



# Commonwealth of Kentucky

## MASTER AGREEMENT

### CONTRACT INFORMATION

**MASTER AGREEMENT NUMBER: MA 758 2000000227**

Effective Date: 1/1/20

Record Date: 2/10/20

Expiration Date: 12/31/20

Procurement Folder: 357858

Document Description: NON EXECUTIVE BRANCH WSCA COPIER  
CONTRACTS CANON

Procurement Type: Special Authority Goods & Svcs

Cited Authority: Intergovernmental Purchases

Version Number: 1

### CONTACT INFORMATION

**ISSUER:**

Barry Stigers  
502-564-6523  
Barry.stigers@KY.GOV

### VENDOR INFORMATION

**Name /Address:**

**Contact:**

KY0001028: CANON U S A INC

DAVE ROTHUSER  
631-330-5443 EXT: 3254  
isgbidadmin@cusa.canon.com

ONE CANON PARK

MELVILLE NY 11747

### COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000	EA	\$0.010000	\$0.00			\$0.00

Canon WSCA MultiFunction Copier Non Executive Branch Agency

**Extended Description:**

Canon WSCA MultiFunction Copiers Non Executive Branch Agencies Only



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See "Attachment A" for Terms and Conditions. The terms and conditions set out in "Attachment A" are incorporated into and are a part of the Contract.



PARTICIPATING ADDENDUM  
NASPO COOPERATIVE PURCHASING ORGANIZATION  
COPIERS AND MANAGED PRINT SERVICES 2019 – 2024  
Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT  
Canon U.S.A., Inc.  
Colorado RFP-NP-18-001  
(hereinafter "Contractor")

And

Commonwealth of Kentucky  
(hereinafter "Participating Entity")  
MA 758 2000000227

ATTACHMENT A

Master Agreement #: **140595**  
Contractor: **CANON U.S.A., INC.**

Participating Entity: **STATE OF COMMONWEALTH OF KENTUCKY**  
**MA 758 2000000227**

**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
- Supplies
- Accessories for Discontinued Base Units

**Master Agreement Terms and Conditions:**

1. **Scope:** This covers the NASPO Valuepoint Master Agreement for Copiers led by the State of Colorado for use by **NON EXECUTIVE BRANCH STATE AGENCIES ONLY** located in the Participating Entity *of the Commonwealth of Kentucky* authorized by that State's statutes to utilize state contracts, which includes local public agencies of the Commonwealth as defined in KRS 45A.345(11). Each authorized using agency must establish its own separate agreement if applicable with the awarded contractor for products and services.
  
2. **Participation:** This NASPO ValuePoint Master Agreement may be used **ONLY** by authorized **NON EXECUTIVE BRANCH STATE AGENCIES ONLY**.

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Per KRS 45A.050(3), any political subdivision, including cities of all classes, counties, school districts, or special districts, may participate in this Participating Addendum to the same extent as the Commonwealth in accordance with the terms and conditions of this Participating Addendum.

3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

<b>Name:</b>	Dave Rothauser
<b>Address:</b>	One Canon Park Melville, NY, 11747
<b>Telephone:</b>	(631) 330-5443
<b>Email:</b>	isgbidadmin@cusa.canon.com

**Participating Entity**

<b>Name:</b>	Barry Stigers
<b>Address:</b>	702 Capital Avenue, Room 096 Frankfort, Ky. 40601
<b>Telephone:</b>	(502) 564-6523
<b>Fax:</b>	(502) 564-6013
<b>Email:</b>	Barry.Stigers@ky.gov

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4. **Participating Entity Modifications or Additions to The Master Agreement:** Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

- No changes to the terms and conditions of the Master Agreement are required.  
 The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. **Order of Precedence:**

- a) This 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.

6. **Lease Agreements:**

Leasing is approved for the authorized using agencies. Each authorized using agency must establish its own separate agreement if applicable with the awarded contractor for products and services.

Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement **Attachment A** (Canon Lease Agreement), unless otherwise agreed to. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, Straight, or \$1 Buyout Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

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7. **Authorized Dealers:** All Authorized Dealers authorized in the State of *Kentucky* as shown on the dedicated Contractor (cooperative contract) website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Authorized Dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

8. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) “PO subject to NASPO ValuePoint Contract #140595 & State Contract #MA 758 2000000227” (2) Purchaser’s, Address, Contact, & And Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or \$1 Buyout lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

9. **Product Installation & Invoicing:** Unless otherwise agreed to by both parties, signing the delivery and acceptance (“D&A”) certificate constitutes Acceptance of the Product(s) and allows Contractor or Authorized Dealer to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

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

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

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the



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Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month’s invoice.

10. **Not Specifically Priced (“NSP”) Open Market Items:** Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:

- i Interactive White boards;
- ii Computers, monitors, or other related items;
- iii Fax machines;
- iv Overhead Projectors;
- v Cameras; and
- vi Software (outside approved contract portfolio items).

NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

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

- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
- b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

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12. **Maintenance Service Level Agreements:** Purchasing Entities are subject to the Contractor’s “Maintenance Service Level Agreement” provided in Master Agreement **Attachment B** (Canon Maintenance Terms and Conditions), and Master Agreement **Attachment E** (Digital Press Production and Large Format Equipment Master Services Agreement) if applicable.
13. NOTWITHSTANDING ANY PROVISIONS IN THE MASTER AGREEMENT AND THIS PARTICIPATING ADDENDUM, IN NO EVENT SHALL CONTRACTOR, ITS AUTHORIZED DEALERS, OR THE STATE OF KENTUCKY AND ANY CUSTOMERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
14. This Participating Addendum shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and the using agency. Venue shall be the Commonwealth of Kentucky, Franklin County in accordance with KRS 45A.245, <http://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx>
- a. The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.
  - b. The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor’s unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky-Office of Procurement Services for the amount equal to one half of one percent (.5%) of the net sales (less any returns, credits or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Quarterly Sales Reports and Check to be mailed to the Office of Procurement Services, Attn: Barry Stigers, 702 Capital Ave., New Capital Annex, Room 095, Frankfort, Ky. 40601.




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

Participating Entity: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Canon U.S.A., Inc.
Signature: 	Signature: 
Name: Jim Barnhart	Name: Shinichi Yoshida
Title: Deputy CIO	Title: Executive Vice President + G.M.
Date: 1-21-20	Date: 1/30/20
Participating Entity: Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature: 	
Name: Joan Graham	
Title: Executive Director	
Date: 2/6/2020	

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*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	<a href="mailto:tfosket@naspovaluepoint.org">tfosket@naspovaluepoint.org</a>

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