

MASTER AGREEMENT AMENDMENT

Amendment # 3	Master Agreement # 140602	Amendment CMS # 178457
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Ricoh USA, Inc.** (hereinafter called “Contractor”), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A. The Parties entered into a Master Agreement effective August 7, 2019, that authorized Participating States to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number 140602.
- B. The Contract was extended for an additional term beginning on January 1, 2022 and ending on December 31, 2022, via the issuance of Amendment #1, CMS #170830, which was executed on August 10, 2021.
- C. The Master Agreement was amended on April 11, 2022, via Amendment #2, CMS #175073, in order to modify language in Section 3.1.3 of the Contract.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on January 1, 2023, and ending on July 31, 2024.

7. START DATE

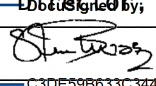
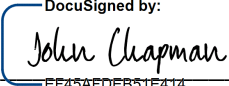
This Amendment shall take effect on January 1, 2023.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

SIGNATURE PAGE FOLLOWS

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

<p>CONTRACTOR Ricoh USA, Inc.</p> <p>Steve Bissey</p> <p>By: _____ Title: _____ Director of Procurement, State & Local Gov't</p> <p> C3DE59B633C3446... Signature</p> <p>Date: 8/23/2022</p>	<p>STATE OF COLORADO Jared S. Polis, Governor</p> <p>Department of Personnel and Administration Tony Gherardini, Executive Director</p> <p>DocuSigned by:  EF45AFDEB51E414... By: John Chapman, State Purchasing Manager</p> <p>Date: 8/23/2022</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

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By: _____ **Date:** 8/24/2022

MASTER AGREEMENT AMENDMENT

Amendment # 2	Master Agreement # 140602	Amendment CMS # 175073
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Ricoh USA, Inc.** (hereinafter called “Contractor”), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A.** The Parties entered into a Master Agreement effective August 7, 2019, that authorized Participating States and Entities to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number 140602.
- B.** The Contract was extended for an additional term beginning on January 1, 2022 and ending on December 31, 2022, via the issuance of Amendment #1, CMS #170830, which was executed on August 10, 2021.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

- A. Section 3.1.3** of the Master Agreement shall be modified as follows:
 - “a) All requested price increases must include documentation from the Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State’s sole discretion to determine if the requested increase has a direct correlation to the Goods and Services being offered under Contract.”
 - “b) Reserved.”
- B. Section 3.1.7** of the Master Agreement shall be modified as follows:
 - “Product updates are required by the 6th of the month and shall go into effect upon approval by the Lead State.”
- C. Section 3.1.10** of the Master Agreement shall be modified as follows:
 - “Price Lists received after the 6th of the month may not be approved for up to thirty (30) days following submission. In addition, errors in the Contractor’s Price Lists may delay the approval process further.”
- D. Section 3.6.3**, Revising Pricing and Products, shall be struck in its entirety and replaced with “Reserved.”
- E. Section 4.4.3(b)(i)**, End-User Training shall be modified as follows:
 - “1) Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor’s sole

discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

"2) Purchasing Entity may also request an initial, one-hour training session for technical support, which shall include network connectivity and print driver installation. Contractor shall provide this initial training free of charge, via a delivery method mutually agreed upon by Contractor and Purchasing Entity."

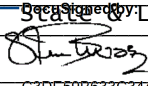
7. START DATE

This Amendment shall take effect on the Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

<p align="center">CONTRACTOR Ricoh USA, Inc.</p> <p>By: <u>Steve Bissey</u> Title: <u>Director, State & Local Gov't</u>  C3DE59B633C3446... Signature Date: <u>4/11/2022</u></p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director</p> <p>By: <u>John Chapman</u> EF45AFDEB51E414... Signature Date: <u>4/11/2022</u></p>
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CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Rachael Kamlet
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Date: 4/11/2022

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 140602	Amendment CMS # 170830
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1. PARTIES

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3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **August 7, 2019**, that authorized Participating States to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number **140602**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

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This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

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Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on January 1, 2022, and ending on December 31, 2022.

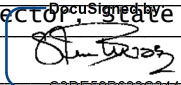
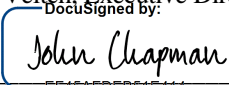
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Robert Jaros, CPA, MBA, JD

By:  **Date:** 8/10/2021

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STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: [Signature] DocuSigned by: [Signature]
AE2B5FC1373241D... Date: 8/10/2021

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Master Agreement #: **140602**
Contractor: **RICOH USA, INC.**
Participating Entity: **STATE OF IDAHO**
Participating Addendum Number: **PADD20210711**

The following products and services are included in this contract portfolio:

- Group A – A3 MFD's (Convenience Copiers)
- Group B - A4 MFD's (Production Copiers)
- Supplies for equipment leased or purchased under this Participating Addendum (PADD)
- Software for use solely on equipment leased or purchased under this PADD
- Accessories for Discontinued Base Units

Permitted Leasing options include thirty-six (36), forty-eight (48), sixty (60), or seventy-two (72) month leases for Fair Market Value (FMV) or Straight Lease only. Purchases are permitted under this PADD; remanufactured products are also available.

Master Agreement Terms and Conditions:

1. Scope: This PADD covers the lease and purchase equipment within the Groups listed above (including related maintenance, supplies or software) under the solicitation for *Copiers and Managed Print Services* led by the State of Colorado for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Term: This PADD will be effective on the date of last signature, below, and continue through **December 31, 2021**, unless extended, renewed or terminated earlier. **Note**: The State of Idaho Copier Lease Agreement and each Placement Form (or order) issued prior to the termination of this PADD shall survive the termination of this PADD; and the provisions of this PADD (including all incorporated documents) will continue to be in full force and effect with regard to any leases issued against this PADD prior to its termination.
3. Volume Placement: For purposes of this PADD, a volume placement consists of more than (1) machine in one (1) order. The Ordering Entity and the Contractor may negotiate an additional discount for volume placement when placing an Order for machines for purchase, or lease, at one time. Nothing in this PADD prohibits Ordering Entities and Contractor from negotiating additional discounts, based on other factors.
4. Leases: Equipment leases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

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To initiate a lease under this PADD, Ordering Entities coordinate with Contractor's authorized resellers to complete a Placement Form (**Exhibit B – Sample Placement Form**). It is the expectation that the Contractor or Dealer shall fill out the Placement Form with the required information for the Ordering Entity and the Ordering Entity shall only have to sign and authorize the Placement Form.

A signed Placement Form binds the Contractor and Ordering Entity under this PADD.

Lease Term: Terms for each lease shall begin on the date of physical placement of equipment on Ordering Entity's premises. The initial lease term shall be from the date of placement for twelve, (12), eighteen (18), twenty-four (24), thirty-six (36), forty-eight (48), sixty (60), or seventy-two (72) months thereafter.

5. Purchased Equipment: Equipment purchases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

To initiate a purchase under this PADD, Ordering Entities coordinate with Contractor's authorized resellers to complete a Placement Form (**Exhibit B – Sample Placement Form**). A signed Placement Form is the only authorized document to bind the Contractor and Ordering Entity under this PADD.

Taxes: Ordering Entities are public agencies and exempt from the payment of sales or property tax. Any taxes associated with the sale of Products under this Contract are tax exempt. An ST-101 will be provided to Contractor upon request by the Ordering Entity.

6. Purchases with Maintenance Agreement: Ordering Entities purchasing equipment, refurbished or new, under this PADD, have the option to enter into a Service Agreement with The Contractor for various terms. For all Maintenance Agreements placed under this PADD, a Placement Form must be filled out detailing the Terms for each piece of Equipment. Maintenance Agreements shall incorporate installation and full connectivity as well as toner and products, if applicable.
7. Primary Contacts: The primary contact individuals for this PADD are as follows (or their named successors):

Contractor

Name:	Bill Finke
Address:	6209 La Joya PI NW, Albuquerque, NM, 87120
Telephone:	505-681-1728
Email:	Bill.finke@ricoh-usa.com



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Participating Entity

Name:	Arianne Quignon, Purchasing Officer
Address:	304 N 8 th Street, Room 403, Boise, ID 83702
Telephone:	208-332-1604
Fax:	208-327-7320
Email:	Arianne.quignon@adm.idaho.gov

8. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below:

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

- 8.1 Participation: Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. **This Participating Addendum is for use by agencies as defined in State Procurement Act 67-9203 (3), is restricted to agencies that have previously standardized on Ricoh as their primary provider and is in the best interest of the State. All other public agencies outside of the definition, can use this participating addendum if in their best interest.** Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Any agency that uses this Participating Addendum represents that it has the authority to do so pursuant to this provision.
- 8.2 Lease Agreement: Equipment leases are subject to the Terms and Conditions of the State of Idaho Master Copier Equipment Lease Agreement, attached as **Exhibit A**.
- 8.3 Assignment: In accordance with Idaho Code 67-9230(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.
- 8.4 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice will result in the Master Agreement amendment

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automatically being incorporated in this PADD.

- 8.5 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to force the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- 8.6 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/vendor_forms.html. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Timeline (Fiscal Year Quarters):

Fee and Report Due:

1 st Quarter	July 1 - Sept 30	October 31 st
2 nd Quarter	Oct 1 - Dec 31	January 31 st
3 rd Quarter	Jan 1 - Mar 31	April 30 th
4 th Quarter	Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov. Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075**.

9. Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Lease Agreement **Exhibit A**, unless otherwise agreed to. To initiate a lease, Ordering Entity may issue

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a Purchase Order ("PO") and reference the type of lease (FMV or Straight Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties in addition to the mandatory Placement Form. PO's are not required.

10. End of Term Notification: Contractor must notify a Ordering Entity, in writing, of their End of Term options at least ninety (90) calendar days prior to the end of any Initial Lease. Such notification may include, but not be limited to, the following:
- i. Any acquisition or return options, based on the type of lease agreement;
 - ii. Any renewal options, if applicable; and/or
 - iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Ordering Entity desires to exercise a purchase, renewal, or return of the Equipment, it will give Contractor at least thirty (30) calendar days written notice prior to the expiration of the lease or maintenance agreement term. Notwithstanding anything to the contrary, if Ordering Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or maintenance agreement shall be automatically switch to a month-to month agreement for as long as both parties agree to continue, up to twenty-four (24) months.

11. Resellers: All contractors and resellers authorized in the State of Idaho, as shown on the state of Idaho's website, are approved to accept orders and provide sales, service support, and with Ricoh's approval invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
12. Orders: Any order placed by an Ordering Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
- All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #140602 & State Contract #PADD20210711" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.
13. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor

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to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) business day period shall be deemed as Acceptance by the Ordering Entity.

Contractor must provide timely billing and the Ordering Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Ordering Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Ordering Entity will not be considered inaccurate.

The Ordering Entity will provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

14. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:
- i) Interactive White boards;
 - ii) Computers, monitors, or other related items;
 - iii) Fax machines;
 - iv) Overhead Projectors; and
 - v) Cameras.

NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Ordering Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

15. Showroom Equipment: Upon request by a Ordering Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase or lease, providing the following conditions are met:
- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);



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- b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Ordering Entity and the Contractor must indicate on the Order that the Device is a showroom model.
16. Software: Ordering Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Ordering Entities shall have the option to finance software subscriptions by utilizing Contractor lease rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or Ordering entity.
17. Maintenance Service Level Agreements: Ordering Entities are subject to the Contractor's "Maintenance Service Level Agreement" provided in Master Agreement **Attachment A**.

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Led by the State of Colorado

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

Participating Entity: State of Idaho, Division of Purchasing	Contractor: Ricoh USA, Inc.
Signature: 	Signature: 
Name: Arianne Quignon	Name: Steven Bissey
Title: Purchasing Officer	Title: Director, State & Local Government
Date: 2/5/2021	Date: 2/04/21

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.