



COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Participating Addendum #: **2020COPIERS0006**

Master Agreement #: **140604**

Contractor: **TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.**

Participating Entity: **STATE OF ALASKA**

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

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

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Copiers & Managed Print Services Contract, led by the State of Colorado for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Rick Jackson
Address:	25530 Commercentre Drive, Lake Forest, CA 92630
Telephone:	(949) 462-6089
Email:	Rick.jackson@tabs.toshiba.com



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Participating Entity

Name:	Eric Verrelli
Address:	333 Willoughby Ave. Suite 801
Telephone:	907-465-5674
Email:	Eric.verrelli@alaska.gov

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.

Additions to the Master Agreement:

Order of Precedence:

- a) A Participating Entity's Participating Addendum, including Attachment A "Agreement for Lease of Equipment"
- 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: A-I.

Administrative Fees: The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.

Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period including but not limited to: leases, purchases, maintenance agreements, or any other spending under this contract for State of Alaska agencies and Political Subdivisions.



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Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

Purchasing Options for Executive Branch Agencies, Non-Executive Branch Agencies and Political Subdivisions: All groups offered (A, B, D, E, F, MPS, Supplies, and Software) will be available to all State of Alaska agencies.

Supplemental Documents: The Contractor's Supplemental Documents are attached to the Master Agreement as Attachment A through Attachment J, as amended in the State of Alaska Participating Addendum.

No documents excepting Contractor's Supplemental Documents will be signed, by purchasing entity, neither government agency nor political subdivision, no additional terms and conditions will be placed on orders through the dealer/reseller. If a purchasing entity mistakenly agrees to additional terms not included in this Participating Addendum or Master Agreement, those terms and conditions are voided.



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Reporting: Detailed Sales Data Required Reports: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this Participating Addendum. Report must show detailed sales data by customer type, e.g. state entity, local government, higher education and K12. These reports are due thirty days after the end of the quarter.

The state of Alaska will require all reporting from past contracts (NV1715, 3091, and B27174) on one usage report, the administrative fee will apply to all sales under all existing agreements.

Reporting Period _____ Due Date

State Fiscal Quarter 1 (Jul 1 - Sept 30): Oct 31

State Fiscal Quarter 2 (Oct 1 - Dec 31): Jan 31

State Fiscal Quarter 3 (Jan 1 - Mar 31): Apr 30

State Fiscal Quarter 4 (Apr 1 - Jun 30): Jul 31

(NOTE: submitting a copy of the detailed report that is submitted to NASPO for the state of Alaska will suffice)

Shipping and Delivery Requirements

Shipping: Section 4.8 of the master agreement is incorporated into this participating addendum for the three major Service Base locations: Juneau, Anchorage, and Fairbanks, and areas within a 60-mile radius of those base stations. Please see shipping requirements in section 4.8 of the master agreement document.

- a. Service Zones: The following table provides an alteration to the service zones included in the contract which will be utilized for awards in the State of Alaska:

SERVICE ZONE	DEFINITION
URBAN	All the surrounding communities, accessible by roadway, within a 60 mile radius of the closest Service Base Location.
REMOTE	All locations within Alaska that are outside the Urban zone.

- b. Freight for Remote Installations: In the initial remote placement of a device(s), the Contractor will be allowed to bill the ordering agency for actual freight charges from the nearest Alaska service center or the Alaska dealer that placed the order. New orders for remote devices must be installed within 45 calendar days of order placement. Contractor owns goods in transit and is responsible for filing claims,

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if any. Contractor will not be allowed to charge remote agencies for travel and per diem expenses if required travel is in relation to a warranty claim.

- c. Remote Travel: The Manufacturer will be allowed to charge remote agencies for travel and per diem expenses. Those expenses are limited to established State of Alaska, or ordering agency travel per diem rates and policies in effect at the time of travel. It is the responsibility of the Contractor to comply with the travel policies of the ordering agency when traveling to remote locations. Service technicians are required to use the least expensive means of transportation reasonably available under the circumstances when traveling in the local area where the service is to be done. For example, if renting a car costs \$100 per day and required trips in a taxi would cost \$50, the technician shall use a taxi. Agencies and the Contractor or their dealer should make every reasonable effort to work together to keep travel and per diem expenses to a minimum.

Website Requirement: The Contractor NASPO ValuePoint website for Alaska must include at a minimum the following:

- a. Detailed information regarding all the products and options available through this contract;
- b. Local sales contact information;
- c. Single point of contact for order and invoice issues;
- d. An escalation path for unresolved issues; and
- e. Instructions pertaining to remote device placements.

Modifications to Master Agreement:

Section 7 is replaced with the following and Section 18 is removed from the Master Agreement

Attachment A – Lease of Equipment

Section 7 – Insurance

Section 18 – Indemnity

7. INSURANCE. At Lessor's request, Lessee shall provide to Lessor proof that Lessee is self-insured so that the Leased Equipment is covered for the fair market value thereof against loss or damage while in Lessee's care, custody and control.

18. INDEMNITY: ~~Lessor is not responsible for any loss or injuries caused by the Equipment. To the extent permitted by applicable law, Lessee agrees to hold Lessor harmless and reimburse Lessor for loss and to defend Lessor against any claim for losses or injury or death caused by the Equipment. Lessor reserves the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.~~

5. Lease Agreements:

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Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master 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 Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Alaska, Statewide Contracting office, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 18-001 or this Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Alaska, Statewide Contracting Office.

All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Awarded Vendor(s) and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Awarded Vendor or Authorized Dealer, and all contractual obligations will still be the responsibility of the Awarded Vendor.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

- i. Any acquisition or return options, based on the type of lease or rental agreement;
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

6. Resellers: All contractors and resellers authorized in the State of Alaska, as shown on the dedicated Contractor (cooperative contract) website, are approved to accept orders and

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provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement. The State of Alaska reserves the right to remove resellers from the authorized reseller list.

7. 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 # NP-18-001 & State Participating Addendum # 2020Copiers0006" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

8. 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 to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing fifteen (15) 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 Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

9. 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;

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- iv) Overhead Projectors; and
- v) Cameras.

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.

10. 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.
11. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
12. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in the attached Participating Addendum **Exhibit A**. (This Exhibit A is also found in the Master Agreement as Attachment D)
13. Managed Print Services ("MPS"): Purchasing Entities are subject to the Contractor "Managed Print Service Level Agreement". Contractor's service level agreements and scope of services is provided in Participating Addendum **Exhibit B** (This Exhibit B is also found in the Master Agreement as Attachment F). Contractor(s) may not provide MPS



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maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work template, like the format provided in the NASPO ValuePoint RFP Exhibit F "MPS Statement of Work" and attached hereto as Participating Addendum **Exhibit C (MPS Statement of Work Agreement)**, This agreement must be approved by both parties prior to the initiation of any engagement.

SIGNATURE PAGE FOLLOWS



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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: State of Alaska	Contractor: Toshiba America Business Solutions, Inc.
Signature: 	Signature: 
Name: Eric Verrelli	Name: Scott Maccabe
Title: Statewide Contracting Officer III	Title: President and CEO
Date: 2/25/2020	Date: 02/24/2020

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[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 EXHIBIT C
MPS Statement of Work Agreement**

**RFP-NP-18-001
Copiers and Managed Print Services**

Agency/Customer:		Contractor:	
Contact Name:		Contact Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	
Fax:		Fax:	
		Contractor website:	
Print Assessment Date:		Period of Performance:	
Statement of Work must incorporate the following documents:			
1) NASPO ValuePoint Master Agreement # _____		[Imbed document here]	
2) Participating Addendum # _____		[Imbed document here]	
3) Contractor's Print Assessment		[Imbed document here]	

Statement of Work, at a minimum, must include the following elements:

1. Introduction:

Describe your current environment. What is your inventory, including owned, rented, or leased Devices

2. Scope:

Include Project scope (i.e. single-function, multi-function printers etc.) and software

3. Out of Scope:

This Project does not cover the following functions or deliverables:

4. Objective:

The main objective of this project is:

System and procedures will be set up to allow:

5. Location:

Enter all physical locations of where work will be performed

6. Discovery/Assessment:

Contractor will be required to discover/assess Purchasing Entity print environment as described below:

Deliverables:

Describe the deliverables for Discovery/Assessment

Checkpoints:

Describe the checkpoints for Discovery/Assessment

7. Data Security

Include description of data security requirements

8. Data Breach

Describe any data breach requirements

9. Equipment Guarantees

*Describe downtime, on-site service, response time etc. (**Note:** this section must, at a minimum, adhere to the same requirements as outlined in the Master Agreement and/or Participating Addendum)*

10. End of Life/Equipment replacement

Insert description of end of life/equipment replacement process

11. Implementation:

Deliverables:

Describe the deliverables for Implementation

Checkpoints:

Describe the checkpoints for Implementation

User Acceptance Testing:

Describe User Acceptance Testing for Implementation

Production Rollout:

Describe the Production Rollout for Implementation

12. Contractor Staff and Support

Describe Contractor staff roles and their availability

13. Purchasing Entity Roles and Responsibilities

Insert description of Purchasing Entity Roles and Responsibilities including:

Contacts:

Project Manager

End-User Representative

System Administrator

Technical Support

General and Technical Responsibilities:

Insert description of Purchasing Entity Roles and Responsibilities

14. Performance Penalties

Insert description of Contractor Performance Penalties

15. Payment

Describe billing cycles and invoice information

This Agreement is entered into by and between the *[Purchasing Entity]*, located at *[Agency address]* and *[Contractor]* licensed to conduct business in the State of _____ (*"Contractor"*), located at *[Contractor address]* for the purpose of providing *Managed Print Services*.

The signatories to this Managed Print Services Agreement represent that they have the authority to bind their respective organizations to this Agreement.

In Witness Whereof, the parties hereto, having read this Managed Print Services Agreement in its entirety, including all attachments, have executed this Agreement.

This Agreement is effective this ____ day of _____, 2__.

Initial term of this Agreement is ____ year(s) or until _____.

Maximum term of this Agreement is five (5) years, or until _____.

Contractor Signature	Date	Purchasing Entity Signature	Date
Contractor Printed Name, Title	Purchasing Entity Printed Name, Title		