NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")

Multi-Function Devices and Related Software, Services and Cloud Solutions
Administered by the State of Colorado ("Lead State")

NASPO ValuePoint

MASTER AGREEMENT NO. 187846

Ricoh USA, Inc. ("Contractor")

And

The State of Louisiana ("Participating State")
Participating State Contract Number: 4400030371

The following products or services are included under this Participating Addendum and State Contract Number 4400030371:

1. **Primary Products and Services:**

- Group A (A3 MFD – OEM Only)
- Group B (A4 MFD - OEM and Non-OEM)
- Group C (Production Equipment - OEM and Non-OEM)
- Group D (Single-function Printers - OEM and Non-OEM)
- Group E (Large/Wide Format Equipment - OEM and Non-OEM)
- Group F (Scanners - OEM and Non-OEM)
- Group G (Software - OEM and Non-OEM)
- Group H (Supplies (Consumable) – OEM and Non-OEM)
- Maintenance Agreements

Products may be purchased or rented.

2. **Ancillary Products and Services:**

- Subgroup G1 – Software Related Services
- Subgroup C1 – Standalone Production Devices (cutters, sorters, binders – OEM and Non-OEM)
- Subgroup C2 – Industrial Print Equipment (OEM and Non-OEM)
- Subgroup D1 – Specialty Printers (3D, receipt, barcode label, card, cable - OEM and Non-OEM)

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400030371:

- Managed Print Services (MPS)
- Professional Services, as defined in La. R.S. 39:1556 (42)
- Consulting Services, as defined in La. R.S. 39:1556 (10)
- Lease Agreements
- Alternative Financing Methods
- Trade In's
- Refurbished or Remanufactured Devices

1. Scope

This Participating Addendum covers the NASPO ValuePoint Master Agreement for Multi-Function Devices and Related Software, Services and Cloud Solutions contracts led by the State of Colorado along with a multi-state sourcing team for use by all State Agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by State Agencies, Political Subdivisions and other entities (including cooperatives) authorized by the State of Louisiana's statutes to use state contracts are subject to the prior approval of the State of Louisiana's Chief Procurement Officer. Issues of interpretation and eligibility for participation in the State's program are solely within the authority of the State Chief Procurement Officer.

3. Term

The term of this Participating Addendum and State Contract Number 4400030371 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through July 31, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400030371 may be extended in accordance with the terms and conditions of the Master Agreement.

4. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400030371 are non-exclusive and shall not in any way preclude State Agencies or Political Subdivisions of the State of Louisiana from entering into similar agreements, contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

5. Modifications and/or Additions to the Master Agreement

A. Administrative Fees:

The Contractor shall pay a **1%** administrative fee to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of State Contract Number 4400030371. The calculation of the administrative fees includes any entity receiving contract pricing resulting from the awarded contracts. The administrative fees shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales to entities located in the State of Louisiana through State Contract Number 4400030371. Initiation and submission of the administrative fees to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees are not submitted in a timely manner, OSP shall have the right to terminate this Participating Addendum and State Contract Number 4400030371.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

Quarter	Payment Period	Payment Due Date
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

NOTE: THE CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 440030371 ON THE REMITTANCE. WHEN SUBMITTING ONE REMITTANCE FOR MORE THAN ONE CONTRACT, THE CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

B. Contract Usage Reports:

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for State Contract Number 4400030371 in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate this Participating Addendum and State Contract Number 4400030371.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms: https://www.doa.la.gov/doa/osp/vendor-resources/.

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400030371.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP. Schedule for submittal of usage reports:

Quarter	Reporting Period	Due Date
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

C. Modifications:

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

D. Amendments:

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

E. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400030371 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

F. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State of Louisiana; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

Termination for Cause:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds:
The continuation of this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371; this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

G. **Default of Contractor:**
Failure to provide goods and/or services within the time frame(s) specified and according to the other terms and conditions specified in this Participating Addendum and State Contract Number 4400030371 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371. Where the State has determined the Contractor to be in default the State reserves the right to purchase any or all products or services covered by this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

H. **Governing Law:**
This Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

I. **Taxes:**
Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

J. **Electronic Vendor Payment Solutions:**
The State desires to make payments electronically. The methods of payment may be via the State's LaCarte card (procurement card) or EFT payments sent directly from the State's bank directly to the payee's bank. See **Attachment A - Electronic Vendor Payment Solutions** of this Participating Addendum for additional information regarding

electronic payment methods.

K. Late Payments:
Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

L. Public Information:
For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

M. Contract Controversies:
Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

N. Code of Ethics:
The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371.

O. Right to Audit:
The State of Louisiana Legislative Auditor, Federal Auditors and Internal Auditors of the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 for a period of five years from the date of final payment made under this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours for this purpose.

P. Record Retention:
The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 for a period of at least five years after final payment.

Q. Contractors Cooperation/Close-Out:
The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371 is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

R. Contractor's Certification of No Federal Suspension or Debarment:

By signing this Participating Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Participating Addendum and State Contract Number 4400030371 and debarment from future contracts.

S. Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

T. Prohibition of Discriminatory Boycotts of Israel:

In accordance with La. R.S. 39:1602.1, for any contract with a value of $100,000 or more and for any Contractor with five or more employees, the Contractor, or Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State of Louisiana reserves the right to terminate this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371.

U. CyberSecurity Training:

a) In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor must use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

b) For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT

systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

V. Security:

The Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at: https://www.doa.la.gov/doa/ots/about-us/infosec/, and externally for material and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for reporting to the State any known breach of security, Data Breach or Security Event impacting the product and/or services provided to the State as defined in the OTS information Security Policy, no later than 48 hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov .

W. Insurance Requirements:

The Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with the Master Agreement. The Certificate of Insurance shall list the State of Louisiana as an additional insured and certificate holder. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400030371, or any order issued pursuant to State Contract Number 4400030371. Failure to comply shall be grounds for termination of this Participating Addendum, State Contract Number 4400030371 or any order issued pursuant to State Contract Number 4400030371.

6. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400030371 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400030371.

7. Primary Contacts

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

Contractor

Name	Roger Hosler
Address	300 Eagleview Blvd Exton PA 19341
Telephone	561 598 9365
Fax	
E-mail	Roger.Hosler@Ricoh-USA.Com

Participating State

Name	Felicia Sonnier
Title	Deputy Director
Address	Office of State Procurement 1201 North 3rd Street, Claiborne Building – Suite 2-160 Baton Rouge, LA 70802
Telephone	225-342-8029
Fax	225-342-9756
E-mail	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

8. Signature Authority

Evidence of signature authority to contract with the State of Louisiana must be provided. One of the following must apply to the Contractor:

a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**

b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**

c) The Contractor has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**

d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

9. Authorized Distributors

All authorized distributors and/or resellers authorized in the State of Louisiana, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's authorized distributor and/or reseller participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

In order to be added to State Contract Number 4400030371 as an Authorized Distributor and/or reseller, the distributor and/or reseller must meet the following requirements:

a) Be approved and added to the Contractor's Approved Distributor Listing;
b) Be enrolled in the State of Louisiana LaGov Vendor System;
c) Be registered and in good standing with the Louisiana Secretary of State's office;
d) Have no suspensions or debarments listed on the General Services Administration's website (https://www.sam.gov)

10. Orders

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum and/or State Contract Number 4400030371 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.

11. Entire Agreement

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and supersedes all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating State: State of Louisiana	Contractor: Ricoh USA, Inc.
Signature: for Tara M. Sonnier, Deputy Director	Signature: Rod Denzer Digitally signed by Rod Denzer Date: 2024.08.21 08:24:18 -05'00'
Name: Tom Ketterer	Name: Rod Denzer
Title: Director of State Procurement	Title: Vice President - Mid Market
Date: 9/6/2024	Date: 8/21/24

ATTACHMENT A – Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and the Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of $5,000 and under, and where feasible, over $5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from State Agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all Statewide and Agency Term Contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at: DOA-OSRAP-EFT@la.gov

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

Please check which option you will accept or indicate if you are already enrolled.

Payment Type	Will Accept	Already Enrolled
LaCarte		
EFT	X	

Rod Denzer
Printed Name of Individual Authorized

Rod Denzer Digitally signed by Rod Denzer Date: 2024.08.21 08:23:50 -05'00'
Authorized Signature for payment type chosen

8/21/24
Date

Rod Denzer 214-690-3390
Email address and phone number of authorized individual