

**PARTICIPATING ADDENDUM  
NASPO ValuePoint**

**Copiers & Managed Print Services**

**Administered by the State of Colorado**  
(hereinafter "Lead Agency")

**Master Agreement**  
Contract Number 140595

**Participating Addendum**  
Contract Number 4600045512

**Canon U.S.A., Inc.**  
(hereinafter "Contractor")

and

**State of Arkansas**  
(hereinafter "Participating State")

This Participating Addendum ("PA") is by and between the State of Arkansas ("Participating State"), acting by and through the Office of State Procurement ("OSP"), and NASPO ValuePoint, in partnership with Canon U.S.A., Inc., (hereinafter referred to collectively as "Contractor").

1. **SCOPE:** This PA covers the NASPO ValuePoint contract for Copiers and Managed Print Services by the State of Colorado, contract number 140595 for the use by state agencies and other entities located in the State of Arkansas as authorized by Arkansas law to utilize cooperative contracts.

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

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

2. **EFFECTIVE DATE AND TERM OF PARTICIPATING ADDENDUM:** This PA shall be effective upon the execution date of this PA by OSP and the Contractor. The term of this PA shall run through the termination of the NASPO ValuePoint Master Agreement or until the termination of this PA, whichever occurs earlier.
3. **PARTICIPATION:** All eligible purchasers within the State of Arkansas including State agencies, educational institutions, and local public procurement units or political subdivisions ("Purchasing Entities") are authorized to purchase products and/or services under the terms and conditions of this PA and the Master Agreement.
4. **ORDER OF PRECEDENCE:**
  - A. This PA, including all Attachments, Exhibits and schedules;
  - B. The NASPO ValuePoint Master Agreement Terms and Conditions, including all Exhibits;
  - C. An Order issued against the Master Agreement;

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- D. The Solicitation, RFP-NP-18-001 Copiers and Managed Print Services, including all Addendums;
- E. Contractor's response to the solicitation, as revised and accepted by the Lead State; and
- F. Contractor Supplemental Documents, including all Attachments.

These documents **shall** be read to be consistent and complementary. Any conflict among these documents **shall** be resolved by giving priority to these documents in the order listed above, including but not limited to conflicting order of precedence provisions. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and **must** be in writing and incorporated in or attached to the Master Agreement as an Exhibit, Attachment, Appendix, or Amendment. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Contractor **shall** become a part of this PA as to the products and services listed on the ordering document only. No other terms and conditions **shall** apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor (unless such terms are referenced in the Master Agreement).

- 5. **INDIVIDUAL CUSTOMER:** Each Purchasing Entity that purchases or leases products and/or services will be treated as if they are individual customers. Except to the extent modified by this PA, each Purchasing 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 Agency has in the Master Agreement. Each Purchasing Entity will be responsible for their own charges, fees, and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Purchasing Entity individually.
- 6. **PAYMENT AND INVOICE PROVISIONS:** Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Purchasing Entity. The Contractor **shall not** invoice the Purchasing Entity in advance of delivery and acceptance of any products or services. Payment will be made only after the Contractor has successfully satisfied the Purchasing Entity as to the products and/or services purchased or leased. Contractors **shall** invoice the Purchasing Entity by an itemized list of charges. Contractor **shall** submit invoices to the Purchasing Entity name and address as referenced on the Purchase Order. Contractor **shall** reference Purchase Order Number and PA Contract Number (4600045512) on each invoice.

Payments will be submitted to the Contractor at the address shown on the invoice. Payment should be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest will be paid on the unpaid balance due to the Contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The Purchasing Entity will make a



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good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a Purchasing Entity's Purchasing Card ("P-Card").

Notwithstanding the foregoing provisions of this Section 6, Arkansas agencies may utilize the "partnering function", as such is described below in Section 18 of this PA, that will allow an authorized dealer/reseller ("Dealer/Reseller") to receive the purchase order, bill for the purchase order, and be paid for the purchase order. Arkansas entities **shall** not contract with third parties for financing; provided, however that such Arkansas entities may, in the sole discretion of the relevant Arkansas entities, utilize Contractor's subsidiary, Canon Financial Services, Inc. ("CFS"), pursuant to the leasing terms and conditions attached to the Master Agreement.

7. **PURCHASE ORDER INSTRUCTIONS:** Except to the extent modified by this PA, all Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay the Contractor for products and services provided. The Parties acknowledge and agree that orders submitted to the Contractor from a Purchasing Entity through the Purchasing Entity's business P-Card or authorized Purchase Order under the NASPO ValuePoint Master Agreement are valid and no extension of credit whatsoever will be required for purchasing. Contractor agrees to accept the State of Arkansas's Purchase Orders and P-Cards as valid methods of payment. The foregoing provisions of this Section 7 are subject to Section 6 of this PA.
8. **CONTRACT NUMBER:** All Purchase Orders issued by the Purchasing Entity within the jurisdiction of this PA **must** include:
1. The NASPO ValuePoint Contract number 140595.
  2. Agency name and address.
  3. Name of agency contact person and phone number.
9. **REPORTING:** The Contractor **shall** provide a quarterly report using the attached reporting form (See Attachment A Sample Reporting Format), via electronic mail to OSP Buyer: Heather Bailey [Heather.Bailey@dfa.arkansas.gov](mailto:Heather.Bailey@dfa.arkansas.gov) or the State's designee, or other State personnel as determined necessary by the State, within thirty (30) days following the quarter being reported. Contractor **shall** include the following data in the reports: agency name, agency address of where equipment is located, product description, quantity ordered, unit prices, and extended prices.

Quarters are defined as:

1. Quarter 1 – January 1 – March 31

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2. Quarter 2 – April 1 – June 30
3. Quarter 3 – July 1 – September 30
4. Quarter 4 – October 1 – December 31

10. **RECORD RETENTION:** The Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to all State of Arkansas transactions under this PA in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Contractor **shall** make financial and accounting records available, upon request, to the State of Arkansas' designee at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

11. **DELIVERY:** Delivery **shall** be FOB Destination.
12. **TAXES:** Personal Property tax will not be charged to Arkansas state agencies.
13. **CANCELLATION:** The State may cancel this PA for any reason, with or without cause, by giving the Contractor and NASPO ValuePoint written notice of such cancellation sixty (60) days prior to the date of cancellation. Any purchase orders issued prior to cancellation may not be canceled.
14. **GOVERNING LAW:** The laws of the State of Arkansas **shall** govern this agreement.
15. **VENUE AND JURISDICTION:** Venue for any claim, dispute, or action concerning an order placed against the contract **shall** be Pulaski County, Arkansas.
16. **SOVEREIGN IMMUNITY:** Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.
17. **DEALERS/RESELLERS:** The Contractor may utilize Dealers/Resellers to accept and process orders, accept payments and provide services; however, the Contractor **shall** be responsible for any agreements with the Dealers/Resellers. The Participating State is not agreeing to and is not responsible for any terms and conditions with a Dealer/Reseller, subject to the "partnering function" process described in Section #18 of this PA and transaction-specific terms in ordering documents under Section 4 of this PA. Contractor **shall** list authorized Dealers/Resellers on *Attachment B: Dealers/Resellers Form*. Dealers/Resellers **shall** be updated by mutual agreement of Contractor and the State. All Canon Dealers and Resellers authorized in the State of Arkansas, as shown on the dedicated Canon (cooperative contract – NASPO) website, are approved to provide sales and service support to Arkansas



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participants in the NASPO Master Agreement. The Canon Dealer's Participation will be in accordance with the terms and conditions set forth in the Master Agreement.

**18. CONTRACT ASSIGNMENT:** The Contractor **shall not** assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official, subject to assignment of payments to CFS, as described in Section 6 of this PA, which would be under leasing terms attached to the Master Agreement. The Contractor **shall not** delegate any duties under this contract to a Dealer/Reseller unless the State Procurement Official has given written consent to the delegation; for the purpose of this PA, orders, payments and related services **shall** be provided directly to, and by Dealers/Resellers.

1. All purchase orders **shall** be made out to the Contractor. The purchase orders may reference via the "partnering function", the Contractor's Dealer/Reseller. This function will allow the Dealer/Reseller to ship, invoice and receive payments associated with the purchase order.

2. If during the course of the contract a Dealer/Reseller loses their certification to sell/service assigned items, the Arkansas Office of State Procurement **shall** provide the opportunity for:

- a) the Contractor to take over as the prime contractor for the remainder of the award term of the purchase order, and
- b) permit the Contractor at the time of the takeover to delegate the sales/service of the purchase orders to approved Dealers/Resellers.

**19. DISCLOSURE:** Under Arkansas law, OSP is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor **shall** submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this PA. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the State.

**20. RESTRICTION OF BOYCOTT OF ISRAEL:** By signing this PA, Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

**21. FOR SERVICES ONLY:**

- a. **Equal Opportunity Policy.** In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, OSP is required to have a copy of the Contractor's *Equal Opportunity (EO) Policy* prior to entering into this PA. *EO Policies* may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov) or Contractor may submit a hard copy with this Participating Addendum. The submission of an *EO Policy* to OSP is a one-time requirement. Contractor is responsible for providing updates

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or changes to its policy, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute. If Contractor is not required by law to have an *EO Policy*, Contractor **must** submit a written statement to that effect.

- b. **Prohibition of Employment of Illegal Immigrants.** Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, OSP is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants. By signing this PA, the Contractor agrees and certifies the Contractor does not employ or contract with any illegal immigrants and will not employ or contract with illegal immigrants during the aggregate of the contract.
- c. **Performance Standards** Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education **must** include performance standards when purchasing services. Performance standards **shall** be mutually agreed upon by the parties hereto for any services purchased.
22. **INSPECTION AND ACCEPTANCE:** In the event a Purchasing Entity leases or purchases products from the Contractor, the Purchasing Entity will provide notice to the Contractor of any defects no later than the thirtieth (30<sup>th</sup>) business day following the date of delivery. Such notice of defects may be delivered electronically or in writing, at the discretion of the Purchasing Entity. If the Purchasing Entity does not provide notification of defects and/or non-acceptance of the products to the Contractor within thirty (30) days of the date of delivery, the products **shall** be deemed accepted by the Purchasing Entity.
23. **INDEMNIFICATION:** The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement.
- INDEMNIFICATION** – Subject to the terms of the Master Agreement, Contractor **shall** be fully liable for the actions of its agents and employees, partners, and assigns and **shall** fully indemnify, defend, and hold harmless the Purchasing Entity, the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including reasonable attorney's fees arising from personal injury and damage to real or personal property, to the extent caused by the Contractor, its agents, or employees. Language in this clause **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.
24. **ARKANSAS CLAIMS COMMISSION:** The Parties acknowledge that any claims, liability, costs, expenses, demands, settlements, or judgments arising from the negligence, acts or omissions of the Participating State or its employees or agents in the performance of this PA **must** be presented to the Arkansas State Claims Commission ("Claims Commission"). Participating State agrees that: (1) it will cooperate in the defense of any third -party claim to



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the Claims Commission brought against Contractor seeking damages or relief; (2) it will cooperate in good faith should Contractor present any claims to the Claims Commission; and (3) it will not take any action to frustrate or delay the prompt hearing on claims, although it reserves the right to assert all claims and defense available to it.

**25. TERMS:** The State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with this PA and/or Arkansas law.

**26. REPRESENTATIONS AND WARRANTIES:**

The State of Arkansas makes no representations or warranties, expressed or implied, to the contractor, nor is obligated to provide an opinion of counsel for any reason.

**27. RESTOCKING FEES:** The State of Arkansas **shall not** be charged restocking fees.

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28. **PRIMARY CONTACTS:** The primary contacts for this Participating Addendum are as follows (or their named successors):

**Lead State Contact**

Company Name:	State of Colorado
Name:	Nikki Pollack
Address:	1525 Sherman Street, 3 <sup>rd</sup> Floor Denver, CO 80203
Telephone:	303-866-5671
E-Mail:	Nikki.pollack@state.co.us

**Contractor's Contact**

Company Name:	Canon U.S.A., Inc.
Contact Person	Dave Rothauser
Address:	One Canon Park Melville, NY 11747
Telephone:	631-330-5443
E-Mail:	ISGBIDADMIN@CUSA.CANON.COM

**Participating State Contact**

Name:	Heather Bailey, Statewide Procurement Specialist
Address:	State of Arkansas Office of State Procurement 1509 W. 7 <sup>th</sup> Street, Suite 300 Little Rock, AR 72201
Telephone:	501-324-9320
E-Mail:	heather.bailey@dfa.arkansas.gov



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This Participating Addendum and Contract 140595 (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. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, **shall not** be added to or incorporated into this Participating Addendum or the 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 Master Agreement and its exhibits **shall** prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of Arkansas	Contractor: Canon U.S.A., Inc.
By: 	By: 
Name: Camber Thompson	Name: Shinichi Yoshida
Title: Senior Procurement Manager Department of Transformation and Shared Services, Office of State Procurement	Title: Executive Vice President + G.M.
Date: 11/26/19	Date: 11/15/19