

NASPO ValuePoint
PARTICIPATING ADDENDUM



COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Master Agreement #: **140595**

Contractor: **CANON U.S.A., INC.**

Participating Entity: **STATE OF MISSOURI**

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

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

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the NASPO ValuePoint Copiers and Managed Print Services led by the State of Colorado for use by state agencies governed by Chapter 34 RSMo, political subdivisions, and universities of the State of Missouri 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, universities, political subdivisions and other entities authorized to use statewide contracts in the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

State agencies governed by Chapter 34 RSMo are specifically prohibited from acquiring printers (Group D) and scanners (Group F) through this agreement unless specifically authorized by the Director of the Division of Purchasing.

Political subdivisions and universities of the State of Missouri may acquire printers (Group D) or scanners (Group F) through this agreement.

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

Contractor

Name:	Dave Rothouser
Address:	One Canon Park, Melville, NY, 11747
Telephone:	631-330-5443
Email:	ISGBIDADMIN@CUSA.CANON.COM

Participating Entity

Name:	Christopher Lozuaway
Address:	301 W. High Street, Room 630 Jefferson City, MO 65101
Telephone:	(573) 526-1567
Fax:	(573) 526-9816
Email:	Christopher.Lozuaway@oa.mo.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.

5. Scope: State agencies governed by Chapter 34 RSMo must utilize the contract in the following manner:
- State agencies shall be not permitted to acquire printers (Group D) and scanners (Group F) through this agreement unless specifically authorized by the Director of the Division of Purchasing. Political subdivisions and universities of the State of Missouri maybe acquire printers (Group D) or scanners (Group F) through this agreement.

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- **Quotations:** State agencies should obtain price quotations from at least (3) manufacturers before purchasing products through the contract.
- **Color and High Speed Units:** Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed greater than sixty (60) pages per minute (PPM), a state agency must obtain written approval to purchase the device from OA General Services State Printing. State agencies must submit State Printing's written approval with the purchase order.
- **Trade-Ins:** State agencies must obtain OA Surplus Property's approval before trading in a copier.
- **Hard Drive Erase:** State agencies must purchase hard drive erase software for all devices containing a hard drive, if not otherwise included on such devices.

6. **Missouri Statewide Contract Quarterly Administrative Fee:**

In accordance with paragraph 3.10.5 f. of the NASPO ValuePoint Copiers & Managed Print Services contract, the contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809

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OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

7. Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 1) may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

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Mail: Division of Purchasing,
 P.O. Box 809, Jefferson City MO 65102-0809
 OR
 Division of Purchasing,
 301 West High Street, Room 630, Jefferson City, MO 65101-1517
 Fax: (573) 526-9815
 Email: ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

8. Missouri Statewide Contract Quarterly Usage Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.

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Data Element	Description
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree

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that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

9. Lease Agreements: State agencies may enter into fair market value (FMV) leases. State agencies must not enter into short-term leases, straight leases, cancelable rentals, non-cancelable rentals, or \$1 buyout leases.

Lease Terms: 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 Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

State Agencies: State agencies shall only utilize the approved State of Missouri Lease document, as set forth as Attachment 3. State agencies may initiate a lease subject to the state agency leasing document by issuing a Purchasing Order (PO).

Political Subdivisions: Political Subdivisions may utilize the state lease document (Attachment 3) or may enter into Equipment Leases subject to the Terms and Conditions of the Canon Master Lease Agreement, not included, unless otherwise agreed to. To initiate a lease subject to the state leasing document, Political Subdivision Customers may issue a Purchase Order (PO). The State of Missouri's Attachment 3 shall be the default leasing agreement; however political subdivisions may choose to use the Canon Master Lease Agreement by referencing Canon's Attachment A in their PO. Notwithstanding anything to the contrary in this PA, in the event of conflict between an executed Lease Agreement and the Master Agreement, the terms of the Lease Agreement will supersede and control. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Missouri Division of Purchasing, 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 #140595 or this Participating Addendum. Contractor intends to assign, solely for financing

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purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Missouri Division of Purchasing.

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, Contractor and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or Authorized Dealer, and all contractual obligations shall remain with Contractor.

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.

10. Resellers: All contractors and resellers authorized in the State of Missouri, as shown on the Canon dedicated website for the State of Missouri, are approved to accept orders, provide sales and service support, and invoice customers directly on behalf of Canon. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
11. 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 CT202797001 (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template



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if applicable.

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

13. **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.

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.

14. **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:

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- 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.
15. 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.
16. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's "Maintenance Service Level Agreement" provided in Participating Addendum **Exhibit B**, 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.
17. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Managed Print Service Level Agreement" provided in Master Agreement **Attachment C** (Canon Sample MPS Agreement) or a similar format approved by both parties.. Contractor(s) may not provide MPS 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.
18. MPS Statement of Work Template: All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Master Agreement **Exhibit C (MPS Statement of Work)** or Master Agreement **Attachment D** (Canon Sample MPS Customer Expectations Document), and it must be approved by both parties prior to the initiation of any engagement.

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19. For informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.

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

Participating Entity: State of Missouri	Contractor: Canon U.S.A., Inc.
Signature: 	Signature: DocuSigned by:  5CD530DDE6D2461...
Name: Karen S. Boeger	Name: Shinichi Yoshida
Title: Director, Division of Purchasing	Title: Executive Vice President & G.M., BICG
Date: 12/31/20	Date: 11/5/2020

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

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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.]

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EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Canon USA, Inc. is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites: <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

6. List all Missouri Service- Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

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Exhibit B
Maintenance Service Level Agreement

The vendor shall provide a copy of their Maintenance Service Level Agreement to be included as Exhibit B of the PA.