



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: 140595

Contractor: **CANON USA, INC.**

Participating State: **STATE OF IOWA**

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 Participating Addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services ("Master Agreement") led by the State of Colorado for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This Participating Addendum may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. 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:	Dave Rothauser
Address:	1 Canon Park, Melville, NY, 11747
Telephone:	631-330-5443
Email:	ISGBIDADMIN@CUSA.CANON.COM



**COPIERS AND MANAGED PRINT
SERVICES**

Led by the State of Colorado

Participating State

Name:	Kelli Sizenbach
Address:	1305 E. Walnut St, 3 rd Floor, Des Moines, IA 50319
Telephone:	515-725-2275
Email:	Kelli.sizenbach@iowa.gov

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

Participating State 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.

a) **State specific terms and conditions:**

Payment Terms: Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a minimum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Reports: The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

Discounts: The Contractor's stated prices on the Contractor's approved State of Iowa NASPO ValuePoint Master Agreement web site shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint Master Price Agreement and by Participating State by signing this Participating Addendum. The stated discounts are considered to be the minimum discount offered. The Contractor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

Affirmative Action: The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal,



COPIERS AND MANAGED PRINT SERVICES
Led by the State of Colorado

state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

Administrative Fees: Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:
State of Iowa- CAS/Central Procurement Enterprise
Attention: DAS-CPE COO
1305 E. Walnut St.
Des Moines, IA 50319

Schedule:

Quarter Ending	Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

- b) **Supplemental Documents:** The Contractor's Supplemental Documents are attached to the Master Agreement as **Attachment A through Attachment H**. Each Purchasing Entity is responsible for negotiating the terms and conditions of each of these documents, if they so choose. The Lead State has only negotiated the language to the extent it aligns with the Master Agreement Terms and Conditions; however, any further negotiations are at the discretion and responsibility of the Purchasing Entity.
- c) **Authorized Dealers:** All Contractor approved Dealers are listed in **Exhibit D** of the Master Agreement (**Authorized Dealers by State**) and are approved to accept orders and provide sales, service support, and invoicing to participants under this Participating Addendum. The Contractor's Dealers' participation will be in accordance with the terms and conditions set forth in the Master Agreement.
- d) **Product Offerings:** The Contractor is authorized to provide Products as referenced in this Participating Addendum, and as detailed in **Section 4.3, Product Offerings**, of the Master Agreement. Purchasing Entities shall give additional consideration to the following offerings available under this Participating Addendum:
- **Third-Party Software**
 - **Consumable Supplies**
 - **Open Market Items**
 - **Emerging Technologies**
 - **Remanufactured Equipment – May only be purchased by political subdivisions. State of Iowa agencies may not purchase remanufactured equipment.**
- e) **Service Offerings:** The Contractor is authorized to provide Services as referenced in this Participating Addendum, and as detailed in **Section 4.4, Service Offerings**, of the Master Agreement. Purchasing Entities shall give additional consideration to the following offerings available under this Participating Addendum:
- **Managed Print Services – Exhibit C** of the Master Agreement (**Sample MPS Statement of Work**), provides a framework for any ensuing MPS engagement. Prior to any commencement, all MPS engagements must be agreed to and signed by both Purchasing Entity and Contractor.
 - **Maintenance Agreements:**
 - Automatic renewals are not permitted under the Master Agreement
 - The Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet
 - **Manual Meter Reads** - As part of its Services, The Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring. This may allow for automated meter

COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades

- **Customer-Owned Equipment**
 - **Lease or Rental Equipment**
 - **Legacy Equipment**
 - **Service Requirements** – Purchasing Entities may negotiate their own Service Level Agreement (SLA) with the Contractor; however, the minimum requirements are outlined in **Section 4.4.3(b)** of the Master Agreement. Additional consideration should be given to the following:
 - **Service Level Calculations**
 - **Reporting**
- f) Purchase and Lease Programs:** Per **Section 4.5** of the Master Agreement the Contractor is authorized and/or required to provide and adhere to the following:
- **Acquisition Methods** – Purchasing Entities should determine which options they will allow from the following methods available under this Participating Addendum:
 - Purchase
 - Straight Lease
 - Short-Term Lease
 - **\$1 Buyout Lease and FMV Lease Options – Can only be used by political subdivisions. State of Iowa agencies cannot use the \$1 buyout lease option.**
 - **Leasing and Rental Terms and Conditions** – Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, and as negotiated by the Purchasing Entity.
- g) Security Requirements:**
- Per **Section 4.6.2, Sensitive Information**, of the Master Agreement, the Participating State or Entity shall define “sensitive information” in their Participating Addendum. “**Sensitive Information**” means all information, data, materials, or documents (including Confidential Information and Personal Data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the State, State Users, or Users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to this Agreement in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Vendor in connection with any Customer-Owned Deliverables provided hereunder and all originals and copies of any of the foregoing.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

- Per **Section 4.6.5, Hard Drive Removal and Surrender**, of the Master Agreement, the Purchasing Entity shall determine which hard drive disposal options they will require.

- h) **Inspection and Acceptance:** Per **Section 4.10.3** of the Master Agreement, confirmation of Product Acceptance occurs upon signature of **Exhibit B (Sample D&A Certificate)**, or within five (5) Business Days after Product install, unless otherwise stated in a Participating Addendum.

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.

- i) **Warranty Requirements** – The Contractor must adhere to the warranty requirements as outlined in **Section 4.11** of the Master Agreement.

5. **Orders:** Any order placed by a 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.

Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by Contractor and the Participating State. 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 subject to NASPO ValuePoint Contract #140595 & State Contract #20083" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, Short Term or \$1 Buyout lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

6. **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.

COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

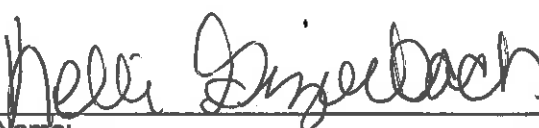
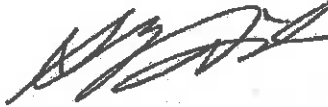
NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing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

7. **Showroom Equipment:** Upon request by a Political Subdivision only, 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.

8. **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.

COPIERS & MANAGED PRINT SERVICES
 Led by the State of Colorado

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

Participating State: State of Iowa	Contractor: Canon USA, Inc.
Signature: 	Signature: 
Name: Kelli Sizenbach	Name: Shinichi Yoshida
Title: Purchasing Agent	Title: Executive Vice President + GM, BKG
Date: 10/10/19	Date: 10/9/19

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.]