

University of California (UC)

Contract # 2021002788 *for*

Print Goods and Services

with

Ricoh USA, Inc.

Effective: January 26, 2021

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

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



UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2021002788

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

Ricoh USA, Inc.

1. Statement of Work

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

2. Term of Agreement/Termination

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

3. Purchase Order; Advance Payments

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

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

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

All invoices must clearly indicate the following information:

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