



AGREEMENT COVER PAGE

**PARTICIPATING ADDENDUM NUMBER DTI240059-MULTI_DEVICES
COOPERATIVE CONTRACT NUMBER 187846
BETWEEN
STATE OF DELAWARE**

AND

Ricoh USA, Inc.

Multi-Function Devices, Related Software and Services

**Department Primary Contact: Lacey Hutchison
IT Procurement Officer**

**Service Owner: Chris Carlin
Mainframe Service Manager**

Section: Data Center and Operations

**Firm Primary Contact: Michael Pallotta
Government Contracts Manager**

**Firm Executive Contact: Rob Denzer
Vice President**

PARTICIPATING ADDENDUM NUMBER DTI240059-MULTI_DEVICES
COOPERATIVE CONTRACT NUMBER 187846
for
Multi-Function Devices, Related Software and Services
Between
The State of Delaware
And
Ricoh USA, Inc.

1. SCOPE

- a. This Participating Addendum is made between the State of Delaware, Department of Technology and Information (DTI) and Ricoh USA, Inc. (Vendor), to establish Multi-Function Devices, Related Software and Services. Cloud Services are not included in this Participating Addendum and cannot be procured through this Participating Addendum.
- b. Under Delaware Code, Title 29 §6933 and §6987, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services, or professional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.
- c. The requirements herein are in addition to those in the executed NASPO ValuePoint contract and shall continue through July 31, 2026. This Agreement becomes effective as of August 1, 2024. At the sole discretion of DTI, this Participating Addendum may further be extended to include any extensions as agreed to, by and between NASPO ValuePoint and Ricoh USA, Inc.
- d. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

2. CHANGES

a. Mandatory Insurance Requirements (29 Del. C. § 6929)

Vendor must obtain at its own cost and expense and keep in force and effect during the term of this Participating Addendum, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. Vendor must carry the following coverage depending on the type of service or product being delivered.

- i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- ii. Commercial General Liability including product liability- \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- iii. Automotive Liability Insurance covering all owned or leased vehicles used in the work - \$1,000,000 combined single limit, providing coverage on a primary non-contributory basis with limits of not less than:
- iv. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate

Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Participating Addendum, the Certificate of Insurance, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Technology and Information
Participating Addendum Number: DTI240059-MULTI_DEVICES
801 Silver Lake Blvd
Dover, DE 19904

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Participating Addendum. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Participating Addendum, said additionally procured coverages will be applicable to covered loss or claim.

In no event shall the State of Delaware be named as an additional insured on any policy required under this Participating Addendum.

b. Electronic Catalog

At the discretion of DTI, the Vendor may be required to submit its items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with Master Contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

c. Severability

If any term or provision of this Participating Addendum is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Participating Addendum, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

d. Permits and Licenses

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

e. Patented Devices, Material and Processes

- i. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this Participating Addendum by suitable legal agreement with the patentee or owner and if requested, shall provide representation that they have properly contracted with others.
- ii. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers, or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this Participating Addendum.

f. State Of Delaware Business License

Prior to commence performance under this agreement, the Vendor shall either furnish DTI with proof of State of Delaware Business Licensure or initiate the process of application, where required. An application may be

requested in writing to: Division of Revenue, Carvel State Building, P. O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the State of Delaware's decision to enter into this participating addendum will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

g. Emergency Termination of Participating Addendum

- i. Due to restrictions which may be established by the United States Government on material, or work, this Participating Addendum may be terminated by the cancellation of all or portions of this Participating Addendum.
- ii. In the event the Vendor is unable to obtain the material required to complete the items of work included in this Participating Addendum or related Purchase Order(s) because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or this Participating Addendum and/or related Purchase Order(s) may be terminated.

h. Indemnification

i. General Indemnification

The Vendor will indemnify and otherwise hold harmless the State of Delaware, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Vendor's, its agents, and employees' performance work or services in connection with this Participating Addendum.

ii. Proprietary Rights Indemnification

- A. Vendor shall warrant that all Ricoh-manufactured or owned elements of its solution, including any such equipment, software, documentation, services, and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the Vendor in writing, and Vendor shall defend such claim, suit or action at Vendor's expense, and Vendor shall indemnify the

State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

- B. If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively "Products") is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:
 - 1. Procure the right for the State of Delaware to continue using the Product(s); Replace the product with a non-infringing equivalent that satisfies all the requirements of this Participating Addendum; or
 - 2. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of this Participating Addendum, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

i. Non-Performance

In the event the Vendor does not fulfill its obligations under the terms and conditions of this Participating Addendum, in addition to proceeding with termination of this Participating Addendum, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract price. Any monies charged to the Vendor may be deducted from an open invoice.

j. Required Documentation

i. Reports

- A. In accordance with Executive Order 49, the State of Delaware is committed to supporting its diverse business industry and population. The Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this

Participating Addendum. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment A.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at DTI_vendorservices@delaware.gov or the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September, and December of each calendar year. Contract spend during the covered periods shall result in a report even if this Participating Addendum has expired by the report due date.

Information on the Delaware Division of Small Business can be found in Attachment B of this agreement.

k. Delaware Economic Impact

Vendor shall provide an annual report of the economic impact of their operations in Delaware. This report shall be submitted by February 15th of each calendar year and shall report on the immediately prior one full calendar year of operations.

The following basic information is required under this Participating Addendum:

- i. Number of Delaware Locations
- ii. Number of Delaware Employees
- iii. Annual Taxes, licenses & Fees Paid to Delaware
 - A. This may be payroll, franchise, service taxes, etc.
- iv. Major Delaware Investments/ Partnerships
 - A. Amount paid to Major partners or Suppliers in Delaware
 - B. Highlight of Delaware MWBE, Veteran, Small Business (SBA)

- criteria) and Disabled Veteran partnerships/ supply chain
- C. Rent to Delaware Locations or value of Delaware real property
- D. Utility Expenses paid to Delaware utilities

The report shall be submitted to DTI_vendorservices@delaware.gov.

I. Independent Contractors

The Vendor is an independent contractor, and nothing herein shall be deemed to cause this Participating Addendum to create an agency, partnership, joint venture, or employment relationship between the parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations, or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

m. Temporary Personnel Are Not State Employees Unless and Until They Are Directly Hired

- i. Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act (ACA) to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third-party governmental entity determines that the State of Delaware is a dual employer, or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.
- ii. Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following

the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the Vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

n. Work Performed in a State Building

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

o. Fair Background Check Practices

Pursuant to 29 Del. C. [§ 6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§ 711\(g\)](#) for applicable established provisions.

p. Vendor Background Check Requirements

- i. If Vendor has access to state property or will come in contact with vulnerable populations, including children and youth, they shall complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>
- ii. Individuals that are listed in the registry shall be prevented from direct contact in the service of this Participating Addendum but may provide support or off-site premises service for contract Vendors. Should an individual be identified, and the Vendor believes its employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's

sole discretion.

- iii. By Agency request, the Vendor shall provide a list of all employees serving this Participating Addendum and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of this Participating Addendum. A violation of this condition represents a violation of the terms and conditions of this Participating Addendum, and may subject the Vendor to penalty, including cancellation for cause of this Participating Addendum.
- iv. Individual Purchase Orders may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor shall be responsible for the background check requirements of any authorized Subcontractor providing service to an agency pursuant to this Participating Addendum.

q. Servicing Subcontractors

- i. Vendor may use State-approved Subcontractors or Distributors under this Participating Addendum for sales and service functions as defined herein.
- ii. Vendor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors.
- iii. Vendor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting and administrative requirements.
- iv. For the purposes of this Participating Addendum, Servicing Subcontractors are classified as follows:
 - A. "Authorized Reseller"
 - 1. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services, and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - 2. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Vendor for compliance with quarterly usage reporting and administrative requirements.

3. All purchase documents to Authorized Resellers shall reference this Participating Addendum Number as the Vendor.

B. "Agent"

1. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
 2. Agents are not authorized to accept orders or payments.
- v. Subject to the approval of the State, Servicing Subcontractors may be added or deleted during this Participating Addendum term.
 - vi. Proposed Servicing Subcontractors, as well as the Vendor, must complete the registration process at <http://esupplier.erp.delaware.gov>.
 - vii. State-approved Servicing Subcontractors will be posted on the [State's Contracting website](#).

r. Ordering Procedure

Vendor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the Vendor directly for all required resources. All consumables delivered by the Vendor and received by a state agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax, or computer on-line systems. All Purchase Orders **must** include the State's contract number.

s. Billing

- i. Vendor shall submit monthly invoices to the Department in sufficient detail to support the services provided during the previous month. The billing cycle will begin on the first day of each month and end on the last day of each month. Invoices must be received by the thirtieth day of each month or as otherwise agreed between the parties. The Department agrees to pay those invoices within thirty (30) days of receipt. In the event the Department disputes a portion of an invoice; they agree to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of their position on the disputed portion of the invoice within thirty (30) days of receipt. In the event that payment is not made within thirty

- (30) days of receipt, the State will not be required to pay late fees.
- ii. The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. Per Del. C. [§ 6516 \(d\)\(4\)](#), the Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.
 - iii. Agencies will make every effort to achieve available discount opportunities under this Participating Addendum. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

t. Method of Payment

- i. For each P.O. issued as part of this Participating Addendum, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.
Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.
The State will not be liable for any good or services provided by the vendor prior to the receipt of an approved purchase order.
- ii. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- iii. The agencies or school districts using this Participating Addendum will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under this Participating Addendum. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under this Participating Addendum. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should the Vendor wish to provide a financial incentive to not process payment by P-Card, they are to prepare a proposal to clearly outline any incentives for alternative payment methods the Vendor is willing

to accept.

u. Formal Contract And/or Purchase Order

No employee of the Vendor is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, telephone, fax, or State of Delaware's credit card shall serve as the authorization to proceed with work in accordance with the work specifications and the special instructions, once it is received by the Vendor.

v. Dispute Resolution

- i. At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Participating Addendum promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Participating Addendum. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.
- ii. If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

w. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section v. above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Vendor arising out of, or

relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

x. Termination of Individual Orders or Purchase Orders

As a central contract, this Participating Addendum shall include individual orders from state agencies and other entities authorized by law to procure from this Participating Addendum. The individual orders may be terminated as follows:

i. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

ii. Termination for Convenience

The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

iii. Termination for Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the Purchase Order, in whole or part, the Purchase Order shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is

not a termination for convenience and will not be considered as such.

y. Termination of Participating Addendum

As a central contract, this Participating Addendum may be terminated as follows by DTI.

i. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Participating Addendum, or if the Vendor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the State shall thereupon have the right to terminate this Participating Addendum by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Participating Addendum shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of this Participating Addendum cancellation notice from the State, the Vendor shall have not less than thirty (30) days to provide a written response and may identify a method(s) to resolve the violation(s). The Vendor's response shall not affect or prevent this Participating Addendum cancellation unless the State provides a written acceptance of the Vendor's response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original Participating Addendum cancellation timeline.

ii. Termination for Convenience

The State may terminate this Participating Addendum at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for

any satisfactory work completed on such documents and other materials, and which is usable to the State.

iii. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue this Participating Addendum, in whole or part, this Participating Addendum shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be considered as such.

iv. Termination Upon Insolvency

The State may, at its option and without notice, terminate this Agreement, effective immediately, should Vendor: (1) admit in writing its inability to pay its debts generally as they become due; (2) make a general assignment for the benefit of creditors; (3) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (4) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (5) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (6) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

z. Publication, Reproduction, and Use of Material

No material produced in whole or part under this Participating Addendum shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Participating Addendum; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Participating Addendum. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

aa. Rights and Obligations

The rights and obligations of each party to this Participating Addendum shall not be effective, and no party shall be bound by the term of this Participating

Addendum, unless and until a valid executed purchase order has been approved by the State of Delaware Secretary of Finance, and all reasonable procedures of the State of Delaware Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

bb. Assignment of Antitrust Claims

The Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this Participating Addendum. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

cc. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Participating Addendum to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under this Participating Addendum. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Participating Addendum. The cost of any audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to this Participating Addendum or Purchase Order cost or cost pools indirectly charging costs.

dd. IRS 1075 Publication (If Applicable)

i. Performance

In performance of this Participating Addendum, the Vendor agrees to comply with and assume responsibility for compliance by his or her

employees with the following requirements:

- A. All work will be performed under the supervision of the Vendor or the Vendor's responsible employees.
- B. The Vendor and the Vendor's employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- C. Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Participating Addendum. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Participating Addendum. Inspection by or disclosure to anyone other than an officer or employee of the Vendor is prohibited.
- D. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- E. No work involving returns and return information furnished under this Participating Addendum will be subcontracted without prior written approval of the IRS.
- F. At no time during the term of this Participating Addendum will the Vendor have access to the Department's Personally Identifiable Information (PII).
- G. The Agency will have the right to void this Participating Addendum if the Vendor fails to provide the safeguards described above.
- H. The Vendor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

ii. Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Vendor to inspect facilities and operations performing any work with FTI under this Participating Addendum for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such

inspection, corrective actions may be required in cases where the Vendor is found to be noncompliant with contract safeguards.

ee. Subcontracts

- i. Subcontracting is permitted under this Participating Addendum. However, every subcontractor, authorized representative or reseller shall be identified (Attachment C) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of this Participating Addendum. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.
- ii. The Vendor shall be responsible for compliance by the subcontractor or reseller with all terms, conditions and requirements of the Master Agreement and this Participating Addendum and with all local, State, and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor or reseller. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

ff. Vendor Emergency Response Point of Contact

The Vendor shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the Vendor.

In the event of a serious emergency, pandemic, or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Vendor to address the immediate needs of the State, even if not contemplated under the original Participating Addendum. Payments are subject to appropriation and other payment terms.

gg. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be

solicited and subsequently awarded that overlap this Participating Addendum.

hh. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of this Participating Addendum if deemed in the best interest of the State.

ii. Confidentiality and Data Integrity

DTI is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored: e.g., electronic data, computer output microfilm (COM), tape, or disk. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Vendor is required to agree to the requirements in the Confidentiality and Integrity of Data Statement; Attachment D attached and made a part of this Participating Addendum. Vendor employees may be required to sign the statement prior to beginning any work.

jj. Security

- i. As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any systems or software meets or exceeds the applicable Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

kk. Tax Exemption

- i. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers, and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/publications/p510>. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included

in prices quoted. Such taxes shall not be included in prices quoted.

- ii. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor.

II. Equality of Employment Opportunity in Public Works

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Vendor agrees as follows:

- i. The Vendor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the Agency setting forth the provisions of this non-discrimination clause.
- ii. During the performance of this Participating Addendum, the Vendor agrees as follows:
 - A. The Vendor, as set forth in Title 19, Section 711 of the Delaware Code, will not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the Agency setting forth this nondiscrimination clause.

- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."
- iii. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

mm. Document Execution

The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for "matching"/ If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

3. PRIMARY CONTACTS

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

Lead State: Colorado

Contact: Nikki Pollack
Phone: (303) 866-5671
Email: nikki.pollack@state.co.us

Contractor: Ricoh USA, Inc.

Contact: Michael Pallotta
Address: One Technology Drive, Westborough, MA 01581
Phone: 978-621-1276
Email: mike.pallotta@ricoh-usa.com

Participating State: Delaware Department of Technology and Information

Contact: Lacey Hutchison
Address: 801 Silver Lake Blvd, Dover, DE 19904
Phone: 302-739-9500
Fax: 302-739-6251
Email: DTI_Vendorservices@delaware.gov

4. COMPLETE AGREEMENT

The contract number for the State of Delaware is: DTI240059-MULTI_DEVICES.

- a. This Participating Addendum and the Master Price Agreement, Number 187846, administered by the State of Colorado together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof.
- b. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract 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 Addendum and the Master Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.
- c. Where a Purchasing Entity or any personnel associated with the Purchasing Entity are required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, this Agreement, or the applicable order for the Product or Service.
- d. In case of conflict with any Appendices to this Participating Addendum or

the Master Contract, this main body of this Participating Addendum and the Master Contract will govern. No Purchase order, Quote, Invoice, or other attachment to this Participating Addendum, including without limitation those executed after this main body of this Participating Addendum and the Master Contract, will be construed to amend this main body unless it specifically states its intent to "amend" this Participating Addendum, under a clause or section entitled "Amendment," that cites the section or sections amended. Such an amendment executed through an Order will operate only with respect to the subject matter of such Order.

- e. If the scope of any provision of this Participating Addendum or the Master Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Participating Addendum shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
- f. Vendor may not order any product requiring a purchase order prior to the Department's issuance of such order. No other agreements, representations, warranties, or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

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

State of Delaware

By: 

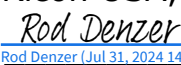
Name: Gerald Whisman

Title: COO

Date: Jul 31, 2024

Vendor:

Ricoh USA, Inc.

By: 
Rod Denzer (Jul 31, 2024 14:43 CDT)

Name: Rod Denzer

Title: VP, Mid-Market

Date: Jul 31, 2024

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SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required		Requested detail									
Vend or Name *	Vendo r TaxID *	Contra ct Name/ Numbe r*	Vendo r Conta ct Name *	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontract or UNSPSC	M/WBE Certifyi ng Agency	Veteran/Servi ce-Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addres s	2nd tier Suppli er Phone Numbe r	2nd tier Suppli er email	Descripti on of Work Performe d	2nd tier Suppli er Tax Id	Dat e Pai d	

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format and submitted to the following email address:
vendorusage@delaware.gov.



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

<https://business.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:

OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:

<https://business.delaware.gov/directory-of-certified-businesses/>

New Address for OSD:

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY VENDOR		
1. CONTRACT NO. Insert Contract Number	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Use a separate form for each subcontractor



DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904-2407

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored, e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

Ricoh USA, Inc. (Ricoh), when performing work for the Department of Technology and Information, understand that they act as an extension of DTI and therefore they are responsible for safeguarding the States' data and computer files as indicated above. Ricoh will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, Ricoh understands that they are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and Ricoh should alert DTI of any situation which might result in, or create the appearance of, unauthorized use, disclosure, or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Vendor and to any others working under the Vendor's direction.

Ricoh hereby affirms that they have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and agrees to abide by the terms above.

Vendor Signature Rod Denzer
Rod Denzer (Jul 31, 2024 14:43 CDT)

Title: VP, Mid-Market

Date: Jul 31, 2024

Vendor Name: Ricoh USA, Inc.