

NASPO ValuePoint
AMENDMENT #1
PARTICIPATING ADDENDUM



**NASPO VALUEPOINT COPIERS &
MANAGED PRINT SERVICES**
Led by the State of Colorado

Master Agreement #: **140602** (*hereinafter "Master Agreement"*)

Contractor: **Ricoh USA, Inc.** (*hereinafter "Contractor"*)

Participating State: **STATE OF HAWAII** (*hereinafter "Participating State"*)

State of Hawaii, State Procurement Office (SPO) Price List Contract No. 20-07.

This Amendment #1 will amend the Attorney General's General Condition AG-008 to the Participating Addendum with the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number 140602 with Ricoh USA, Inc.

A. The Attorney General's General Condition AG-008 103D are amended as follows:

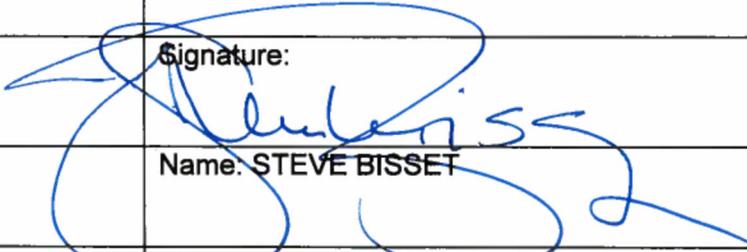
- i) Page 4 of 16 - Section 12. Suspension of Contract and Page 6 of 16 - Section 14 Termination for Convenience shall apply and are subject to Early Termination Charges as indicated on page 40 of 90 of the Master Agreement.
- ii) Page 5 of 16; Section 13 Termination for Default
 - a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in thirty (30) ~~ten (10)~~ days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

Participating State: STATE OF HAWAII	Contractor: RICOH USA, INC.
Signature: 	Signature: 
Name: SARAH ALLEN	Name: STEVE BISSET
Title: Administrator, SPO	Title: Director, State & Local Government
Date: May 13, 2020	Date: 5/7/20

APPROVED AS TO FORM:

Stella Kam

Deputy Attorney General

NASPO ValuePoint
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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Nikki Pollack
Telephone:	303-866-5671
Email:	nikki.pollack@state.co.us

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

PARTICIPATING ADDENDUM

(hereinafter "Addendum")

For

NASPO VALUEPOINT COPIERS AND MANAGED PRINT SERVICES

MASTER AGREEMENT NO. 140602

(hereinafter "Master Agreement")

Between

Ricoh USA, Inc.

(hereinafter "Contractor")

and

State of Hawaii

(hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contract No. 20-07

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number 140602 with Ricoh USA, Inc.

1. Scope:

This addendum covers NASPO ValuePoint Copiers and Managed Print Services lead by the State of Colorado for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. Participation:

All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. Order of Precedence:

- A. A Participating Entity's Participating Addendum;
- B. NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- C. An Order issued against the Master Agreement;
- D. The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
- E. The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- F. The Contractor's Supplemental Documents, including all Attachments.

4. Term of the Master Agreement:

- a) Initial Term: The Parties' respective performances under the Master Agreement commenced on the effective date of the Participating Addendum, and shall terminate on December 31, 2021, unless terminated sooner, as specified in Section 6.10, Defaults and Remedies, of the Master Agreement.
- b) Extension: The Master Agreement may be extended beyond the original contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, via written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

5. Changes:

A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 6 (or as amended) in accordance with the following schedule (or as requested):

	Date Range	Due no later than
Fiscal Year, Quarter 1	July 1 – September 30	October 31
Fiscal Year, Quarter 2	October 1 – December 31	January 31
Fiscal Year, Quarter 3	January 1 – March 31	April 30
Fiscal Year, Quarter 4	April 1 – June 30	July 31

Emailed to: State Procurement Office
 Email Address: matthew.m.chow@hawaii.gov
 Subject: PL 20-07 – Sales Report for Ricoh USA Inc

The State reserves the right to audit the summary sales report for accuracy.

Failure of the Contractor to submit the summary sales reports as required may result in the termination of the contract.

The report shall identify each transaction and include the following information:

Department/Agency Name	Unit of Measure
Date of Purchase	Item No. Part Number (if applicable)
Product/Service Description	MSRP List Price
Quantity	NASPO ValuePoint Contract Price
Number of Service Calls placed	Response Time per device
EPEAT certification level of each device	Acquisition Method

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.

- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

Contractor(s) shall forward original invoice(s), directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
 - 1. Chapter 237, General Excise Tax Law;
 - 2. Chapter 383, Hawaii Employment Security Law;
 - 3. Chapter 386, Workers' Compensation;
 - 4. Chapter 392, Temporary Disability Insurance;
 - 5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service

(IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

I. Insurance

The following language shall be added to Pg 49 of 90 of the Master Agreement, 6.1 Insurance:

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The State of Hawaii shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.

It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

J. Product Offerings

The Contractor is authorized to provide Products as detailed in Section, 4.3 Product Offerings of the Master Agreement.

K. Service Offerings

The Contractor is authorized to provide Products as detailed in Section, 4.4 Service Offerings of the Master Agreement.

L. Purchase, Lease and Rental Programs

The Contractor is authorized to provide acquisition methods as listed in Section 4.5 of the Master Agreement.

M. Security Requirements:

- Per Section 4.6.2, Sensitive Information, of the Master Agreement, the State of Hawaii defines "sensitive information" means information that an agency would not be required to publicly disclose under chapter 92F, HRS.
- Per Section 4.6.5, Hard Drive Removal and Surrender, of the Master Agreement, the State of Hawaii purchasing entities shall determine which hard drive disposal options they will require.
- Security shall meet or exceed the Information Privacy & Security (IPSC) for Multi-Function Copier/Printer Procurement Guidelines. IPSC Website: <http://ipsc.hawaii.gov/guidelines-best-practices/>

N. Shipping and Delivery Requirements

The Contractor shall provide Shipping and Delivery as detailed in Section, 4.8 Shipping and Delivery of the Master Agreement.

O. Inspection and Acceptance: Per Section 4.10.3 of the Master Agreement, confirmation of Product Acceptance occurs upon signature of Delivery and Acceptance (D&A) Certificate.

P. Warranty Requirements

The Contractor must adhere to the warranty requirements as outlined in Section 4.11. No changes to the terms and conditions of the Master Agreement are required.

Q. Invoice

Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. For manage print services that include remote device monitoring, Contractor shall generate accurate meter reads. If manual meter reads are required from the Purchasing Entity, the Contractor shall inform the Purchasing Entity by email or fax of any required actions. Contractor shall give Purchasing Entity at least (5) business days prior notice.

6. Lease Agreements:

Leasing is authorized by this Addendum.

7. Primary Contact:

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

Participating State	
Name:	Matthew Chow
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 96813
Telephone:	(808) 586-0577
Fax:	(808) 586-0570
E-Mail:	matthew.m.chow@hawaii.gov

Contractor	
Name:	Todd Marron
Address:	Ricoh USA, Inc PO Box 4670 Bend, OR 97707
Telephone:	(541) 508-7233
Fax:	
E-Mail:	todd.marron@ricoh-usa.com

8. Authorized Dealers:

Authorized Dealers are allowed under this Addendum.

The State Procurement Office may limit the number of Dealers used, and/or request that the Contractor approve additional Dealers. The Contractor Dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master price Agreement.

9. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. 20-07 and the NASPO ValuePoint Master Agreement Number 140602.

- Purchase Orders and Payments shall be made to Ricoh USA, Inc. or authorized dealers if any.

10. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities.

Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

11. Entire Contract:

This Addendum, the State of Hawaii's Attorney General's General Conditions, and Master Agreement, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

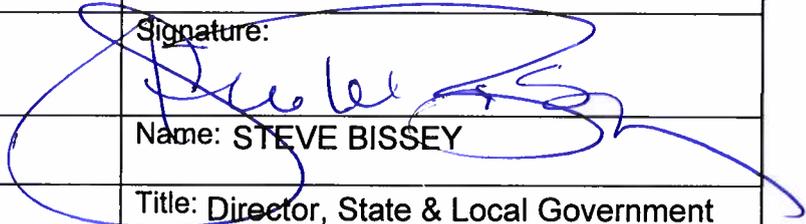
Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the State of Hawaii's Attorney General's General Conditions, and Master Agreement that are included in any purchase order or another document shall be void. The terms and conditions of this Addendum, the State of Hawaii's Attorney General's General Conditions, and Master Agreement, shall govern in the case of any such inconsistent, contrary, or additional terms.

a. The Attorney General's General Conditions AG-008 103D are amended as follows:

i. Pg 13 of 16; Section 33 Patented Articles

~~The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.~~

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor: RICOH USA, INC.
Signature: 	Signature: 
Name: SARAH ALLEN	Name: STEVE BISSEY
Title: Administrator, SPO	Title: Director, State & Local Government
Date: 1/22/2020.	Date: 01/07/20

APPROVED AS TO FORM:



Deputy Attorney General