

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT FOR SERVICES BETWEEN THE TOWN OF ADDISON AND RICOH U.S.A., INC., IN AN AMOUNT NOT TO EXCEED \$84,040.16, FOR PRINT SERVICES, PRINTERS, COPIERS, SCANNING, FACSIMILE EQUIPMENT AND RELATED SERVICES, AND DOCUMENT IMAGING SERVICES/SOLUTIONS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The Contract for Services between the Town of Addison and Ricoh U.S.A., Inc., for print services, printers, copiers, scanning, facsimile equipment and related services, and document imaging services/solutions in an amount not to exceed \$84,040.16, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **26th** day of **MAY 2020**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

THIS CONTRACT FOR SERVICES (hereinafter the "Contract") is made and entered into by and between the Town of Addison, Texas (hereinafter called "Town") and Ricoh USA, Inc., an Ohio corporation that is with its principal place of business at 300 Eagleview Blvd., Exton, PA 19341 (hereinafter called "Contractor") on the __ day of April, 2020 ("Effective Date").

WITNESSETH:

WHEREAS, the Town sought services related to managed print services, printers, copiers, scanning, facsimile equipment and related services, and document imaging services/solutions ("Services").

WHEREAS, the Town reviewed the Texas Department of Information Resources' ("DIR") for available vendors; and

WHEREAS, the Contractor, through DIR Contract No. DIR-CPO-4435, submitted a proposal for the Services, defined below as Exhibit C; and

WHEREAS, based upon the review of the Proposal, the Town has investigated and determined that it desires to hire the Contractor for the Services.

1. DESCRIPTION OF WORK

For the consideration agreed below to be paid to Contractor, the Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined, and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services, and Contractor makes the same guarantee with regard to performance for any and all subcontractors completing Services under this Contract.

A. The Services are to be performed in a good and workmanlike manner and shall conform in every respect to the following, collectively, the "Agreement Documents":

- (i) This Contract;
- (ii) DIR Contract No. DIR-CPO-4435 ("DIR Contract"), attached hereto as **Exhibit A** and incorporated herein for all purposes;

- (iii) DIR-CPO-4435 *Appendix A* Standard Terms and Conditions and attached hereto as **Exhibit B** and incorporated herein for all purposes;
- (iv) The Proposal, attached hereto as **Exhibit C** and incorporated herein for all purposes;
- (v) DIR-CPO-4435 *Appendix C* Pricing Index, attached hereto as **Exhibit D** and incorporated herein for all purposes;
- (vi) DIR-CPO-4435 *Appendix F* Maintenance and Sale Agreement attached hereto as **Exhibit E** and incorporated herein for all purposes; and
- (vii) Insurance Requirements, attached hereto as **Exhibit F** and incorporated herein for all purposes.
- (viii) DIR Request for Offer No. DIR-TSO-TMP-419, located at <https://dir.texas.gov>;
- (ix) DIR-CPO-4435 *Appendix B* SUB Subcontracting Plan located at <https://dir.texas.gov>;

B. All of the documents referred to in Subsection A of this Section 1, above, are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, that in case of a conflict in the language of the DIR Contract, the DIR-CPO-4435 *Appendix F* Maintenance and Sale Agreement, the Proposal and this Contract, the terms and conditions of this Contract shall control, and then the DIR-CPO-4435 *Appendix F* Maintenance and Sale Agreement, then the DIR Contract and then the Proposal in that order, and are final and binding on both parties. Contractor and Town further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by the Town and such decision shall be binding and conclusive upon Contractor.

C. Contractor and Town agree that Town shall place the written order for Services. At that time, the warranties associated with the ordered Products and Services, as those terms are defined in Exhibit E, shall commence and continue as per Section 13 of Exhibit E.

2. INSPECTION OF SITES AND COORDINATION

Contractor represents that, prior to submitting the Proposal and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under, and performed to the satisfaction of the City Manager, or his/her designee, hereinafter called "Director."

3. PAYMENT

In exchange for those Services described in the Agreement Documents, the Town agrees to pay Contractor an amount not to exceed **Eighty-Four Thousand Forty and 16/100 Dollars (\$84,040.16)**, according to the terms and conditions of this Contract for the purchase and installation of the Products. Payment for all monthly Services shall be in accordance with Exhibit C.

On or before the 10th day of each month, Contractor shall submit to Town an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to Town and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as Town may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Contract and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

4. TERM

The term of this Contract shall be as defined by Exhibit E, Section 4 attached hereto. For good cause shown by Contractor in writing, the Director may extend the time to perform the Services.

The Contractor recognizes that the Contract shall commence upon the Start Date, as defined by Exhibit E, Section 4, and, subject to Section 9 herein, continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Contract after the close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. The Contract may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

5. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS

A. Contractor shall possess or obtain any applicable permits required by Town ordinance or State or Federal law for the performance of the Services prior to commencing the Services. Contractor shall perform its obligations pursuant to this Contract in accordance with all Federal, State and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to the Services to be performed pursuant to the Contract.

6. INDEPENDENT CONTRACTOR

Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the Town in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and, in cooperation with the Director, is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of the Town, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the Town provides its employees.

7. INDEMNITY

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, (INCLUDING PATENT, COPYRIGHT AND INFRINGEMENT SUBJECT TO DIR-CPO-4435 APPENDIX A SECTION 10.A.3), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

TOWN SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY TOWN HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT

TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN TOWN APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS, (NOT TO EXCEED \$350.00 PER HOUR), INCURRED BY TOWN. CONTRACTOR AND TOWN AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8. INSURANCE AND BOND REQUIREMENTS

Contractor shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to the Town, the insurance coverage as required by Exhibit F.

9. TERMINATION

The Town may, at its option and without prejudice to any other remedy the Town may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of the Town by giving at least thirty (30) days advance written notice of termination to Contractor, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. Town shall compensate Contractor in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by Town's Director. Contractor shall not, however, be entitled to lost or anticipated profits should Town choose to exercise its option to terminate.

10. NOTICES

Any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing, including email, or by mail. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other party. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for Town, to:

Wes Pierson
City Manager
5300 Beltline Road
Dallas, Texas 75354
(972) 450-7000

Brenda N. McDonald
City Attorney
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75254
(972) 668-6400

If intended for Contractor, to:
Ricoh USA, Inc.

Attn: Managing Director/Vice President

With a copy to:
Ricoh USA, Inc.
300 Eagleview Blvd.
Exton, PA 19341
Attn: Legal Department

11. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Contractor agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance.

12. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

13. RIGHT OF REVIEW AND AUDIT

Town may review any and all of the Services performed by Contractor under this Contract. Town is granted the right to audit, at Town's election, all of Contractor's records and billings relating to the performance of this Contract as may be reasonably necessary for Town to confirm its payment obligations under this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

14. CONFIDENTIALITY AND DATA OWNERSHIP

A. Contractor understands and agrees that in the performance of work or Services under this Contract, or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the Town, and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to or use by an unauthorized third party will be damaging or illegal. Contractor agrees that all information disclosed by the Town to Contractor which is in written form and which is marked confidential shall be held in confidence and used only in performance of services under this Contract, except where the law or a court order requires otherwise. Contractor shall exercise the same standard of care to protect such information as is used to protect his own proprietary data.

B. The Town understands and agrees that in the performance of work or Services under this Contract, or in contemplation thereof, the Town may have access to private or confidential information which may be owned or controlled by Contractor, and that such information may contain proprietary details, disclosures, or sensitive information whose disclosure to or use by an unauthorized third party will be damaging or illegal. The Town agrees that all information disclosed by Contractor to the Town that is in written form and which is marked confidential shall be held in confidence and used only in performance of Services under this Contract, except where the law or a court order requires otherwise. The Town shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

C. All data produced or collected pursuant to this Contract whether originated by the Town or by the Contractor, shall remain the property of the Town upon completion of this Contract. This does not include data produced or collected by Contractor prior to the effective date of this Contract or data produced or collected by Contractor which is not related to this Contract.

17. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

19. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

20. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

21. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

22. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

23. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous

and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

24. SOVEREIGN IMMUNITY

The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Contract.

25. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Contractor's execution of this Contract shall serve as verification that Ricoh U.S.A. Inc. does not presently boycott Israel and will not boycott Israel during the term of this Contract.

26. MISCELLANEOUS DRAFTING PROVISIONS

Miscellaneous Drafting Provisions. This Contract shall be deemed drafted equally by all parties hereto. The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Contract are for the convenience of the parties and are not intended to be used in construing this document.

EXECUTED this the ____ day of _____, 2020.

TOWN:

Town of Addison, Texas

BY _____

Wesley Pierson, City Manager

CONTRACTOR:

Ricoh USA, Inc.

BY  _____

Karl Lamb, Managing Director/Vice President

EXHIBIT A

DIR Contract No. DIR-CPO-4435

Vendor Contract No. _____

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Ricoh USA, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Ricoh USA, Inc. (hereinafter "Vendor"), with its principal place of business at 300 Eagleview Blvd., Exton, PA 19341.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement; Appendix F, Maintenance and Sale Agreement; Appendix G, Service Agreement; Appendix H, Service Level Agreement; Appendix I, Statement of Work; Appendix J, Statement of Work Conversion Services, Appendix K, Equipment Schedule to Master Lease Agreement; Appendix L, Equipment Schedule to Master Operating Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix F, Maintenance and Sale Agreement; Appendix G, Service Agreement; Appendix H, Service Level Agreement; Appendix I, Statement of Work; Appendix J, Statement of Work Conversion Services, Appendix K, Equipment Schedule to Master Lease Agreement; Appendix L, Equipment Schedule to Master Operating Lease Agreement; Exhibit 1,

Vendor Contract No. _____

Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Appendix G, then Appendix H, then Appendix I, then Appendix J, then Appendix K, then Appendix L, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix D or Appendix E, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix F, then Appendix G, then Appendix H, then Appendix I, then Appendix J, then Appendix K, then Appendix L, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Related Services; Document Imaging Services/Solutions; Enterprise Content Management Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

Vendor Contract No. _____

5. **DIR Administrative Fee**

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000.00 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. **Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Bill Finke
Ricoh USA, Inc.
300 Eagleview Blvd.
Exton, PA 19341
Phone: (505) 681-1728
Facsimile: (505) 345 - 6939
Email: bill.finke@ricoh-usa.com

7. **Software License, Service and Leasing Agreements**

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

Vendor Contract No. _____

B. Service Agreements

Services provided under this Contract shall be in accordance with the Service Agreements as set forth in Appendix F, Maintenance Service Agreement, Appendix G, Service Agreement, Appendix H, Service Level Agreement of this Contract. No changes to the Service Agreements' terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Statement of Work

Services provided under this Contract shall be based on a Statement of Work (SOW) as set forth in Appendix I and/or J of this Contract. Customers may negotiate the terms and conditions of a SOW to suit their business needs, so long as the negotiated terms and conditions do not diminish the terms and conditions of the Contract.

D. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix D and the Equipment Schedule to Master Operating Lease Agreement in Appendix L of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

E. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix E and the Equipment Schedule to Master Lease Agreement in Appendix K of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

F. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

DIR Contract No. DIR-CPO-4435

Vendor Contract No. _____

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

- A. **Appendix A, Section 5, Intellectual Property Matters** is hereby deleted and replaced in its entirety as follows:

This Contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this Contract. If DIR and Vendor decide to authorize customized software or hardware products; then the intellectual property language will be negotiated and applied.

DIR Contract No. DIR-CPO-4435

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Ricoh USA, Inc.

Authorized By: Signature on File

Name: Steve Bissey

Title: Director, State & Local Government

Date: 9/24/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 9/25/2019

Office of General Counsel: Signature on File, 9/24/2019

Department of Information Resources

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(DIR rev 03/2018)

EXHIBIT B

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The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

B. **Compliance Check** – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract

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management staff or their designees.

- C. **Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
- D. **CPA** – refers to the Texas Comptroller of Public Accounts.
- E. **Day** - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- F. **Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
- G. **Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- H. **State** – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

- 1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.
- 2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
- 3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

C. Invalid Term or Condition

- 1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.
- 2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other

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parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1) "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations,

manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon

creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stand to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and

prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all

necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfller information: Order Fulfller name, Order Fulfller business address, Order Fulfller CPA Identification Number, Order Fulfller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfller participation or request that Vendor name additional Order Fulfllers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfllers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfllers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfllers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfllers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfller List

Vendor may add or delete Order Fulfllers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfllers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfller information listed in Section 7.B.1.a above.

3) Order Fulfller Pricing to Customer

Order Fulfller pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall

only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

- a) the products and services awarded;
- b) description of product and service awarded
- c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;
- d) discount percentage (%) off MSRP or List Price;
- e) designated Order Fulfillers;
- f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;
- g) instructions for obtaining quotes and placing Purchase Orders;
- h) warranty policies;
- i) return policies;
- j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- k) a link to the DIR "Cooperative Contracts" webpage; and
- l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Vendor and Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

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I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for

the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prop/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.

Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C,D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute

resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Vendor and Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days

written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) **Accurate and Timely Submission of Reports**

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Vendor's Contract..

C. **Records and Audit**

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books,

documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or

performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) INFRINGEMENTS

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
- (ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;
- (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to

- receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;
 - (vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
 - (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
 - (ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;
 - (x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
 - (xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;
 - (xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
 - (xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
 - (xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
 - (xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;
 - (xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and
 - (xvii) represent and warrant that the Customer's payment and their receipt of

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appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and

- (xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and
- (xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of

its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

- 1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- 2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

- 1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.
- 2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured; and
- d) Waiver of Subrogation

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND \$1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation; and
- b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

09/29/2017

Page 24 of 28

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas

Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

12. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

13. Captions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

EXHIBIT C



Quote Document for
TOWN OF ADDISON TX
Date: February 06, 2020

<u>Quantity</u>	<u>Item Description</u>	<u>Ext Selling Price</u>
14	RICOH IMC4500 CONFIGURABLE PTO MODEL RICOH IMC4500 BRANDING SET BRIDGE UNIT BU3090 LCIT PB3290 FINISHER SR3260 PUNCH UNIT PU3080 NA ESP XG-PCS-15D	\$80,540.18
14	TS NETWORK & SCAN - SEG BC4	\$3,500.00
1	MPC4503 - E175M310533	\$0.00
1	MPC4503 - E175M310525	\$0.00
1	MP5054SP - G185R120770	\$0.00
1	MPC4503 - E174M510534	\$0.00
1	MPC4503 - E175M161564	\$0.00
1	MPC4503 - E174MC11160	\$0.00
1	MPC4503 - E174MC11273	\$0.00
1	MPC4504 - G716M710434	\$0.00
1	MPC4503 - E174MC60124	\$0.00
1	MPC4503 - E175M310534	\$0.00
1	MPC4503 - E175M310529	\$0.00
1	MPC4503 - E175M310502	\$0.00
1	MPC4503 - E175M310209	\$0.00
1	MPC5000 - V1305701320	\$0.00
Sub Total:		\$84,040.18

Technology Service

60 Month Service Term

<u>Quantity</u>	<u>Description</u>	<u>Ext Rate</u>
14	RICOH IMC4500 CONFIGURABLE PTO MODEL	\$0.00
<i>Includes</i>	0 B&W copies per Quarter per unit overages at \$0.0070 per page 0 color copies per Quarter per unit overages at \$ 0.0425 per page GOLD - includes Parts, Labor, Toner and Staples, excludes Paper	Per Quarter
STATE OF TEXAS STATE CONTRACT DIR-CPO-4435		

Reservation of Rights—This quote is based upon the information provided by you, and the assumptions made by us in preparing the information contained herein. While care has been taken to ensure the accuracy of this quote, we make no representations or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions. We recognize your right to negotiate and approve the terms of any resulting contract and we reserve the same right. We also acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. THIS QUOTE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT, NOR SHOULD IT BE CONSTRUED AS, AN OFFER TO SELL/LEASE THE GOODS OR SERVICES LISTED HEREIN.

Rev. 04/13	Quote Number 26859520	Expires on April 20, 2020
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EXHIBIT D

RICOH USA, INC.

APPENDIX C - PRICING INDEX (Amendment 1)

DIR-CPO-4435

Monochrome, B&W MFD				
Volume Band M1	1 - 30 Pages Per Minute (PPM)			
Volume Band M2	31 - 49 Pages Per Minute (PPM)			
Volume Band M3	50 - 68 Pages Per Minute (PPM)			
Volume Band M4	69 - 89 Pages Per Minute (PPM)			
Volume Band M5	90 + Pages Per Minute (PPM)			
Color and B&W MFD				
Volume Band C1	1 - 30 Pages Per Minute (PPM)			
Volume Band C2	31 - 50 Pages Per Minute (PPM)			
Volume Band C3	51 + Pages Per Minute (PPM)			

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES				
CATEGORY	SUBCATEGORY	BRAND/MODEL	DIR CUSTOMER DISCOUNTS OFF MSRP	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M1	MP 3055SP	67%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M1	MP 2555SP AD (ARDF)	67%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M1	MP 255ASAP (SPDF)	67%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M1	MP 3055SP AD (ARDF)	67%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M1	MP 305ASAP (SPDF)	67%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M2	IM 350F	68%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M2	IM 430F	68%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M2	MP 3555SP AD (ARDF)	68%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M2	MP 355ASAP (SPDF)	68%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M2	MP 4055SP	68%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M3	MP 5055SP	69%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M3	MP 6055SP	69%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M3	MP 603SP	69%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M4	MP 7503SP	70%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M5	MP 9025SP	74%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M5 - PRODUCTION B/W	Pro 8300s	69%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M5 - PRODUCTION B/W	Pro 8310s	69%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M5 - PRODUCTION B/W	Pro 8320s	69%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M5 - PRODUCTION B/W	Pro 8310	69%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M5 - PRODUCTION B/W	Pro 8320	69%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M5 - PRODUCTION B/W	Pro 8310M	69%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band M5 - PRODUCTION B/W	Pro 8320M	69%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C1	IM C2000	67%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C1	IM C2500	67%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C1	IM C3000	67%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C2	MP C307	67%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C2	RICOH IM C300F		67%
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C2	RICOH IM C400F		67%
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C2	RICOH IM C400SRF		67%

Page 1

<table><tr><th colspan="2">Monochrome, B&W MFD</th></tr><tr><td>Volume Band M1</td><td>1 - 30 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band M2</td><td>31 - 49 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band M3</td><td>50 - 68 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band M4</td><td>69 - 89 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band M5</td><td>90 + Pages Per Minute (PPM)</td></tr><tr><th colspan="2">Color and B&W MFD</th></tr><tr><td>Volume Band C1</td><td>1 - 30 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band C2</td><td>31 - 50 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band C3</td><td>51 + Pages Per Minute (PPM)</td></tr></table>					Monochrome, B&W MFD		Volume Band M1	1 - 30 Pages Per Minute (PPM)	Volume Band M2	31 - 49 Pages Per Minute (PPM)	Volume Band M3	50 - 68 Pages Per Minute (PPM)	Volume Band M4	69 - 89 Pages Per Minute (PPM)	Volume Band M5	90 + Pages Per Minute (PPM)	Color and B&W MFD		Volume Band C1	1 - 30 Pages Per Minute (PPM)	Volume Band C2	31 - 50 Pages Per Minute (PPM)	Volume Band C3	51 + Pages Per Minute (PPM)
Monochrome, B&W MFD																								
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Volume Band C2	31 - 50 Pages Per Minute (PPM)																							
Volume Band C3	51 + Pages Per Minute (PPM)																							
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C2	MP C501SP	67%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C2	IM C3500	67%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C2	IM C4500	67%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3	IM C6000	73%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3	MP C6503	73%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3	MP C8003	73%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C5200i	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C5210i	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C5300i	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C5310i	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C7200SL	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C7200S	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C7210S	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C7200E	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C7210X	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C7210SX	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C5200 Entrance unit	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	Volume Band C3 - PRODUCTION COLOR	Pro C5210 Entrance unit	60%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD. PRINTER (1-30 ppm)	SP C262SFHw	30%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD. PRINTER (1-30 ppm)	M C250FWB	30%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD. PRINTER (1-30 ppm)	M C250FW	30%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD. PRINTER (1-30 ppm)	SP C360SFHw	30%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD. PRINTER (1-30 ppm)	P C301W	30%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD. PRINTER (1-30 ppm)	SP C3520N	30%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD. PRINTER (1-30 ppm)	SP C360DNw	30%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 2 (31-49PPM)	SP 3710SF	30%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 2 (31-49PPM)	IM 430Fb	30%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 2 (31-49PPM)	SP 3710DN	30%																					
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 2 (31-49PPM)	P 501	30%																					

Monochrome, B&W MFD				
Volume Band M1	1 - 30 Pages Per Minute (PPM)			
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Volume Band M4	69 - 89 Pages Per Minute (PPM)			
Volume Band M5	90 + Pages Per Minute (PPM)			
Color and B&W MFD				
Volume Band C1	1 - 30 Pages Per Minute (PPM)			
Volume Band C2	31 - 50 Pages Per Minute (PPM)			
Volume Band C3	51 + Pages Per Minute (PPM)			
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 2 (31-49PPM)	P 502	30%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 2 (31-49PPM)	SP 6430DN	30%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 2 (31-49PPM)	P C600	30%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 2 (31-49PPM)	SP C840DN	30%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 2 (31-49PPM)	P 5017L	30%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 2 (31-49PPM)	Clarity MP1d HealthCare (MP C3087L)	30%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 2 (31-49PPM)	MP C401	30%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 3 (50-68PPM)	IM 550F	38%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 3 (50-68PPM)	IM 600SR	38%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 3 (50-68PPM)	P 800	38%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 3 (50-68PPM)	P 801	38%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 3 (50-68PPM)	SP 8400DN	38%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	PRINTER - VOLUME BAND 3 (50-68PPM)	SP C842DN	38%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD, RICOH WIDE FORMAT	MP W7100	30%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD, RICOH WIDE FORMAT	MP W8140	30%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD, RICOH WIDE FORMAT	MP CW22015P	30%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD, RICOH WIDE FORMAT (PRO MODELS)	RICOH Pro i5150	3%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD, RICOH WIDE FORMAT (PRO MODELS)	PRO7721D	3%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD, RICOH WIDE FORMAT (PRO MODELS)	PRO T771D, GANTRY	3%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD, WIDE FORMAT (OTHER), i.e., EPSON SURECOLOR, iFX, MANTANA, ETC.		3%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD, DUPLICATORS	DD 3334	33%	
Managed Print Services and Network Devices, Non-Network Devices and Related Services	NON-MFD, SCANNERS	KODAK ALARIS / FUJITSU / OTHER	3%	

Monochrome, B&W MFD				
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Color and B&W MFD				
Volume Band C1		1 - 30 Pages Per Minute (PPM)		
Volume Band C2		31 - 50 Pages Per Minute (PPM)		
Volume Band C3		51 + Pages Per Minute (PPM)		
ACCESSORIES : MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES				
CATEGORY	SUBCATEGORY	BRAND/MODEL	DIR CUSTOMER DISCOUNT% OFF MSRP	
ACCESSORIES	ACCESSORY - RICOH PRODUCTS	RICOH/SAVIN/LANIER	50.00%	
ACCESSORIES	ACCESSORY - OTHER NON-DEM	RICOH/SAVIN/LANIER	15.00%	
ACCESSORIES	ACCESSORY - THIRD PARTY-OTHER	RICOH/SAVIN/LANIER	5.00%	
LEASE : MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES				
CATEGORY	SUBCATEGORY	BRAND/MODEL	DIR CUSTOMER DISCOUNT% OFF MSRP	
RICOH provides multi-year leases starting at 24 months up to 60 month commitments. All proposed products and services can be acquired under lease upon request.	LEASING	RICOH/SAVIN/LANIER	Please refer to Ricoh's Price Schedule for lease pricing options	

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Monochrome, B&W MFD				
Volume Band M1	1 - 30 Pages Per Minute (PPM)			
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Volume Band M5	90 + Pages Per Minute (PPM)			
Color and B&W MFD				
Volume Band C1	1 - 30 Pages Per Minute (PPM)			
Volume Band C2	31 - 50 Pages Per Minute (PPM)			
Volume Band C3	51 + Pages Per Minute (PPM)			
RELATED SERVICES	VOLUME BAND M5 - PRODUCTION B/W	Pro B510M		\$0.0098
RELATED SERVICES	VOLUME BAND M5 - PRODUCTION B/W	Pro B520M		\$0.0098
RELATED SERVICES	PLINTER - VOLUME BAND 2 (31-49PPM)	SP 3732N		\$0.0246
RELATED SERVICES	PLINTER - VOLUME BAND 2 (31-49PPM)	P 951		\$0.0139
RELATED SERVICES	PLINTER - VOLUME BAND 2 (31-49PPM)	P 952		\$0.0082
RELATED SERVICES	PLINTER - VOLUME BAND 2 (31-49PPM)	SP 6432N		\$0.0207
RELATED SERVICES	PLINTER - VOLUME BAND 3	SP 6402N		\$0.0087
RELATED SERVICES	PLINTER - VOLUME BAND 1 (1-30PPM)	P C301W		\$0.0312
RELATED SERVICES	PLINTER - VOLUME BAND 1 (1-30PPM)	SP C332N		\$0.0170
RELATED SERVICES	PLINTER - VOLUME BAND 1 (1-30PPM)	SP C362N		\$0.0318
RELATED SERVICES	PLINTER - VOLUME BAND 2 (31-49PPM)	P C600		\$0.0113
RELATED SERVICES	PLINTER - VOLUME BAND 2 (31-49PPM)	SP C3602N		\$0.0138
RELATED SERVICES	PLINTER - VOLUME BAND 3 (50-68PPM)	M 5001		\$0.0081
RELATED SERVICES	PLINTER - VOLUME BAND 3 (50-68PPM)	P 809		\$0.0058
RELATED SERVICES	PLINTER - VOLUME BAND 3 (50-68PPM)	IM 6000E		\$0.0076
RELATED SERVICES	PLINTER - VOLUME BAND 3 (50-68PPM)	SP C362N		\$0.0108
RELATED SERVICES	PLINTER - VOLUME BAND 3 (50-68PPM)	MP W3100		\$0.0198
RELATED SERVICES	WD3 FORMAT - ICCM	MP W3140		\$0.0276
RELATED SERVICES	WD3 FORMAT - ICCM	MP W3140		\$0.0118
RELATED SERVICES	WD3 FORMAT - ICCM (PRO MODEL)	RICOH Pro L350	893.75/monthly; supplies sold separately	\$0.0601
RELATED SERVICES	WD3 FORMAT - ICCM (PRO MODEL)	RICOH Pro T3250	1263.05/monthly; supplies sold separately	
RELATED SERVICES	WD3 FORMAT - ICCM (PRO MODEL)	PRO T210	1447.33/monthly; supplies sold separately	
RELATED SERVICES	WD3 FORMAT - ICCM (PRO MODEL)	PRO T210_GANTRY	1447.33/monthly; supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	EP 190 24" 3M FLATBED EC	792.46/monthly; supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	EPSON Surecolor T3270 Single Roll 24"	supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	EPSON Surecolor T 5270 dual roll 36"	supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	EPSON Surecolor T 5270 single roll 36"	supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	EPSON Surecolor T 7270 dual roll 44"	supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	EPSON Surecolor T 7270 single roll 44"	supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	SureColor 7500 Commercial Edition	supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	SureColor P 7000 Commercial Edition Printer	supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	SureColor P3000 Commercial Edition Printer	supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	JTX200-2513 inkjet Printer	supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	JTX200-2111 inkjet Printer	supplies sold separately	
RELATED SERVICES	DUP. CATOR	D3 3514	\$0.0014	
RELATED SERVICES	DUP. CATOR	D3 5450	\$0.0026	
RELATED SERVICES	WD3 FORMAT - OTHER	Xante En-Press Printer 110V (no feeder compatibility)	183.33/monthly; supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	In-Press Printer 220V (no feeder compatibility)	183.33/monthly; supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	Xante En-Press Printer 110V for Enterprise Feeder	183.33/monthly; supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	In-Press Printer 220V for Enterprise Feeder	183.33/monthly; supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	Xante En-Press 110V w/ Enterprise Feeder, Stand, Conveyor	216.66/monthly; supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	In-Press 220V w/ Enterprise Feeder, Stand, Conveyor (complete production system)	216.66/monthly; supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	Xante En-Press Printer 110V w/ SL Feeder	216.66/monthly; supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	In-Press Printer 220V w/ SL Feeder (production system)	216.66/monthly; supplies sold separately	
RELATED SERVICES	PLINTER - VOLUME BAND 2 (31-49PPM)	P 501 TL	\$0.0158	
RELATED SERVICES	PLINTER - VOLUME BAND 2 (31-49PPM)	Chimey MP-S HighSpeed (IM 450x91L)	\$0.0132	
RELATED SERVICES	PLINTER - VOLUME BAND 2 (31-49PPM)	MP C601	\$0.0123	\$0.0880
RELATED SERVICES	PLINTER - VOLUME BAND 2 (31-49PPM)	MP C401SR	\$0.0123	\$0.0880
RELATED SERVICES	WD3 FORMAT - OTHER	ANA11 16 3000 Printer	2499.86/Monthly - supplies sold separately	
RELATED SERVICES	WD3 FORMAT - OTHER	ANA11T 16 6000 Printer	2499.86/Monthly - supplies sold separately	
RELATED SERVICES	SUPPLIES	NOTE: DIR contract requires supplies to be included in the monthly maintenance plan or cost per-copy charge. If units are not covered by maintenance, customers will have to purchase supplies separately. Customer can call vendor and request a quote including discount. Refer to the list of supplies schedule included in the Ricoh workbook (price schedule). Supplies are discounted 20% off SRP.	20.00%	

Monochrome, B&W MFD				
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Volume Band M5	90 + Pages Per Minute (PPM)			
Color and B&W MFD				
Volume Band C1	1 - 30 Pages Per Minute (PPM)			
Volume Band C2	31 - 50 Pages Per Minute (PPM)			
Volume Band C3	51 + Pages Per Minute (PPM)			
MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES MISCELLANEOUS / OTHER				
CATEGORY	SUBCATEGORY	BRAND	DIR CUSTOMER DISCOUNT% OFF M/SRP	
MISCELLANEOUS / OTHER	On-Site Labor	On-Site Services Specialist, M/S * **	15.00%	Service Delivery
MISCELLANEOUS / OTHER	On-Site Labor	Sr On-Site Services Specialist, M/S * **	15.00%	Service Delivery
MISCELLANEOUS / OTHER	On-Site Labor	Print Support Specialist, * **	15.00%	Service Delivery
MISCELLANEOUS / OTHER	On-Site Labor	Print Support Specialist, * **, **	15.00%	Service Delivery
MISCELLANEOUS / OTHER	On-Site Labor	Printer Help Desk Analyst, * **	15.00%	Help Desk
MISCELLANEOUS / OTHER	On-Site Labor	Service Delivery Specialist, * **, **	15.00%	Optimization
MISCELLANEOUS / OTHER	On-Site Labor	Printer Help Desk Manager, * **, **	15.00%	Help Desk
MISCELLANEOUS / OTHER	On-Site Labor	Service Delivery Manager, * **, **	15.00%	Optimization
MISCELLANEOUS / OTHER	On-Site Labor	Application Specialist, M/S * **, **	15.00%	
MISCELLANEOUS / OTHER	On-Site Labor	Remote Application Specialist, M/S * **, **	15.00%	
MISCELLANEOUS / OTHER	On-Site Labor	Remote Sr Application Specialist, M/S * **, **	15.00%	
MISCELLANEOUS / OTHER	On-Site Labor	IT/IS * **, **	15.00%	Per Asset
MISCELLANEOUS / OTHER	On-Site Labor	IT/AC / M/A Tagging * **, **	15.00%	Per Asset
* Labor pricing in this section is valid for the first year of the contract and is subject to revision of M/SRP on annual basis.				
** Nighttime year contracts are subject to annual escalations not to exceed current contract prices.				
MISCELLANEOUS / OTHER	RELOCATION	UP TO 20 PPM	15.00%	
		RELOCATION FOR UNITS 20-50 PPM	15.00%	
		RELOCATION FOR UNITS 50-80 PPM	15.00%	
		RELOCATION FOR UNITS 80+	15.00%	
		ADDED FEE FOR RELOCATIONS (50+ MILES) / LAB FEE ABOVE * PER MILE FEE (\$0.25/PER MILE)	15.00%	
STANDARD - TS HD Service - Data Erase and HD Surrender	HARD DRIVE SURRENDER	STANDARD	5%	
HD Secure Install		HD SECURE	5%	

Monochrome, B&W MFD				
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Volume Band C1	1 - 30 Pages Per Minute (PPM)			
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Volume Band C3	51 + Pages Per Minute (PPM)			
ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES				
CATEGORY	SUBCATEGORY	BRAND	DIR CUSTOMER DISCOUNT OFF MSRP	
ENTERPRISE CONTENT MANAGEMENT PRODUCTS	ECM - SOFTWARE/SOLUTION	RICOH Content Manager (RCM) is a convenient cloud hosted, subscription based Document Management application that provides a secure storage destination for documents uploaded directly from the PC as well as files scanned by Ricoh MFPs as well as a wide range of advanced scanning applications. RCM provides advanced index searching, document retention policy capability and audit trail reporting to handle content used by teams, departments and or specific enterprise functions. RCM is priced monthly and can also provide multi-year pricing starting at 24 months up to 60 month commitments. Basic, Business, Premium and Enterprise base packages offers a base bundled offering on which additional blocks of users or storage bundles can be added to at anytime. Enterprise content management options can be acquired under lease upon request.	15.00%	
ENTERPRISE CONTENT MANAGEMENT PRODUCTS	ECM - MAINTENANCE/SUPPORT		5.00%	
ENTERPRISE CONTENT MANAGEMENT PRODUCTS	INSTALL		1.00%	

<table><tr><th colspan="2">Monochrome, B&W MFD</th></tr><tr><td>Volume Band M1</td><td>1 - 30 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band M2</td><td>31 - 49 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band M3</td><td>50 - 68 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band M4</td><td>69 - 89 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band M5</td><td>90 + Pages Per Minute (PPM)</td></tr><tr><th colspan="2">Color and B&W MFD</th></tr><tr><td>Volume Band C1</td><td>1 - 30 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band C2</td><td>31 - 50 Pages Per Minute (PPM)</td></tr><tr><td>Volume Band C3</td><td>51 + Pages Per Minute (PPM)</td></tr></table>					Monochrome, B&W MFD		Volume Band M1	1 - 30 Pages Per Minute (PPM)	Volume Band M2	31 - 49 Pages Per Minute (PPM)	Volume Band M3	50 - 68 Pages Per Minute (PPM)	Volume Band M4	69 - 89 Pages Per Minute (PPM)	Volume Band M5	90 + Pages Per Minute (PPM)	Color and B&W MFD		Volume Band C1	1 - 30 Pages Per Minute (PPM)	Volume Band C2	31 - 50 Pages Per Minute (PPM)	Volume Band C3	51 + Pages Per Minute (PPM)
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DOCUMENT IMAGING SERVICES																								
CATEGORY	SUBCATEGORY	BRAND	DIR CUSTOMER DISCOUNT% OFF MSRP																					
DOCUMENT IMAGING PRODUCTS	Imaging Services/Solution, Per Image/DOCUMENT/hour SERVICES	Imaging Services/Solution, Per Image/DOCUMENT/hour	20.00%																					
Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price																								
CATEGORY	SUBCATEGORY	BRAND	DIR CUSTOMER DISCOUNT% OFF MSRP																					
MANAGED PRINT SERVICES	Special projects TBD (if not met of discount)		2.00%																					

EXHIBIT E

APPENDIX F TO DIR-CPO-4435 Maintenance and Sale Agreement

CUSTOMER INFORMATION			
Legal Name			
Bill To Address			
City	State	Zip Code	

DIR Contract No. DIR-CPO-4435 and this Maintenance & Sale Agreement (the "Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh" and/or "Vendor") agrees to sell the specific equipment and/or hardware ("Products") identified on an Order (defined below) entered into hereunder and/or provide maintenance services for the specific items of equipment identified on an Order ("Services") entered into hereunder to Customer (defined above) from time to time. Either party may terminate the arrangement contemplated by this Agreement at any time upon prior written notice to the other in accordance to Appendix A, Section 11.B of DIR Contract No. DIR-CPO-4435. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order Form (each an "Order") placed and accepted prior to such termination.

The following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing DIR-CPO-4435 and this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such order and must include the words, "DIR Contract No. DIR-CPO-4435". Ricoh will not be responsible to provide Services for equipment, for terms or locations not identified on the Order accepted by Ricoh.

(b) As part of its Services, Ricoh will repair or replace in accordance with the terms and conditions of DIR Contract No. DIR-CPO-4435, this Agreement, and the manufacturer's specifications, any part of the serviced equipment that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) service calls or work which Customer requests to be performed outside of regular Ricoh business hours (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh holidays; (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (v) consumable supplies such as paper, clear toner and white toner, unless expressly provided for in the Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the serviced equipment from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of equipment; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any equipment, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services and Customer to be charged in accordance to Appendix C, Pricing Index of DIR Contract No. DIR-CPO-4435; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid in accordance to Appendix C, Pricing Index of DIR Contract No. DIR-CPO-4435. Notwithstanding the foregoing in clause (x), initial equipment installation and/or final disposition de-installation of the equipment and transportation each way is included at no cost to Customer. Damage to serviced equipment or parts arising from causes beyond the control of Ricoh are not covered by this Agreement or any Order. Additionally, service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Service Charges.

2. **Service Calls.** Service calls will be made during normal business hours at the installation address shown on the applicable Order exclusive of State of Texas published holidays listed on the Texas Comptroller of Public Accounts website at: http://www.window.state.tx.us/taxinfo/state_holidays.html. Travel is not an allowable charge under this Contract and labor-time for the service calls after normal hours, on weekends and on holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged in accordance to Appendix C, Pricing Index of DIR Contract No. DIR-CPO-4435. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of DIR Contract No. DIR-CPO-4435 and this Agreement.

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3. **Reserved.**

4. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. Notwithstanding the foregoing, pricing shall be in accordance with Appendix C of DIR Contract No. DIR-CPO-4435. Termination shall be in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-CPO-4435.

5. **Service Charges.** (a) Service charges ("Service Charges"), will be set forth in accordance with Appendix C of DIR Contract No. DIR-CPO-4435. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge its customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may result in Service Charges; (ii) the transfer of the serviced equipment from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the applicable Order; and (iii) the Toner Inclusive Program is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. As per Section 151.309, Texas Tax Code, Government Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

(b) Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Pricing shall be in accordance with Appendix C of DIR Contract No. DIR-CPO-4435.

6. **Use of Recommended Supplies; Meter Readings.** (a) If the Customer uses other than manufacturer-recommended paper, and if such paper is defective or not acceptable for use on the serviced equipment or causes abnormally frequent service calls or service problems that are unrepaired and continuing, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order, in accordance with Appendix A, Section 11, and/or Appendix C Pricing Index to DIR Contract No. DIR-CPO-4435, with respect to such items of serviced equipment. If so terminated, Customer will be offered service on a time and materials basis in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-CPO-4435. Supplies, including toner, staples, developer and fuser oil are included in the cost of images listed in Appendix C, Pricing Index of DIR Contract No. DIR-CPO-4435.

(b) If Ricoh determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by Ricoh, Customer and Ricoh will assess the equipment to determine if the device needs to be upgraded to a model that will accommodate the Customer's actual usage. Supplies are included in this Contract at no cost. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that Ricoh may place automatic meter reading units on imaging devices, embedded or otherwise, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis, service calls and toner alerts. Ricoh agrees that such units will be used by Ricoh solely for such limited purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes only. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services and if after repeated billing cycles of estimations, a meter reading is still not provided to Ricoh, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate in accordance with Appendix C of DIR Contract No. DIR-CPO-4435.

7. **Basic Connectivity Services.** If any software, system support or related connectivity services are specifically set forth on an Order and accepted by Ricoh, Ricoh shall provide any such services at the Customer location set forth in the Services Order, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. Customer acknowledges that Ricoh's performance of any such services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity services are specifically identified in the Order as part of the services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

8. **Customer Obligations.** Customer agrees to provide a proper place for the use of the serviced equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the serviced equipment hereunder within a reasonable distance of the serviced equipment. Customer agrees to provide "360 degree" service access to the serviced equipment. Customer will provide a key operator for the serviced equipment and will make operators available for instruction in use and care of the serviced equipment. Customer agrees that any equipment not serviced by Ricoh which utilizes identical supplies to the serviced equipment must be covered under a separate inclusive non-Ricoh service program. If Customer is authorized by law to perform background checks on

Ricoh personnel performing Services under this Agreement, then it shall provide Ricoh with advance written notice of any such requirement before the commencement of work under this Agreement.

9. **Early Termination.** Termination shall be in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-CPO-4435.

10. **Insurance.** Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this Agreement. If Customer is a governmental entity, Ricoh agrees that Customer may self-insure to fulfill this requirement. Ricoh will maintain insurance coverage in accordance with Appendix A, Section 10.N of DIR Contract No. DIR-CPO-4435. Upon request, each party agrees to deliver the other evidence of such insurance coverage.

The following terms shall apply to all Product sale transactions:

11. **Order, Delivery and Acceptance.** In order to purchase Products from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "**Order**"). Each Order must identify the Products, the Product delivery location and the applicable Product charges for such order. Ricoh will not be obligated to sell or deliver Products for which such information is not provided in an Order accepted by Ricoh. Unless otherwise agreed upon by both parties in writing, delivery of Products to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer, shall constitute delivery to Customer. All handling, transportation and installation will be provided to Customer at no charge. Customer agrees to confirm delivery of all Products covered by this Agreement when the same is delivered by signing a delivery acknowledgement. Customer will have five (5) business days to provide Acceptance Certification. Orders shall not be cancelable by the Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments and if necessary and in accordance with Customer's budgetary guidelines.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Merchandise returned without written authorization may not be accepted at the receiving dock and is the sole responsibility of Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to Ricoh within five (5) business days after receipt of Products.

The following terms shall apply to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. EXCEPT AS EXPRESSLY SET FORTH IN DIR CONTRACT NO. DIR-CPO-4435, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. LIMITATION OF LIABILITY SHALL BE IN ACCORDANCE WITH APPENDIX A, SECTION 10.K OF DIR CONTRACT NO. DIR-CPO-4435. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the Software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and

acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses.

14. **Payment; Risk of Loss; Taxes.** Payment shall be in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-CPO-4435. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Agreement shall be the prompt and proper re-performance of such services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by Ricoh at Customer location or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer. As per Section 151.309, Texas Tax Code, Government Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(j) and (j).


15. **Assignment; Force Majeure.** Assignment shall be in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-CPO-4435. Force Majeure shall be in accordance with Appendix A, Section 11.C of DIR Contract No. DIR-CPO-4435.

16. **Governing Law; Entire Agreement.** DIR Contract No. DIR-CPO-4435, this Agreement and any Order shall be governed by the laws of the State of Texas. Venue shall be in the State Courts of Travis County, Texas. Nothing herein shall be construed to waive the State's sovereign immunity. This Agreement and DIR Contract No. DIR-CPO-4435 constitutes the entire agreement between the parties and may not be amended except in writing signed by an officer or authorized representative of Ricoh and DIR. All Orders shall be governed by the terms and conditions of this Agreement and DIR Contract No. DIR-CPO-4435, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. In the event of conflict between this Agreement and DIR Contract No. DIR-CPO-4435, the DIR Contract shall prevail. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of DIR Contract No. DIR-CPO-4435 and this Agreement are held to be invalid or unenforceable, neither shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement and any Orders may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement shall be in accordance to Appendix A, Section 12 of DIR Contract No. DIR-CPO-4435.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: 
Name: Karl Lamb
Title: Vice President/Managing Director
Date: 5/6/2020

End of Appendix F

EXHIBIT F

INSURANCE REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance (including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<i>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</i> Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Personal Injury d) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<i>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</i> Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<i>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION.</i> Insurance company must be A-:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by fax at: **972-450-7074** or emailed to: aturner@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or fifteen (15) days notice for failure to pay premium.
3. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
4. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

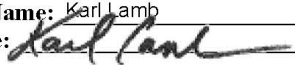
All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

You are stating that you do have the required insurance and if performing work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days of engagement and annually thereafter

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if approved to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____
Company: Ricoh USA, Inc. _____
Printed Name: Karl Lamb _____
Signature:  **Date:** 5/6/2020 _____