplies 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 5 pm local time, for delivery anywhere in the United States next day. Using UPS allows us to meet all required service commitments, depending on the customer-selected class of service. Expedite shipping is available upon request for a fee. The average process timeframe from order entry to manufacturer shipment is less than 15 business days (excluding remote areas and select dealer supported areas). We can fulfill most immediate needs from our network of warehouses. In back-order situations, we will work with Sourcewell members to determine the best course of action.
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74	Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.	As the manufacturer , Ricoh has several ways to validate that the supply chain remains secure and only delivers authentic equipment , parts and supplies. For equipment , all of the systems checkpoints validate individual and configuration serial numbers through final installation to ensure that there is match. For Parts and Supplies, they are only warehoused and shipped from secure facilities, to known service technicians or dealer partner facilities. Our Supply Chain is fairly complex. Below is high level description of its operation. Our Supply Chain Management service parts organization continually focuses all initiatives on providing improved customer service for our technicians and customers. The timely and efficient repair and maintenance of contracted equipment depends on the availability of a comprehensive parts supply and an efficient distribution model. Our goal is to provide maximum uptime and productivity to our customers and effective support to our network of Ricoh technicians. Parts Inventory: Planning and Control Our Parts Inventory Planning & Control team's goal is to balance a readily available supply of parts to meet customer service-level requirements, while maintaining asset control. The majority of our parts inventory is planned in the SPC Japan REXUS system and our locally procured parts inventory is planned using the Servigistics Planning system. It is the role of the parts purchasing team to review key performance indicators (KPIs) and leverage experience and expertise to identify shortfalls stemming from these systems and adjust the planning systems accordingly. We plan for parts using a forecasted monthly average volume in conjunction with calculated safety stock and lead-time uplift (C-Stock). Our parts inventories are replenished weekly with variable lead times based on source and availability. Our Inventory Planning & Control initiatives include processes targeted to improve customer service. Inventory control activities are designed to improve our ability to have the right part in the right place at the right time to meet customer needs. This oversight includes managing over \$100 million in parts inventories that are stored in two primary distribution centers and approximately 3,800 technician vehicle-stocking locations. Our parts management directives are to monitor our monthly inventory performance and achieve goals based on KPIs. These KPIs include achieving targeted fill rates, inventory months on hand, inventory health, and shrinkage and obsolescence goals. The Parts Inventory Planning and Control team is also responsible for maintaining relationships with our suppliers and is another area used to drive improvements in our overall performance. Parts Logistics: Warehouse and Distribution As part of its centralized supply chain Initiatives, Ricoh has developed a logistical footprint within sourced warehouses in the United States. 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 3,500 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 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).
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1 The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence
- 2 The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award
- 3 The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation
- 4 To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired
- 5 The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation
- 6 If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract
- 7 The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract
- 8 The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract
- 9 The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders
- 10 The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act
- 11 Proposer, its employees, agents, and subcontractors are not:
 - a Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation - Steve Bissey, Director, State and Local Government, Ricoh USA, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda

File name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Copiers_Printers_MFD_RFP_030321 Tue February 23 2021 03:05 PM	☒	1
Addendum_8_Copiers_Printers_MFD_RFP_030321 Mon February 22 2021 02:20 PM	☒	1
Addendum_7_Copiers_Printers_MFD_RFP_030321 Thu February 18 2021 01:00 PM	☒	1
Addendum_6_Copiers_Printers_MFD_RFP_030321 Wed February 17 2021 09:23 AM	☒	1
Addendum_5_Copiers_Printers_MFD_RFP_030321 Fri February 12 2021 07:58 AM	☒	1
Addendum_4_Copiers_Printers_MFD_RFP_030321 Wed February 10 2021 11:12 AM	☒	2
Addendum_3_Copiers_Printers_MFD_RFP_030321 Sun January 24 2021 06:07 PM	☒	3
Addendum_2_RFP_030321_Copiers_Printers_MFD_RFP_030321 Tue January 19 2021 09:07 AM	☒	1
Addendum_1_RFP_030321_Copiers_Printers_MFD_RFP_030321 Thu January 14 2021 10:07 AM	☒	1

RICOH

STATE OF MINNESOTA SOURCEWELL COOPERATIVE

Product Code	CATEGORY	Product Description	Disc % From SRP
B&W MFP (A3)	B&W MFP (A3)		
417917	B&W MFP (A3)	MP 6503SP (120V)	65.00%
417928	B&W MFP (A3)	RICOH MP 2555ASP (SPDF)	58.00%
417930	B&W MFP (A3)	RICOH MP 3555ASP (SPDF)	60.00%
418775	B&W MFP (A3)	IM 7000	65.00%
418786	B&W MFP (A3)	IM 8000	65.00%
418787	B&W MFP (A3)	[LLT] IM 9000	65.00%
417756	B&W MFP (A3)	RICOH MP 4055SP	62.00%
417766	B&W MFP (A3)	RICOH MP 5055SP	62.00%
417776	B&W MFP (A3)	RICOH MP 6055SP	65.00%
415877-RM	B&W MFP (A3)	RICOH GREENLINE MP 6002SP	50.00%
415879-RM	B&W MFP (A3)	RICOH GREENLINE MP7502SP	50.00%
415881-RM	B&W MFP (A3)	RICOH GREENLINE MP 9002SP	50.00%
417025-RM	B&W MFP (A3)	RICOH GREENLINE MP 3554SP	50.00%
417036-RM	B&W MFP (A3)	RICOH GREENLINE MP 4054SP	50.00%
417756-RM	B&W MFP (A3)	RICOH GREENLINE MP 4055SP	50.00%
417766-RM	B&W MFP (A3)	RICOH GREENLINE MP 5055SP	50.00%
417776-RM	B&W MFP (A3)	RICOH GREENLINE MP 6055SP	50.00%
417920-RM	B&W MFP (A3)	RICOH GREENLINE MP 2555SP	50.00%
417921-RM	B&W MFP (A3)	RICOH GREENLINE MP 3055SP	50.00%
417922-RM	B&W MFP (A3)	RICOH GREENLINE MP 3555SP	50.00%
Color MFP (A3)	Color MFP (A3)		Discount off SRP
418171	Color MFP (A3)	IM C6500	68.00%
418174	Color MFP (A3)	IM C8000	68.00%
418292	Color MFP (A3)	IM C3000	62.00%
418300	Color MFP (A3)	IM C3500	62.00%
418227	Color MFP (A3)	IM C4500	64.00%
418228	Color MFP (A3)	IM C6000	64.00%
418284	Color MFP (A3)	IM C2500	60.00%
417449-RM	Color MFP (A3)	RICOH GREENLINE MP C3004	50.00%
417450-RM	Color MFP (A3)	RICOH GREENLINE MP C3504	50.00%
417451-RM	Color MFP (A3)	RICOH GREENLINE MP C4504	50.00%
417453-RM	Color MFP (A3)	RICOH GREENLINE MP C6004	50.00%
417667-RM	Color MFP (A3)	RICOH GREENLINE MP C6503SP	50.00%
417673-RM	Color MFP (A3)	RICOH GREENLINE MP C8003SP	50.00%
B&W MFP (A4)	B&W MFP (A4)		
418458	B&W MFP (A4)	IM 550F	35.00%
418465	B&W MFP (A4)	IM 600SRF	35.00%
418485	B&W MFP (A4)	IM 350F	30.00%
418488	B&W MFP (A4)	IM 430FB	30.00%
418490	B&W MFP (A4)	IM 430F	30.00%

418940	B&W MFP (A4)	IM 430F TL	30.00%
Color MFP (A4)	Color MFP (A4)		
418223	Color MFP (A4)	IM C530FB	50.00%
418569	Color MFP (A4)	RICOH IM C300F	45.00%
418562	Color MFP (A4)	RICOH IM C400F	45.00%
418574	Color MFP (A4)	RICOH IM C400SRF	45.00%
41KR071	Color MFP (A4)	RICOH M C550SRF	50.00%
BW LP	BW LP -B/W PRINTERS		
408266	BW LP -B/W PRINTERS	SP 3710SF	20.00%
408244	BW LP -B/W PRINTERS	RICOH SP 8400DN 60 PPM B/W LASER PRINTER	20.00%
408272	BW LP -B/W PRINTERS	SP 3710DN	20.00%
418082	BW LP -B/W PRINTERS	P 501	20.00%
418469	BW LP -B/W PRINTERS	P 800	20.00%
418494	BW LP -B/W PRINTERS	P 502	20.00%
418941	BW LP -B/W PRINTERS	P 501TL	20.00%
Color LP	COLOR PRINTERS		
408328	COLOR LP -B/W PRINTERS	M C250FW	20.00%
408105	COLOR LP -B/W PRINTERS	RICOH SP C840DN COLOR LASER PRINTER	20.00%
408209	COLOR LP -B/W PRINTERS	RICOH SP C352DN COLOR LED PRINTER	20.00%
408301	COLOR LP -B/W PRINTERS	P C600	20.00%
408334	COLOR LP -B/W PRINTERS	P C301W	20.00%
	PRODUCTION B/W		
409236	PRODUCTION B/W	PRO8300S	50.00%
409237	PRODUCTION B/W	PRO8310S	50.00%
409238	PRODUCTION B/W	PRO8320S	50.00%
409239	PRODUCTION B/W	PRO8310	50.00%
409240	PRODUCTION B/W	PRO8320	50.00%
409376	PRODUCTION B/W	PRO8310M	50.00%
409377	PRODUCTION B/W	PRO8320M	50.00%
404592-RM	PRODUCTION B/W	RICOH GREENLINE PRO8100SE	50.00%
404593-RM	PRODUCTION B/W	RICOH GREENLINE PRO8110SE	50.00%
	PRODUCTION COLOR		Discount off SRP
409070	PRODUCTION B/W	PROC9200ENT	50.00%
409072	PRODUCTION B/W	PROC9210ENT	50.00%
409156	PRODUCTION B/W	PROC7210X	50.00%
409152	PRODUCTION B/W	PROC7210SX	50.00%
409271	PRODUCTION B/W	PROC7200E	50.00%
409226	PRODUCTION B/W	PROC7200SL	50.00%
409364	PRODUCTION B/W	PRO C9200ENT	50.00%
409366	PRODUCTION B/W	PRO C9210ENT	50.00%
409392	PRODUCTION B/W	PRO C5300S	50.00%
409393	PRODUCTION B/W	PRO C5310S	50.00%
409151	PRODUCTION B/W	PPROC7210SX	50.00%
409153	PRODUCTION B/W	PRO C7200X	50.00%
409155	PRODUCTION B/W	PPROC7210X	50.00%
404350-RM	PRODUCTION B/W	RICOH PRO C901	50.00%

404353-RM	PRODUCTION B/W	RICOH PRO C901S	50.00%
404493-RM	PRODUCTION B/W	PRO C5100S	50.00%
404497-RM	PRODUCTION B/W	RICOH PRO C5110S	50.00%
404614-RM	PRODUCTION B/W	GREENLINE RICOH PRO C9100 ENTRANCE	50.00%
404625-RM	PRODUCTION B/W	GREENLINE RICOH PRO C7110X	50.00%
404627-RM	PRODUCTION B/W	GREENLINE RICOH PRO C7110SX	50.00%
404726-RM	PRODUCTION B/W	GREENLINE RICOH PRO C9110 ENTRANCE	50.00%
	NON-RICOH PRODUCTS		Discount off SRP
JFX200-2513	NON-RICOH PRODUCTS	[OOD] MIMAKI JFX 200 FLATBED	0.00%
3000009271	NON-RICOH PRODUCTS	[OOD] EFI PRT PRO 24F 3M FLATBED 6C WCMYKW	0.00%
500-101001	NON-RICOH PRODUCTS	[OOD] XANTE X33 UV FLATBED PRINTER	0.00%
JFX500-2131	NON-RICOH PRODUCTS	[OOD] MIMAKI JFX 500 INKJET PRINTER	0.00%
SCT3270SR	NON-RICOH PRODUCTS	[OOD] EPSON SURECOLOR T3270 SINGLE ROLL 24	0.00%
SCT5270DR	NON-RICOH PRODUCTS	[OOD] EPSON SURECOLOR T5270 DUAL ROLL 36	0.00%
3000009019	NON-RICOH PRODUCTS	[OOD][OOD]EFI PRO 16H	0.00%
500-101000	NON-RICOH PRODUCTS	[OOD] XANTE X-16 WF UV PRINTER	0.00%
500-100980	NON-RICOH PRODUCTS	[OOD]XANTE EN-PRESS 110V WITH ENTERPRISE FEEDER,	0.00%
500-100978	NON-RICOH PRODUCTS	[OOD]XANTE EN-PRESS PRINTER 110V FOR ENTERPRISE F	0.00%
500-100976	NON-RICOH PRODUCTS	[OOD]XANTE EN-PRESS PRINTER 110V NO FEEDER COMP	0.00%
500-100981	NON-RICOH PRODUCTS	[OOD]XANTE EN-PRESS 220V W/ENTERPRISE FEEDER, STA	0.00%
SCT5270SR	NON-RICOH PRODUCTS	[OOD] EPSON SURECOLOR T5270 SINGLE ROLL 36IN	0.00%
SCT7270DR	NON-RICOH PRODUCTS	[OOD] EPSON SURECOLOR T7270 DUAL ROLL 44	0.00%
SCT7270SR	NON-RICOH PRODUCTS	[OOD] EPSON SURECOLOR T7270 SINGLE ROLL 44IN	0.00%
AB0207	NON-RICOH PRODUCTS	[OOD] COLEX APPLICATOR TABLE 1754	0.00%
AB0203	NON-RICOH PRODUCTS	[OOD] COLEX APPLICATOR TABLE 1734	0.00%
AB0205	NON-RICOH PRODUCTS	[OOD] COLEX APPLICATOR TABLE 1740	0.00%
AB0201	NON-RICOH PRODUCTS	[OOD] COLEX APPLICATOR TABLE 1728	0.00%
TN00106	NON-RICOH PRODUCTS	[OOD] COLEX SHARPCUT PRO SX1732 STANDARD	0.00%
500-100982	NON-RICOH PRODUCTS	[OOD] EN-PRESS PRINTER 110V W SL FEEDER	0.00%
DFL-500MKII	NON-RICOH PRODUCTS	[OOD] DUPLO DFL-500 MKII	0.00%
DF-1300A	NON-RICOH PRODUCTS	[OOD] DUPLO DF-1300A	0.00%
DC-618	NON-RICOH PRODUCTS	[OOD] DUPLO SLITTER, CUTTER, CREASER	0.00%
	INTERACTIVE WHITEBOARDS		Discount off SRP
432424	INTERACTIVE WHITEBOARDS	RICOH INTERACTIVE WHITEBOARD D3210BK	15.00%
432447	INTERACTIVE WHITEBOARDS	RICOH INTERACTIVE WHITEBOARD D8600BK	15.00%
432523	INTERACTIVE WHITEBOARDS	RICOH COLLABORATION BOARD D5530BK	15.00%
432526	INTERACTIVE WHITEBOARDS	RICOH COLLABORATION BOARD D6520BK	15.00%
432545	INTERACTIVE WHITEBOARDS	RICOH COLLABORATION BOARD D7510BK	15.00%
	OTHER PROPOSED PRICING		Discount off SRP
HARDWARE ACCESSORIES (RICOH)			35.00%
SCANNERS (FUJITSU-KODAK ALARIS)			0-5%
HARDWARE ACCESSORIES 3RD PARTY			0-5%
PS SOFTWARE/SOLUTIONS /3RD PARTY /INSTALL/TRAINING			0-5%
POWER FILTER /SURGE PROTECTORS			10.00%
NETWORK CONNECTIVITY (NWSC)			10.00%
LEASE RETURN CHARGE - SEGMENT 1 AND DESKTOP DEVICES			5.00%
LEASE RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES			5.00%

ON-SITE TRAINING		0.00%
RELOCATION OF EQUIPMENT	TO BE QUOTED AT TIME OF REQUEST	TBD*

*Initial Delivery/setup installation and training is included in the hardware pricing. Additional on-going training will be price at time of request. Regardless of the distance from any authorized sales and service location, if rigging is required, the charges quoted will be on an open-market basis. For relocation of currently installed equipment, please contact Ricoh and a quote will be provided upon request. Step-by-step processes have been established to assure that equipment is tracked and not moved without approval and authorization from the appropriate authority .

Standard delivery is included on all Ricoh products, however some 3rd party products may require additional charge for delivery due to excess size and weight. Customer will be provided a custom quote using prevailing rates.

All prices shown in the Price List are based on F.O.B. destination to the 48 contiguous States. Prices for Alaska, Hawaii and Canada will require a 15% surcharge. For unusual or remote geographic areas requiring use of boat, helicopter etc. to reach the customer, additional fees will apply.



MASTER SERVICE AGREEMENT

CUSTOMER INFORMATION					
Full Legal Name	State of Maine, Department of Administrative & Financial Services, Bureau of General Services, Division of Procurement Services				
Address	9 State House Station				
City	Augusta	State	ME	Zip Code	04330

This Master Service Agreement (this “**Agreement**”) is made on this 25th day of October, 2022 (“**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**”). 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 (“**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; and (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.

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. 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 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

4. 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.

5. 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.

6. 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.

7. 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. 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.

8. 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.

9. 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, including but not limited to Maine's Freedom of Access Act 1 M.R.S. Section 401 et seq., 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. Both parties acknowledge 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 the other party.

Notwithstanding anything in this Agreement to the contrary, both parties are 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.

10. 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. 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..

11. Indemnification. To the extent allowable by law, 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. To the extent allowable by law, 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. To the extent allowable by 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.

12. 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 and which could not be reasonably avoided.

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, THREE TIMES THE VALUE OF THE AGREEMENT.

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.

13. 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.

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. 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 destination. Title to purchased Products shall pass to Customer upon Ricoh's delivery of the product to the Customer.

16.3 **Governing Law.** This Agreement and any Order Form shall be governed by the laws of the State of Maine both as to interpretation and performance, without regard to its choice of law rules or requirements.

16.4 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.** This Agreement establishes the general commercial terms and conditions that will govern all Order Forms, however it may be necessary to supplement or modify this Agreement with respect to certain Products or Services provided under a given Order Form. Therefore, in the event of any conflict or inconsistency between this Agreement and any Order Form, the following order of precedence shall prevail: (a) the Order Form shall control, unless otherwise expressly stated in the Order Form, followed by (b) the terms and conditions set forth in this Agreement.

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. Ricoh shall not (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 Customer.

CUSTOMER	RICOH USA, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____



Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

Master Lease Agreement

Number: 1039821

CUSTOMER INFORMATION

Full Legal Name State of Maine				
Address 9 State House Station				
City Augusta	State ME	Zip 04333	Contact Michelle Fournier	Telephone Number 207-624-8868
Federal Tax ID Number* 22-3181040 (Do Not Insert Social Security Number)		Facsimile Number		E-mail Address Michelle.Fournier@maine.gov

*Not required for State and Local Government entities.

This 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. ("Ricoh") 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.

1. Agreement. 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."
2. Schedules; Delivery and Acceptance. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, 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 in the form attached hereto as Exhibit A (which, at our request, may be done electronically) within ten (10) business days after any Product is installed.
3. Term; Payments.
 - (a) 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. 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 onetime late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law).
 - (b) In the event that you terminate the Maintenance Agreement (as hereunder defined) between you 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 you in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under the Maintenance Agreement.
- (c) A Schedule may be terminated in whole or in part by you in accordance with this Section 3(c) whenever you determine that such a termination is in your best interest. Any such termination shall be affected 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, you agree 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. We shall supply you with the actual number of Payments remaining and the total amount due, and you 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 as otherwise set forth in this Agreement, 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 "Service") 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 at any reasonable time upon reasonable prior written notice.

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 except to the extent caused by our negligence or willful misconduct. You are required to make all Payments even if there is a Loss. You must notify us in writing promptly of any Loss. Then, you shall be responsible to (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 from Ricoh.
8. **Indemnity, 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. In the event of loss or damage to the Product, except to the extent such loss or damage is caused by an act or omission of Ricoh, 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, to the extent not prohibited by law, 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.
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 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) to the extent not prohibited by law, 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 court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will to contact you telephonically, via email or other means of communication 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. To the extent not prohibited by law, you agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. 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, such notice will be provided in accordance with such applicable law. 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, reasonably attorney fees and court costs incurred. However, nothing in this Agreement shall be interpreted to be a waiver of sovereign immunity or to any other right, privilege, or immunity to which the State of Maine may be entitled.

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 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 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. AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL IMMEDIATELY TERMINATE UNLESS THE PARTIES AGREE IN WRITING TO 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 YOU RETURN THE PRODUCT 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 promptly 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 all 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. To the extent permitted by law, 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 THIS LEASE AGREEMENT, SOURCEWELL AGREEMENT CONTRACT # 030321-RCH FOR COPIERS, PRINTERS, AND MULTI-FUNCTION DEVICES WITH RELATED SUPPLIES, ACCESSORIES, AND SERVICES, 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 correct or supply (i) any "configure to order" numbers ("CTO") or other equipment identification numbers (including, without limitation, serial numbers), as evidenced by delivery and acceptance certificates, bills of lading, packing slips or other order-related documents, and/or (ii) agreement/schedule identification numbers in this Lease Agreement or any

Schedule as such numbers are assigned. 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 either party until such party signs 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 either party delays or fails to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, such party 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 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. 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. You authorize us, our agent and/or our Assignee to obtain third-party credit reports and make credit inquiries of third-parties 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 OF MAINE. THE PARTIES ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE OF MAINE. 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 OUR ASSIGNEE (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 countersigned by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section.
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 then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us prompt 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, promptly 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) to the extent not prohibited by law, 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 return make available to use (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, you will provide, upon our request, an statement of the agency (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) (intentionally omitted), (iii) You agree to take all reasonably 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/or otherwise contemplated 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: X		By:	
Authorized Signer Signature Printed		Authorized Signer Signature	
Name:		Printed Name:	
Title:	Date:	Title:	Date:
Facsimile Number:		Facsimile Number:	



Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

Product Schedule

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 _____ (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

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
		El Monthly	111 1 Payment
		El Quarterly	111 1 & Last Payment
		El Other: _____	111 Other: _____

Sales Tax Exempt: 0 YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: 0 YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- 1. 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 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 any 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.**

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.
LSEADD PS 08.19 Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd. Page 1 of 1

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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