

**MULTI-FUNCTION DEVICES AND RELATED  
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

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Master Agreement #: **187846**

Contractor: **RICOH USA, INC.**

Participating Addendum #: **MA24205**

Participating Entity: **STATE OF IOWA**

**The following Products and Services are included in this contract portfolio:**

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

**Master Agreement Terms and Conditions**

**1. Scope**

This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the Participating State [*or State Entity*] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. The Contract, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. Issues of interpretation and eligibility for participation are solely within the authority of the State of Iowa - Chief Procurement Officer.

**2. Participation**

This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of [*IOWA*]. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.



**MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable system standards and seek approval from the State of Iowa - Office of the Chief Information Officer when required as directed by Iowa Administrative Code before purchasing from this contract.)

**3. Order of Precedence**

1. The State of Iowa Participating Addendum (“PA”);
2. The Lead Agency’s Master Agreement (includes negotiated Terms & Conditions);
3. An Order issued against the Master Agreement;
4. The Lead Agency’s Solicitation including all Addendums; and
5. Contractor’s written response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor’s terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor’s response to the Solicitation, or terms listed or referenced on the Contractor’s website, in the Contractor’s quotation/sales order or in similar documents subsequently provided by the Contractor’s. The solicitation language prevails unless a mutually agreed exception has been negotiated.

**4. Term**

This Participating Addendum shall become effective as of August 1, 2024 and shall terminate, renew, and extend upon termination, renewal, or extension of the Master Agreement, as amended unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

**5. Primary Contacts**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name:	Travis Massman
Address:	
Telephone:	573-353-2559
Email:	travis.massman@ricoh-usa.com



**MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

**Participating Entity**

Name:	Julie Janssen
Address:	DAS Central Procurement, 1305 E Walnut Street, Des Moines, Iowa 50319
Telephone:	515-240-2698
Email:	Julie.Janssen@iowa.gov

**6. 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.

**A. Terms**

The Agency is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

**B. Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Participating Addendum shall not restrict the State of Iowa, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organization and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.

**C. Compliance with the Law; Nondiscrimination in Employment**

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing under this Participating Addendum, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State of Iowa a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Participating Addendum. In the event the Contractor

**MULTI-FUNCTION DEVICES AND RELATED  
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

---

contracts with third parties for the performance of any of the Contractor obligations under this Participating Addendum, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section. Notwithstanding anything in this Participating Addendum to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Participating Addendum and the State of Iowa may cancel, terminate, or suspend, in whole or in part, this Participating Addendum. The State of Iowa may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

**D. Lease and Rental Agreements**

**Lease and Rental Terms:** Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement and Ricoh USA, Inc.'s Attachment 1 - 4 Supplemental Documents, unless otherwise agreed to by a Participating State or Entity. To initiate a lease or rental, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease or rental (FMV Lease, Straight Lease, Capital Lease, or Cancellable Rental) on the PO or may simply sign other transactional documents deemed acceptable to the parties, providing Contractor does not provide the Purchasing Entity with any documents (besides EULA's) that have not been approved by the Lead State.

**Assignment:** Contractor may assign, solely for financing purposes, upon written notification to the State of Iowa, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Agreement #187846 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Iowa.

All lease and rental programs must remain with the Contractor, Authorized Dealers, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

**End of Term Notification:** Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

1. Any acquisition or return options, based on the type of lease or rental agreement;
2. Any renewal options, if applicable; and/or
3. Hard drive removal and surrender cost, if applicable.

**End of Term Options:** If a Purchasing Entity desires to exercise a purchase, renewal, or

**MULTI-FUNCTION DEVICES AND RELATED  
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

---

return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing 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 Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged. If Purchasing Entity fails to make Equipment available for removal after thirty (30) calendar days or the Equipment is not otherwise returned in thirty (30) calendar days, then Contractor or Authorized Dealer may bill the Purchasing Entity, at the total monthly payment amount for such Equipment, for each month that the Equipment remains at Purchasing Entity's location.

**E. Authorized Dealers**

All Contractors and resellers authorized in the State of *[Iowa]*, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's subcontractor, dealer and reseller participation will be in accordance with the terms and conditions set forth in the Master Agreement.

**F. Orders**

Any order placed by a Purchasing Entity for a Product and/or Service available from this Participating Addendum shall be deemed to be a sale under the Master Agreement which is not a lease or rental shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement. There must be no minimum order quantities or total order amount required from the ordering entity by the Contractor.

Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by the Contractor and the Participating Entity. To the extent the Purchasing Entity and the Contractor agree on additional terms, the terms will be documented on the Purchasing Entity Order and signed by both parties.

All purchase orders issued by the purchasing entities with the jurisdiction of this participating addendum should contain the following (1) "PO subject to NASPO ValuePoint Contract #187846 & State Contract #24205" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

**G. Product Installation & Invoicing**

Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

**MULTI-FUNCTION DEVICES AND RELATED  
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

---

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

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

The Purchasing Entity shall 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.

**H. 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, and may be purchased as a stand-alone option. 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 or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

**I. Showroom Equipment**

Upon request by a Purchasing Entity, showroom equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:

- 1. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
- 2. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and
- 3. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

**J. Software**

To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software." The software included in the Participating

**MULTI-FUNCTION DEVICES AND RELATED  
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

---

Addendum shall not be utilized as a standalone imaging solution but as a means to enhance the capabilities of the devices. Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental 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, unless otherwise stated in a Participating Addendum or an Order. In addition, any language in 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 purchasing entity.

**K. Maintenance Service Level Agreements**

Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement Attachment 6 – Ricoh Master Maintenance and Sale Agreement, or as otherwise negotiated by the Participating State or Entity.

**L. Managed Print Services ("MPS") Level Agreement**

Purchasing Entities are subject to the Contractor's "Sample MPS Statement of Work" provided in Master Agreement **Exhibit E**, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

**M. Service Level Agreements**

Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" providing in the Participating Addendum Attachment 7 – Ricoh Enterprise Services Master Agreement.

**N. Invoicing**

For the duration of the contract, all product pricing on invoices submitted to the State of Iowa and political subdivisions shall:

- Not fall short of the discounts quoted on the Pricing List.
- Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Agency has ordered expedited shipment. For expedited shipment, the Agency would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.
- Be verifiable against the manufacturer's then-current retail price list.

**O. Pricing**



**MULTI-FUNCTION DEVICES AND RELATED  
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

---

The Contractor's stated prices on the NASPO ValuePoint Contractor website shall be discounted using the discounts and price lists approved and agreed to by the NASPO ValuePoint Master Price Agreement. Minimum discounts listed in the price list must be held firm for the duration of the Contracts term. The participating State of Iowa will be giving the immediate benefit of any nationwide published commercial price list decrease. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a higher discount than the approved minimum discount.

**P. Payment Terms**

Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

**Q. Administrative Fee**

Without affecting the approved Goods or Service prices or discounts specified in the Contract, the State of Iowa shall receive **one percent (1.00%)** administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by the Contractor directly to the State of Iowa, made payable to the Iowa Department of Administrative Services.

**Send to:**

State of Iowa – DAS/Central Services Enterprise  
Attention: DAS – Finance  
1305 East Walnut Street, 3<sup>rd</sup> Floor  
Des Moines, IA 50319

**R. Quarterly Reports**

This contract permits other State Agencies and political subdivisions to purchase from the Contract. The Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all State agencies and political subdivisions making purchases from this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor shall submit quarterly reports via email to the State of Iowa Contract Manager.

Reporting Schedule – based on calendar year

Quarter 1 (Jan 1 – Mar 31) Due Apr 30

Quarter 2 (Apr 1 – Jun 30) Due July 31

Quarter 3 (July 1 – Sept 30) Due Oct 31

Quarter 4 (Oct 1 – Dec 31) Due Jan 31





**MULTI-FUNCTION DEVICES AND RELATED  
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

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:	Contractor:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	<a href="mailto:jatkinson@naspovaluepoint.org">jatkinson@naspovaluepoint.org</a>

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