

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**COPIERS AND MANAGED PRINT SERVICES**

Led by the State of Colorado

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Master Agreement #: **140595**

Contractor: **Canon U.S.A., Inc.**

Participating State or Entity: State of Connecticut

**The following products and services are included in this contract portfolio.**

**The State of Connecticut will allow the following equipment to be purchased, or leased, either through a straight lease, or through an all-inclusive CPC program as outlined below. No trade-ins are allowed.**

- 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

1. **Scope:** This Addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado, for use by state agencies and other entities located in the Participating State/Entity and authorized by that state's statutes to utilize state contracts with the prior approval of the state's Chief Procurement Officer.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective state Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. **Order of Precedence:**
  - a) A Participating Entity's Participating Addendum;
  - b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
  - c) An Order issued against the Master Agreement;
  - d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
  - e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and

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- f) The Contractor's Supplemental Documents, including all Attachments.

**4. Term of the Master Agreement:**

- a) **Initial Term:** The Parties' respective performances under the Master Agreement commenced on August 9, 2019, and shall terminate on December 31, 2021, unless terminated sooner, as specified in **Section 6.10, Defaults and Remedies**, of the Master Agreement.
- b) **Extension:** The Master Agreement may be extended beyond the original contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, via written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.
- c) **End of Term Notification:** Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) days prior to the need of any initial Straight Lease or rental term. Such notifications may include, but not be limited to, the following:
- (i) Return options, based on the type of agreement;
  - (ii) Any renewal options, if applicable; and/or
  - (iii) Hard drive removal and surrender cost, if applicable.

**End of Term Option:** If a Purchasing Entity desires to exercise a renewal, or return of the Equipment, the Purchasing Entity shall give Contractor at least thirty (30) days written notice via email prior to the expiration of such Straight Lease term 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 renewal or return of the Equipment, the initial rental term and Straight Lease term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

5. **Authorized Dealers:** All Authorized Dealers authorized in the State of Connecticut, as shown on Exhibit D ( Authorized Dealers by State), are approved to accept orders and provide sales, service support and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor shall provide the Participating Entity at least three (3), but not limited to, State of Connecticut certified small business authorized dealers. The Participating Entity may limit the number of Authorized Dealers they use, and/or request that the Contractor approve additional Dealers. The Contractor's dealer's participation will be in accordance with the terms and conditions set forth in the Master Agreement.
6. **Participating State or Entity Modifications or Additions to the Master Agreement:** Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the Participating State or Entity. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to their

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contractual relationship with the Contractor under the Terms and Conditions of the State of Colorado NASPO ValuePoint Master Agreement.

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:

**7. Definitions:**

- (a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  
- (b) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
  
- (c) **Confidential Information Breach:** This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
  
- (d) **Contract:** Master Agreement and Participating Addendum
  
- (e) **Contractor:** A person or entity who executes the Contract.

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- (f) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
  - (g) **CPC Program:** A type of agreement, which mirrors the accounting aspects of a 'Straight Lease', however the payment is structured differently. As detailed in 3.1.12 of Canon's Master Agreement, customers may request pricing on a per-copy basis, as opposed to a flat monthly lease amount. The availability of this type of program will depend on the dealer. If available, this price breakdown will enable the customer to easily compare the pricing against purchase and lease options.
  - (h) **DAS:** Department of Administrative Services.
  - (i) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized purchase orders against the Contract.
  - (j) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
  - (k) **Straight Lease:** A type of agreement in which ownership is not an option and the total monthly payment amount remains firm throughout the initial term. Contractor shall hold title to all rental or straight leased equipment for the term of the Order. The Purchasing Entity shall have no equity in the straight leased or rented equipment. Contractor shall be responsible for the payment of any and all local property taxes and insurance of the straight leased or rented equipment.
- 8. Administrative Fees:** Each quarter Contractor shall submit a check payable to "Treasurer, State of Connecticut" to Participating State primary contact address for the calculated amount equal to one percent (1%) of the total sales for the quarterly period. Contractor shall include Participating State's contract number, 18PSX0233, quarter for which check is for and reference NASPO ValuePoint Cooperative Contract, 140595, on check for identification.

Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity. Failure to submit quarterly administrative fees on a timely basis may constitute breach of Contract. Payments are due by the end of the following months for each quarter. For example:

Quarter 1: January 1<sup>st</sup> to March 31<sup>st</sup>                      due April 30<sup>th</sup>

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Quarter 2: April 1 <sup>st</sup> to June 30 <sup>th</sup>	due July 31 <sup>st</sup>
Quarter 3: July 1 <sup>st</sup> to September 30 <sup>th</sup>	due October 31 <sup>st</sup>
Quarter 4: October 1 <sup>st</sup> to December 31 <sup>st</sup>	due January 31 <sup>st</sup>

- 9. Quarterly Usage Reporting:** Contractor shall submit quarterly reports to the DAS primary contact for all Participating Entity purchases or service contracts executed for the period listing the following information: Date, Ordering Agency Name, State or Subdivision, Invoice No., Purchase Order No., Contract Line Item(s) No., Manufacturer, Item Description, Unit of Measure, Quantity, Contractor Unit Price, Contract Discount (if applicable), Extended Contract Price Paid. Quarterly reports shall be an Excel spreadsheet file transmitted electronically to: [janet.delgreco@ct.gov](mailto:janet.delgreco@ct.gov)

Quarterly reports are due even when there are no sales or purchase orders. Any quarterly report that does not include the information above or that excludes above information will be deemed incomplete. Quarterly reports are due by the end of the following months for each quarter. For example:

Quarter 1: January 1 <sup>st</sup> to March 31 <sup>st</sup>	due April 30 <sup>th</sup>
Quarter 2: April 1 <sup>st</sup> to June 30 <sup>th</sup>	due July 31 <sup>st</sup>
Quarter 3: July 1 <sup>st</sup> to September 30 <sup>th</sup>	due October 31 <sup>st</sup>
Quarter 4: October 1 <sup>st</sup> to December 31 <sup>st</sup>	due January 31 <sup>st</sup>

- 10. Whistleblowing:** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

- 11. Forum and Choice of Law:** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction,

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for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- 12. Sovereign Immunity:** The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
- 13. Summary of State Ethics Laws:** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
- 14. Campaign Contribution Restriction:** For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations,".
- 15. Executive Orders:** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to

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public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

**16. Nondiscrimination:**

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.



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- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State Contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, as amended; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State, and in every subcontract entered into in order to fulfill any obligation of a municipal public works

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contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**17. Indemnification:**

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the

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State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

**18. Tangible Personal Property:**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote.

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“Voting security” includes a general partnership interest.

- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

**19. Audit and Inspection of Plants, Places of Business and Records:**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State’s expense, provided, however, the Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract’s Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties’ Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

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- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

**20. Protection of Confidential Information:**

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to

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Connecticut General Statutes §36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

**21. Financial Audit for State Grants:** For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

**22. Lead State Terms that shall not apply to Connecticut:** The parties hereby agree that any provision in the Standard Terms and Conditions of the NASPO ValuePoint, the State of Colorado's negotiated terms and conditions or the Master Agreement between NASPO ValuePoint and any of its Exhibits, shall not apply to Connecticut or any of the participating entities from Connecticut if the provision violates sovereign immunity or conflicts with future Participating Addendums. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

**23. P-Card (Purchasing MasterCard Credit Card):** Notwithstanding the provisions of Section 4(b) (ii) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

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Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

- 24. CIO Subcontract Approval:** In accordance with Conn. Gen. Stat. §4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Information Technology or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. §1-200. For the avoidance of doubt, Contractor's Authorized Dealers will be performing work under this contract pursuant to Section 5.
- 25. State Comptroller Specifications:** In accordance with Conn. Gen. Stat. §4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.
- 26. Rights to and Integrity of Public Records:** In accordance with Conn. Gen. Stat. §4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. §4-33, as it may be modified from time to time.
- 27. Public Records and FOIA:** In accordance with Conn. Gen. Stat. §4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act, as defined in section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.
- 28. Disclosure of Public Records:** In accordance with Conn. Gen. Stat. §4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to

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state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. §1-200, as it may be modified from time to time.

**29. Profiting from Public Records:** In accordance with Conn. Gen. Stat. §4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. §1-200, as it may be modified from time to time.

**30. Contractor's Obligation to Notify DAS commissioner Concerning Public Records:** In accordance with Conn. Gen. Stat. §4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the commissioner of such violation.

**31. General Assembly Access to Records:** In accordance with Conn. Gen. Stat. §4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to state agency records that is not less than the access that said committee and such offices have on July 1, 1997.

**32. Ownership of Data:**

a) All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all State data existing in electronic, magnetic or any other tangible or intangible form (for purposes of this Ownership of Data Section, "Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Department or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located. For the avoidance of doubt, Data does not include equipment performance or usage related data collected and utilized by Contractor to perform its responsibilities under this Participating Addendum.

b) At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department or (ii) Termination for any reason, deliver and transfer possession to the Department all of the Data, in a format acceptable to the State.

c) Subject to the provisions in this Participating Addendum and the NASPO ValuePoint Master Agreement dealing with equipment hard drive erasure and/or removal, the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department, (ii) receiving final payment from the Department, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.



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d) The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Department in accordance with the terms of this Participating Addendum shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Department and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Department, such information as the Department may identify to ensure, in the Department's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

**33. Master Price Agreement Number:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140595, State of Connecticut Contract Award number 18PSX0233**

**34. Orders:** Any Order placed by a Purchasing Entity for a Product and/or Service available under the 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.

Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by Contractor and the Participating State or Entity. To the extent the Purchasing Entity and the Contractor agree on additional terms, the terms will be documented on the Purchasing Entity Order, and signed by both parties.

All orders should contain the following (1) "PO is subject to NASPO ValuePoint Master Agreement, Contract # **140595**, and the Participating Addendum, Contract # 18PSX0233 (2) Purchasing Entity Name, Address, Contact, & Phone-Number (3) Order amount (4) Brief description of Scope of Work for MPS.

**35. 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; and
- v) Cameras.

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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. 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.

**36. Showroom Equipment:** Upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, straight lease or rental provided 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; and
- c. The Purchasing Entity and the Contractor indicate on the Order that the Device

**37. Software:** Purchasing Entities that acquire software shall be subject to the end user license agreements (EULA) distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions according to the lease and rental rates listed in Groups A, B, C, D, E and F of the Master Agreement. Notwithstanding the foregoing, in the event of a conflict between the EULA and the Master Agreement, the Master Agreement shall supersede and control. In addition, any language in a EULA which violates a Participating Entity's constitution or a statute of that state, or violates the laws of a local entity making a purchase or lease, will be deemed void, and of no force or effect, as applied to the Participating Entity.

**38. Maintenance Service Level Agreements:** Purchasing Entities are subject to the Contractor "Canon Maintenance Terms and Conditions" attached to the Master Agreement as Attachment B.

**39. Managed Print Services ("MPS") Level Agreement:** Purchasing Entities are subject to the Contractor "Canon Sample MPS Agreement Terms and Conditions" attached to the Master Agreement as Attachment C. Contractor may not provide MPS maintenance or repair service on any Devices that are being straight leased or rented to a Purchasing Entity by another Manufacturer unless they have written agreement with the Manufacturer to do so.

**40. MPS Statement of Work Template:** All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work (SOW), as referenced in Exhibit C (Sample MPS Statement of Work), Attachment C (Canon Sample MPS Agreement Terms and Conditions) and Attachment D (Canon Sample MPS Customer Expectations Document),, and they must be approved by both parties prior to the initiation of any engagement.

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**41. Product Installation and Invoicing:** Unless otherwise agreed to by both parties, signing the Delivery and Acceptance ("D & A") certificate, as referenced in Exhibit B (Sample D&A Certificate), constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Purchasing Entity agrees to sign and return the D & A to Contractor (which, at mutual agreement, maybe done electronically) within five (5) Business Days after any Product is installed. 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; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Product(s) are put in use. Acceptance of such Product(s) may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Product(s) rejected and returned, or for which Acceptance is revoked.

Contractor shall provide timely billing and Purchasing Entity shall notify Contractor, by email of any billing issues. In order for Contractor to generate accurate service invoices, Purchasing Entity shall provide meter reads within a mutually agreed timeframe.

Purchasing Entity shall provide written notice of invoice issue(s) and the Contractor will be allowed a thirty (30) day cure period to address such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.

**42. Payment Terms:** Payment for all accepted Goods or Services shall be due within forty five (45) days after acceptance of the Goods or Services as outlined in the Master Agreement or twenty five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g.

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

Contractor

Name	Dave Rothauser
Address	One Canon Park, Melville, NY, 11747
Telephone	631-330-5443
E-mail	ISGBIDADMIN@CUSA.CANON.COM

Participating Entity

Name	Janet DelGreco Olson
Address	450 Columbus Blvd, Suite 1202, Hartford CT 06103
Telephone	860 713-5079
E-mail	<a href="mailto:janet.delgreco@ct.gov">janet.delgreco@ct.gov</a>

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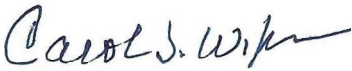
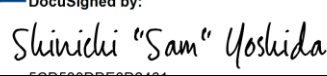


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**44. Terms:** The Participating State or Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

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

Participating State: Connecticut	Contractor: Canon U.S.A., Inc.
By: 	By: DocuSigned by: 
Name: Carol S. Wilson	Name: Shinichi "Sam" Yoshida
Title: Director of Procurement	Title: EVP & GM
Date: 9/3/2020	Date: 8/26/2020

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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