

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
MARY MENDOZA

May 18, 2022

VICE MAYOR
HECTOR A. PACHECO

COUNCILMEMBER
SYLVIA BALLIN

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
CELESTE T. RODRIGUEZ

RFP FOR CITYWIDE COPIER UPGRADE PROJECT RESPONSE TO QUESTIONS ADDENDUM NO. 1

Question No. 1: I was wondering if we can have a walkthrough to see where the existing copiers are located and the space around them?

Response No. 1: If the vendor desires, all photocopiers are located throughout the City at City Hall, Public Works City Yard, Las Palmas Park, San Fernando Recreation Park, and the Police Department.

Question No. 2: I noticed that all the copiers even the small ones require "Finisher, Collating, Stapling, Auto Contrast, 2 and 3 Hole Punch, Page numbering", Can you verify?

Response No. 2: The minimum equipment requirements and features for the Small Volume printer has been slightly revised, please see below:

SMALL VOLUME EQUIPMENT (QTY 2, B&W)	
Locations: Police Department (Records / Dispatch Back Up & Report Writing Room)	
Copy Speed	20-45 Copies per Minute
Scanner Speed	30 Copies per Minute
Document Feeder	Reversing/Duplexing Auto Document Feeder (RADF)/(DADF)
Duplex	Automatic
Maximum Size Original	8 ½" x 11"
Multiple Copies	0-99 minimum
Paper Supply Capacity	500 Sheets (8½" x 11")
Number of Paper Drawers	3 (Various Paper Sizes)
Other Required Features	Collating
Copy Volume per Month	5,000-10,000 Copies

CITY CLERK
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1204

WWW.SFCITY.ORG

Question No. 3: "Vendor shall provide at least two extra toner cartridge for each machine for staff to keep on hand." - Our MFPs come with full supplies not starter supplies. On color MFPs we have 4 toners. Are you asking for 8 for each and if we provide all color models then 8x14 = 112 toners.

RFP FOR CITYWIDE COPIER UPGRADE PROJECT

RESPONSE TO QUESTIONS

ADDENDUM NO. 1

Page 2 of 3

Response No. 3: The City is requesting ten (10) color printers and four (4) black/white only printers. At a minimum, each printer should have one extra toner on hand (black and color).

Question No. 4: Can you provide the current Canon models?

Response No. 4: The current Canon models can be found below:

- IRADV400IF
- IRADV4245
- IRADVC250
- IRADVC5535I
- IRADVC7570I
- IRADVC250
- IRADV400IF

Question No. 5: Can you provide a Copy of the Current contract and costs?

Response No. 5: Please see Exhibit "A" for the current costs

Question No. 6: Can we provide an alternate model for your low volume units?

Response No. 6: Yes, if necessary, please provide an alternate model.

Question No. 7: Will it be our responsibility to remove and ship back the old equipment, or is this the responsibility of the current supplier?

Response No. 7: The City will confirm with the current supplier. Please propose a line item with the cost.

Question No. 8: For the medium and/or small volume units, will you accept inner staple finishers or do you prefer console finishers at the side of the devices?

Response No. 8: Inner staple finisher is acceptable for medium volume unit. Please refer to Response No. 2 for small volume units.

Question No. 9: Page 5 under A.1. Unit Quantities. This section states that "the City reserves the right to increase or decrease the number of units depending on the City's needs/requirements." Can you expand on this? Can you provide anticipated (or historical) number of units over the term that would increase or decrease?

Response No. 9: The City is requesting upgrades to fourteen (14) printers throughout the City. The City cannot determine an increase or decrease in the future at this time.

RFP FOR CITYWIDE COPIER UPGRADE PROJECT

RESPONSE TO QUESTIONS

ADDENDUM NO. 1

Page 3 of 3

Question No. 10: Page 8-9, Method of Selection and Notices. Are the bulleted selection criteria equally weighted? If not, can you provide the weighting?

Response No. 10: Bullet points are listed by highest to lowest priority:

1. Cost Effectiveness
2. Potential to benefit the City
3. Responsiveness to City's issues
4. Completeness and Comprehensiveness
5. Experience of the firm providing similar services to other municipalities
6. Quality of proposed staff

Question No. 11: Can I request a copy of the existing lease agreements and monthly B&W and Color service volumes for the Sharp equipment currently installed at the City of San Fernando.

Response No. 11: Please refer to Exhibit "A".

Question No. 12: Is the City of San Fernando willing to accept a 5 year (60 Mo.) lease as an exception to the RFP in order to reduce the payment amount per month?

Response No. 12: Yes.

Question No. 13: On Page 6 of the RFP - A. Required Equipment, 5. Capabilities, i) Equipped with Optical Character Recognition (OCR) software, which allows users to convert scanned documents into editable file formats including Microsoft Word and Excel. Does the City of San Fernando require the ability to scan to Excel? Or will scan to Office Open XML (PowerPoint, Word) be sufficient?

Response No. 13: Office Open XML will suffice.



IMAGE2000

Technology • Document Management • Consulting

26037 Huntington Lane Santa Clarita, CA 91355

P: 818.781.2200 F: 818.781.8314



CONTRACT INVOICE

Exhibit "A"

Invoice Number: 502114

Invoice Date: 2/21/2022

Account Number:

Balance Due: \$1,247.07

Bill To: City of San Fernando City Hall
Ismael Aguila
117 Macneil St.
San Fernando, CA 91340
USA

Customer: City of San Fernando City Hall
117 Macneil St.
San Fernando, CA 91340

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
	Net 10 Days	3/3/2022	\$ 1,247.07	\$ 1,247.07	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
	Julian Venegas (818) 898-1290	\$ 1,206.94		2/19/2021	2/18/2022
Contract Remarks					
Full M/A includes: labor, parts, toner, and waste tanks.Allocated toner for this contract is based on the manufacturer's yield. Any excess toner will be billable.					

Summary:

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 1/19/2022 to 2/18/2022 overage period	\$1,206.94 **
	\$1,206.94

**See overage details below

Detail:**Equipment included under this contract****SHARP/MX-4111N**

Number	Serial Number	Base Adj.			Location				
EQ20796				\$0.00	City of San Fernando 505 S. Huntington St. San Fernando, CA 91340				
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	B/W Meters	334,192	334,245		53	0**	53	0.016900	\$0.90**
Color	Color Meters	110,259	110,458		199	0**	199	0.087900	\$17.49**
** Allocated amount from meter group									\$18.39
Number	Serial Number	Base Adj.			Location				
EQ20797				\$0.00	City of San Fernando - Recreation Services 208 Park Ave. San Fernando, CA 91340				
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	B/W Meters	372,386 *	373,809 *		1,423	0**	1,423	0.016900	\$24.05**
Color	Color Meters	123,394 *	124,210 *		816	0**	816	0.087900	\$71.73**
* Estimated meter reading									\$95.78
Number	Serial Number	Base Adj.			Location				
EQ20798				\$0.00	City of San Fernando City Hall 117 Macneil St. San Fernando, CA 91340				
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	B/W Meters	302,957	304,733		1,776	0**	1,776	0.016900	\$30.01**
Color	Color Meters	795,666	799,150		3,484	0**	3,484	0.087900	\$306.24**
** Allocated amount from meter group									\$336.25

**IMAGE2000**

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26037 Huntington Lane Santa Clarita, CA 91355

P: 818.781.2200 F: 818.781.8314

CONTRACT INVOICE**Invoice Number:** 502114**Invoice Date:** 2/21/2022**Account Number:****Balance Due:** \$1,247.07

Bill To: City of San Fernando City Hall
Ismael Aguila
117 Macneil St.
San Fernando, CA 91340
USA

Customer: City of San Fernando City Hall
117 Macneil St.
San Fernando, CA 91340

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
	Net 10 Days	3/3/2022	\$ 1,247.07	\$ 1,247.07
Invoice Remarks				

Number	Serial Number	Base Adj.			Location				
EQ20799		\$0.00			City of San Fernando - Las Palmas Park 505 S. Huntington St. San Fernando, CA 91340				
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	B/W Meters	262,205	264,144		1,939	0**	1,939	0.016900	\$32.77**
Color	Color Meters	112,780	117,336		4,556	0**	4,556	0.087900	\$400.47**
** Allocated amount from meter group									\$433.24

SHARP/MX-M283N

Number		Serial Number		Base Adj.		Location			
EQ20815				\$0.00		City of San Fernando Public Works City Yard 120 Macneil Street San Fernando, CA 91340			
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	B/W Meters	246,618	248,351		1,733	0**	1,733	0.016900	\$29.29**
** Allocated amount from meter group									\$29.29

SHARP/SHARP MX-M753N

Number	Serial Number			Base Adj.	Location				
EQ20794				\$0.00	City of San Fernando City Hall 117 Macneil St. San Fernando, CA 91340				
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	B/W Meters	1,110,758	1,128,154		17,396	0**	17,396	0.016900	\$293.99**
** Allocated amount from meter group									\$293.99



IMAGE2000

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26037 Huntington Lane Santa Clarita, CA 91355

P: 818.781.2200 F: 818.781.8314

CONTRACT INVOICE

Invoice Number: 502114

Invoice Date: 2/21/2022

Account Number:

Balance Due: \$1,247.07



Bill To: City of San Fernando City Hall
Ismael Aguila
117 Macneil St.
San Fernando, CA 91340
USA

Customer: City of San Fernando City Hall
117 Macneil St.
San Fernando, CA 91340

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
	Net 10 Days	3/3/2022	\$ 1,247.07	\$ 1,247.07
Invoice Remarks				

Overage Details

Meter Group	Total Copies	Covered Copies	Billable	Rate	Total	
B/W Meters	24,320	0	0	24,320	\$0.016900	\$411.01
				Base Amount:		\$0.00
						\$411.01
Meter Type	Equip. Number	Serial Number	Begin	End	Copies	
B\W	EQ20794		1,110,758	1,128,154	17,396	
B\W	EQ20796		334,192	334,245	53	
B\W	EQ20797		372,386	373,809	1,423	
B\W	EQ20798		302,957	304,733	1,776	
B\W	EQ20799		262,205	264,144	1,939	
B\W	EQ20815		246,618	248,351	1,733	
Meter Group	Total Copies	Covered Copies	Billable	Rate	Total	
Color Meters	9,055	0	0	9,055	\$0.087900	\$795.93
				Base Amount:		\$0.00
						\$795.93
Meter Type	Equip. Number	Serial Number	Begin	End	Copies	
Color	EQ20796		110,259	110,458	199	
Color	EQ20797		123,394	124,210	816	
Color	EQ20798		795,666	799,150	3,484	
Color	EQ20799		112,780	117,336	4,556	
Total Grouped Overage Charges:					\$1,206.94	
Total Grouped Base Charges:					\$0.00	
Total Meter Group Charges:					\$1,206.94	

PROCESSED FOR PAYMENT

DATE 03/09/22

WARRANT DATE 03/21/22

DEPARTMENT RCS

FINANCE APPROVAL

"ONLY ORIGINALS ARE PROCESSED FOR PAYMENT"

Remit Payment To:
Image 2000, Inc.
26037 Huntington Lane
Santa Clarita, CA 91355

Invoice SubTotal	\$1,206.94
Tax:	\$40.13
Invoice Total	\$1,247.07
Balance Due:	\$1,247.07



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

MPS Consultant: Glen R. HitchensSalesperson: Paul CohenOrder Date: 01 / 05 / 17

MANAGED PRINT SERVICES AGREEMENT

Customer Name ("You"): <u>City of San Fernando Police Dept</u>		
Billing Address: <u>910 First Street</u>		
City: <u>San Fernando</u>	County: _____	
State: <u>CA</u>	Zip: <u>91340</u>	Phone #: <u>818-898-1255</u>
Contact: <u>Lt. Christian Colelli</u>		Fax #: _____
Email: <u>ccolelli@sfcity.org</u>		

Initial Term: <u>12</u> months
Requested Start Date: <u>01 / 15 / 17</u> (no sooner than 10 days after contract order date and completion of Schedule A, Schedule A-MICR or B and submission of a printed configuration page for each printer)
Do you require a P O for payment? Yes _____ No <u>X</u>
Is there a statement of Work ("SOW") covering additional services? Yes _____ No <u>X</u>
Note: Charges for additional services are billed separately

The Printers covered under this Agreement are listed on Schedule A, Schedule A-MICR, and/or Schedule B

Coverage Plan	Consumables
<input type="checkbox"/> Per Unit <input checked="" type="checkbox"/> Fleet	<input checked="" type="checkbox"/> Inclusive <input type="checkbox"/> Exclusive

The initial price for Equipment listed on Schedule A and/or Schedule B is as follows

Estimated Quarterly Print Volume	Quarterly Base Charge	Per Image Charge (Fleet)	Toner Type
B & W		B & W	
	\$	\$ 0.023	<input checked="" type="checkbox"/> OEM <input type="checkbox"/> 3 rd Party

The initial price for Equipment listed on Schedule A-MICR is as follows

Estimated Quarterly Print Volume	Quarterly Base Charge	Per Image Charge (Fleet)	Toner Type
B & W		B & W	
	\$	\$ 0.	<input type="checkbox"/> OEM <input checked="" type="checkbox"/> 3 rd Party

TERMS AND CONDITIONS

- 1. TERM.** The Managed Print Services (MPS) shall begin on the Start Date and continue for the initial term specified above. The initial term shall renew for successive 12 month renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then current term.
- 2. CHARGES.** Base charges shall be billed in advance and per image charges shall be billed in arrears on a quarterly basis. Invoices shall be due and payable within thirty days of the invoice date. Applicable taxes shall be added to the charges. If payments are late, CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or ten dollars (\$10) for each billing period or portion of a billing period such payment is delayed as reasonable collection fees, not to exceed the maximum amount permitted by law. CSA reserves the right to increase the prices above at any time during the Term to reflect increased costs upon thirty (30) days written notice to you. The charges are subject to an annual increase on each anniversary of the start date. If you have selected the Fleet Coverage Plan, the Base Charge, Covered Images and Per Image Charges noted above shall apply to all of the Equipment on the Schedule. If you have selected the Per Unit Coverage Plan, the Base Charge, Covered Images and the Per Image Charges for each unit shall be reflected on the Schedule.
- 3. PRIOR ASSESSMENT.** Under a prior agreement, CSA has performed a network and system discovery analysis of your IT environment in which services are to be rendered under this Agreement. Under the prior agreement, CSA has used certain discovery tools to identify the components and conditions of your IT environment.
- 4. COVERED PRINTERS.** This agreement is intended to provide services for your entire fleet of printers however certain models of printers may not be eligible for services under this contract due to age, geographic location or other reasons determined by CSA. At CSA's discretion, the ineligible printers may be placed under a Standard Plan and identified on the associated schedule (Schedule B) and shall only receive toner cartridges and monitoring services. The Premier scope of services as defined in Paragraph 7 covers only the printers identified on the associated schedule (Schedule A or Schedule A-MICR). The parties may agree to add or remove printers from time to time during the Term by mutual execution of a CSA MDS Change Order. Customer shall provide CSA a standard device configuration sheet showing the start meter reading of the added printer(s) as of the start date of this contract. Otherwise, CSA may compute a start reading for the printer(s) utilizing the current meter reading and subtracting an estimated monthly volume per printer, as determined by CSA. In the event Customer acquires additional devices subsequent to the start date of this Agreement, the start meter shall be zero. If the quantity of printers changes during the Term from the original quantity listed on Schedule A, Schedule A-MICR or Schedule B, CSA reserves the right to adjust the pricing accordingly.
- 5. YOUR RESPONSIBILITIES.** As a condition precedent to CSA's duties:
 - (a) The Printers shall be in good working condition on the Start Date (as determined solely by CSA in its reasonable discretion).
 - (b) You shall provide CSA with an accurate location and printed configuration page for each printer placed under this Agreement. You shall notify CSA if you relocate any printers from the address indicated on Schedule A, A-MICR, B or any related Change Order.
 - (c) You shall use only CSA-approved parts and supplies for the Printers.
 - (d) You shall have proper electrical and network connections and install and use CSA approved surge protector(s) where appropriate.
 - (e) You shall provide a Key Operator responsible for designated duties in the operator's manual and insure that the proper supplies are being installed and/or used correctly with the Printers.
 - (f) You are solely responsible for security of your electronic and other data.
 - (g) You must install and keep the DCA installed on your network for networked devices and locally for non-networked devices throughout the Term of this Agreement. If the DCA does not communicate with CSA, you agree to provide manual meter readings upon request.
 - (h) You agree that CSA may use estimated meter readings if it does not receive timely meter reading on any Printers covered by this Agreement.
 - (i) You shall utilize the CSA ordering procedures for adding or deleting printers and ordering Toner Cartridges. You acknowledge that CSA will not deliver services or toner for printers not listed on Schedule A, Schedule A-MICR, Schedule B or any related Change Order until you complete the proper ordering procedure to add the printer to the Agreement.
 - (j) You shall provide timely meter readings for any printer not connected to the DCA for any reason.

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

Subject to the terms and conditions of this Agreement and any listed Statement of Work above, CSA agrees to provide (i) Managed Print Services for the Printers listed in Schedule A, Schedule A-MICR and if applicable, (ii) toner cartridges for the Printers listed in Schedule B of this Agreement or in any future Change Order related to this Agreement (the Printers) at the charges stated herein or therein

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MANAGED PRINT SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY SCHEDULE(S) OR ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature: _____

Printed Name: ANTHONY VARRATitle: POLICE CHIEFDate: 1/20/17

ADDITIONAL TERMS AND CONDITIONS

These are the additional terms and conditions referred to on page 1 to which they are attached (such page 1, and any addendum(s) hereto, collectively with these terms and conditions, the Agreement).

6. CSA RESPONSIBILITIES

(a) CSA will tag each Printer initially listed on Schedule A, Schedule A-MICR or Schedule B with a CSA Service tag indicating serial # and CSA contact information. (b) If you have selected Consumables Inclusive, Printers listed on Schedule A, A-MICR and B are provided replenishment of Original Equipment Manufacturer (OEM) or 3rd Party manufactured toner cartridges, as indicated on Page 1, for exclusive use with the Printers specified on Schedule A, A-MICR and B. The pricing in this agreement is based upon 5% toner coverage for black & white and 20% for color letter size pages. You agree that CSA may invoice you for excess usage in the event your actual toner usage exceeds these assumptions by more than 10%. Excess toner charges shall be computed using the expected print volume (EPV) minus the actual print volume reported. The EPV = actual number of cartridges shipped x the toner yield per cartridge x 90%. You shall bear all risk of loss, theft or damage to unused toner cartridges provided to you under this Agreement, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. (c) CSA will perform an initial walkthrough of Customer locations covered under this Agreement. Customer shall identify each networked and non-networked device to be covered under this agreement. CSA will deliver, install, configure and test its network Data Collection Agent (DCA) with your IT staff assistance. CSA will perform a one-time installation of its local DCA to non-networked devices with the assistance of your IT staff however it will be your responsibility to re-install any local DCA if necessary. CSA will provide all technical support, updates and maintenance for the DCA. (d) You acknowledge that CSA's ability to deliver the services is dependent upon your full and timely cooperation with CSA, as well as the accuracy and completeness of the information provided by you to CSA. If, during the initial three (3) months of the Term, the assumptions used to develop the pricing and any related Statement of Work is found to be incorrect or misstated, the parties agree to meet and in good faith negotiate equitable changes in the scope of work and associated charges. You agree to follow the detailed operational procedures which are explained in the MDS Customer Expectation Document which you hereby acknowledge receipt of at the time of executing this agreement.

7. SERVICES. YOU SHALL RECEIVE THE SERVICES DESCRIBED IN THIS PARAGRAPH 7 ONLY FOR THE EQUIPMENT LISTED ON A SCHEDULE A, SCHEDULE A-MICR, CHANGE ORDER FORM A, OR CHANGE ORDER FORM A-MICR. Such services are subject to the exclusions hereinafter described.

7.1 COVERED SERVICES.

(a) CSA shall provide all routine preventive maintenance, maintenance kits and emergency service necessary to keep the Printers in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).

(b) You shall afford CSA full, free and safe access to the Printers to perform on-site service. CSA may terminate its maintenance obligations as to any Printers if you relocate it to a site outside CSA's authorized service territory. If, in CSA's opinion, any Printers cannot be maintained in good working order through CSA's routine maintenance services, CSA shall, at its option, either (i) substitute comparable Printers at your expense or (ii) cancel the balance of any remaining term of this Agreement as to such Printers and refund the unearned portion of any prepaid charges hereunder. Parts replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein.

7.2 NON-COVERED SERVICE. You acknowledge that CSA shall not have obligations related to i) overhauls and/or reconditioning of printers; ii) printer user errors; (iii) the alteration, modification or customization of any software controlling, used by, installed on or embedded in the Printers; (iv) the service or repair of devices, accessories, power, data or communication lines or other instruments which are external to or otherwise not a component part of the Printers; (v) data erasure or hard drive removal or (vi) supplying external communications or data transfer lines, paper or other throughput, staples, cassettes, exit trays or other like items or supplies (other than toner cartridges as defined in section 3) used or consumed in the normal operations of the Printers (Excluded Items). The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item other than toner; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Printers; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; transportation of the Printers; accident; use of the Printers with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) re-installation or relocation of Printers; (d) repairs to or realignment of Printers, and related training, necessitated by changes you made to your system configuration or network environment; (e) repairs or service required as a result of inadequate operation of the Printers (e.g., CSA technician is dispatched to rectify a problem described in the operator manual); (f) work which you request to be performed outside of CSA's regular business hours.

8. LIMITED WARRANTY. CSA's services shall be performed in a good and workmanlike manner consistent with generally prevailing industry practices, and all parts and materials provided by CSA shall be free from defects in materials or workmanship, for a period of thirty days after the date of installation. This limited warranty excludes normal wear and tear on parts or components thereof and Printer problems arising from or related to Excluded Items, misuse, abuse, neglect, accident or improper maintenance (other than services performed by CSA) and shall be null and void if you or any third party alters or modifies the Printers in any manner after CSA repairs or services the Printers.

9. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment (Data). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of its affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if

found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an available option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 9 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

10. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE PRINTERS AND SOFTWARE (OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA). YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE PRINTERS, SOFTWARE (OR METER COLLECTION METHODS). CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may terminate this Agreement upon your default with thirty (30) days notice to you. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus the remaining base charges for the balance of the term (not to exceed a period of 6 months). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

12. TERMINATION. Either party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party. CSA may also terminate this Agreement upon five (5) days written notice in the event of your failure to pay compensation due hereunder. Should you terminate this Agreement prior to the expiration of the Term other than for a material, uncured breach by CSA, you shall immediately pay to CSA an early termination fee equal to the average monthly billing to date and any excess toner charges per Section 6(b). Early termination charges are due in full immediately with the written termination notice, and are intended as a reasonable estimate of the anticipated damages to CSA arising from set-up, personnel training and similar costs. Your termination will not be effective until the early termination fee and any excess toner charges are paid in full. Any rights or remedies of either party existing prior to or as of the date of termination, such as for compensation, shall survive any termination or expiration of this Agreement. You shall promptly return, or permit CSA to remove, any Printers, parts, software or supplies owned, controlled or licensed by CSA.

13. CHOICE OF LAW AND FORUM. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY CLIENT AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

14. MISCELLANEOUS. This Agreement shall be binding upon you when you sign this Agreement, and shall be binding upon CSA upon commencement of the covered services. CSA is and shall at all times be an independent contractor and shall not be deemed an employee or agent of you. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties. This Agreement and the attached exhibits contain the complete agreement between the parties and shall, as of the Effective Date hereof, supersede all other agreements, if any, between the parties relating to the services provided hereunder. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representation as are specifically set forth herein. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. All provisions of this Agreement including Section 9, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. A failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Headings are for convenience only and shall not be considered in the interpretation of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.



WSCA-NASPO Master Agreement Terms and Conditions

A Contract for the WSCA-NASPO Cooperative Purchasing Program (WSCA-NASPO)
Acting by and through the State of Nevada (Lead State)

Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701

Contact: Shannon Berry, Assistant Chief Procurement Officer
Phone: (775) 684-0171 • Fax: (775) 684-0188
Email: sberry@admin.nv.gov

and

Canon USA
1 Canon Park
Melville NY 11747

Contact: Mike Hurley, Supervisor, Contract Admin
Phone: (631) 330-3613 • Fax: (631) 330-5459
Email: mhurlev@cusa.canon.com

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) These WSCA-NASPO Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work specific to Participating Entity;
- (5) The Solicitation, RFP 3091 Copiers, Printers and Related Devices (Attachment AA);
- (6) Negotiated Items (Attachment BB); and
- (7) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State (Attachment CC).

• Awarded: Groups A, B, C, D, and F

- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

3. Term of the Master Agreement

The initial term of this Master Agreement is for five (5) years; effective upon execution through December 31, 2019. Placements made using the authority provided by this Contract will survive the Contract itself, per terms stated in Section 3.3.10 Survivability of the RFP #3091.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least ninety (90) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any

adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

- a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality; (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable

Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

- c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Master Agreement; or
 - (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar

officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - (1) Exercise any remedy provided by law; and
 - (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
 - (3) Impose liquidated damages as provided in this Master Agreement; and
 - (4) Suspend Contractor from being able to respond to future bid solicitations; and
 - (5) Suspend Contractor's performance; and
 - (6) Withhold payment until the default is remedied.
- d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate

item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

- b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

- a. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.
- b. **Indemnification - Intellectual Property.** The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) Specified by the Contractor to work with the Product; or
 - (c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) It would be reasonably expected to use the Product in combination with such product, system or method.
- (2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their

purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
 - (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insured's, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.
- e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating

Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- I. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

- a. Master Agreement number and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

- i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement. Placements made using the authority provided by this Contract will survive the Contract itself, per terms stated in Section 3.3.10 Survivability of the RFP #3091.

22. Participants

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.
- d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school

districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

- e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.
- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

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 45 days the Contractor may assess overdue account charges up to a maximum 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.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

- a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

27. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment P.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.
- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance.

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of a minimum of 90 days from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and

remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. System Failure or Damage

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. WSCA-NASPO eMarket Center

- a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center. Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.
- b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:
 - (1) Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

- (2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**
- (a) **Hosted Catalog.** By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data within five days of approval from the Lead State of product updates to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
- (b) **Punch-Out Catalog.** By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update as needed, to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
- d. **Revising Pricing and Product Offerings:** Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per month. The following conditions apply with respect to hosted catalogs:
- (1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).
- (2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
- e. **Supplier Network Requirements:** Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can

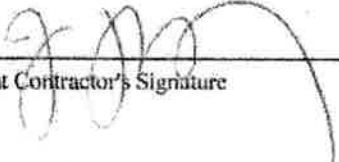
be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

- f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
- (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
 - (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and
 - (3) The Catalog must include a Lead State contract identification number; and
 - (4) The Catalog must include detailed product line item descriptions; and
 - (5) The Catalog must include pictures when possible; and
 - (6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.
- g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
- h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.
- i. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

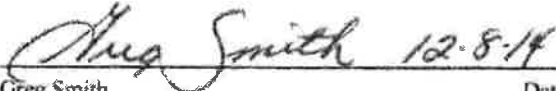
- j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.
- k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor Approval:

 Senior Vice President & General Manager
Independent Contractor's Signature Date Independent's Contractor's Title

State of Nevada (Lead State) Approval:

 12-8-14 CPO, NV State Purchasing Administrator
Greg Smith Date

Approved as to form by:

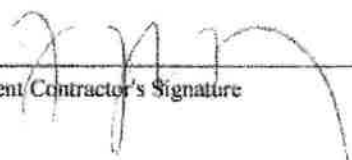
 On 7 Dec 14
Nevada Deputy Attorney General for Attorney General (Date)

Attachment BB**Negotiated Items**

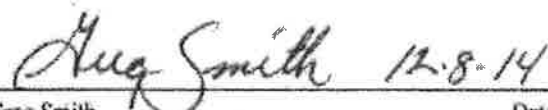
1. Additional Cost for hard drive removal and surrender must be disclosed to the Customer prior to the negotiation and signing of a lease or rental agreement.
2. Models added to a segment within an awarded Group must match or exceed the minimum discount proposed in the awarded Group.
3. Contractor is to negotiate SLA with each Participating Entity at time of initiating the Participating Addendum. Attachment O of RFP 3091 (Attachment AA) is meant to be a model Service Level Agreement only.
4. Attachment CC - Contractors Response:
 - a. Exceptions E1 through E5 noted on Attachment B were not acceptable by The State and WSCA-NASPO.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor Approval:

	Senior Vice President & General Manager
Independent Contractor's Signature	Independent's Contractor's Title
Date	

State of Nevada (Lead State) Approval:

	CPO, NV State Purchasing Administrator
Greg Smith	
Date	



PROCUREMENT DIVISION
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

COOPERATIVE AGREEMENT USER INSTRUCTIONS SUPPLEMENT #3

Important Note: Supplement #3 replaces and supersedes the previous User Instructions dated 6/22/2016

ISSUE AND EFFECTIVE DATE: 10/11/2016		
TITLE/DESCRIPTION:	Copiers, Printers and Related Devices (NASPO ValuePoint)	
CONTRACT NUMBER(S):	7-15-70-23	Canon U.S.A., Inc.
	7-15-70-24	Konica Minolta Business Solutions USA, Inc.
	7-15-70-25	Ricoh USA, Inc.
	7-15-70-26	Sharp Electronics Corporation
	7-15-70-27	Xerox Corporation
	7-15-70-29	Toshiba America Business Solutions, Inc.
CONTRACT TERM:	Various through 12/31/2019	
CONTRACT CATEGORY:	IT Goods and Services	
MAXIMUM ORDER LIMIT:	Unlimited	
FOR USE BY:	State and Local Governmental Agencies (See Section B)	
DGS-PD CONTRACT INFORMATION WEBSITE:	http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO/Copiers2.aspx	
STATE CONTRACT ADMINISTRATOR:	Cynthia Okoroike (916) 375-4389 cynthia.okoroike@dgs.ca.gov	

Ordering Agencies are instructed to carefully review these User Instructions in its entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instructions Supplement.

Notice to State Departments:

Products and/or services on these cooperative agreements may be available on Mandatory Statewide Contracts. If this is the case, the use of these cooperative agreements is restricted unless the State department has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Statewide Contracts are listed at <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This restriction does not apply to local governmental agencies.

ORIGINAL SIGNED

10/11/2016

Cynthia Okoroike, State Contract Administrator

Date

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

TABLE OF CONTENTS

	<u>PAGE</u>
A. SCOPE AND OVERVIEW	4
B. CONTRACT AVAILABILITY	4
C. CONTRACT TERM	4
D. CONTRACT ADMINISTRATOR	5
E. CONTRACT INFORMATION	5-6
F. CONTRACT USAGE/RULES	6-7
G. ORDERING PROCEDURES	7-8
H. INVOICING AND PAYMENT	8-9
I. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE	9
J. ATTACHMENT A	10 - 15

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

SUMMARY OF CHANGES		
Supplement No.	Revision Description	Effective Date
3	<p>User Instructions Supplement #3 replaces and supersedes the previous User Instructions version (dated 6/22/16).</p> <p>Supplement #3 incorporates the following changes:</p> <ul style="list-style-type: none">• Updated the user instructions throughout to include new and revised information• Added new Contractor contract Manager for Ricoh USA, Inc.	10/11/2016

For copies of previous User Instructions versions, please contact the State Contract Administrator listed in section 2 D.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

A. SCOPE AND OVERVIEW

The Department of General Services, Procurement Division (DGS-PD) has established California Participating Addendum contracts with individual Contractors (as noted on page 1) for use of the NASPO ValuePoint Copiers, Printers and Related Devices Master Agreements executed by the State of Nevada.

These California Participating Addendums provide State departments and local governmental agencies the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the individual California Participating Addendums. Attachment A identifies specific California Participating Addendum information and awarded product/service categories by Contractor.

Note: Throughout this document, "California Participating Addendum" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

B. CONTRACT AVAILABILITY

1. State Departments

- a. Use of these agreements is non-mandatory for State of California departments.
- b. State departments are restricted from using these agreements for products and services available on Mandatory California Statewide Contracts. See Section E.3.a. (Restricted/Disallowed Products and Services) for more information.

2. Local Governmental Agencies

- a. Use of these agreements is optional for local governmental agencies.
- b. Local governmental agencies are defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges, empowered to expend public funds.
- c. Each local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.

C. CONTRACT TERM

The term for these California Participating Addendums is from the date of the State's approval through December 31, 2019, or upon termination by the State, whichever occurs first.

Note: Orders placed under these contracts shall be executed on or before the expiration date of the California Participating Addendum.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

D. CONTRACT ADMINISTRATOR

The State and the Contractor(s) have assigned contract administrators as single points of contact for problem resolution and related contract issues.

The State Contract Administrator contact for these agreements is:

Name: Cynthia Okoroike
Phone: (916) 375-4389
Fax: (916) 375-4663
E-Mail: cynthia.okoroike@dgs.ca.gov

Contractor contact information is outlined in Attachment A.




E. CONTRACT INFORMATION

1. Lead State Agreement (NASPO ValuePoint Base Contract)

The California Participating Addendums are based on some or all of the products, services and prices from the NASPO ValuePoint Copiers, Printers and Related Devices issued by the State of Nevada. Copies of the Nevada NASPO ValuePoint Master Agreements are available at:
<http://www.naspovaluepoint.org/#/contract-details/35/overview/general>

2. California Participating Addendum (Contract Document)

California Participating Addendum contracts and related documents are posted on the Cal eProcure website. To obtain copies:

- Go to Cal eProcure - State Contract Search
(<https://www.caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx>)
- Enter the Participating Addendum number in the *Contract ID* field and click Search ()
- Click View () to access Participating Addendum webpage.
- Click View () to download Participating Addendum attachments.

3. Available Products and Services

Product Groups include:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group C – Wide Format Devices
- Group D – Printers

Attachment A identifies specific California Participating Addendum information and awarded groups by Contractor.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

4. Restricted/Disallowed Products and Services (State Departments Only)

The following restrictions apply to all State departments. These restrictions do not apply to local governmental agencies unless the restriction is identified within the Nevada NASPO ValuePoint Master Agreement.

a. Products/Services available on Mandatory Statewide Contracts

Products and services available on Mandatory California Statewide Contracts cannot be purchased by State departments without an exemption. State departments shall obtain an exemption in accordance with the Statewide Contract User Instructions prior to issuing a purchase order under these agreements. For current printer and copier Statewide Contracts see the State Contracts Index Listing located at <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>.

5. Contractor Pricing

A Product and Service Schedule (PSS) containing contract product and pricing information is posted on each Contractors' dedicated website. Pricing is based on a discount off list price. Contractors may offer greater discounts and/or lower prices than those published in their PSS. Links to each Contractor's dedicated website and PSS are identified in Attachment A.

F. CONTRACT USAGE/RULES

1. Goods and Services

This Participating Addendum is for equipment and associated maintenance services.

2. Adherence to Applicable Laws (State Departments Only)

State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volumes 1, 2 and 3).

3. Purchase Authority (State Departments Only)

Prior to placing orders under these agreements, State departments must have been granted purchasing authority by DGS-PD for the use of cooperative agreements. The State department's current purchasing authority number must be entered in the appropriate location on each purchase document. State departments that have not been granted purchasing authority by DGS-PD may access the Purchasing Authority Application by contacting DGS-PD's Purchasing Authority Management Section by email at pams@dgs.ca.gov.

4. California Seller's Permit (State Departments Only)

California Seller's Permit information for each Contractor is identified in Attachment A. Prior to placing orders under these agreements, State departments should verify that permits are currently valid at www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

5. DGS Administrative Fee

Ordering agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractor(s) for use of these agreements.

G. ORDERING PROCEDURES

1. Contractor Selection Process

a. State Departments

State departments electing to use these agreements must select a Contractor using the Best Value Request for Offer (RFO) process outlined below:

- *Develop RFO* – Ordering Agency will develop a RFO which includes the following information, at a minimum:
 - All relevant Ordering Agency contact information necessary for the Contractor to respond to the RFO; and
 - A detailed specification or scope of work (SOW) for the products and services is required.
- *Solicit Offers* – Ordering Agency shall solicit offers from a minimum of three Contractors within the awarded product/service category.
 - If multiple Contractors are solicited and less than three offers are received, the Ordering Agency must document their file with the reasons why the other Contractors solicited did not respond with an offer.
 - Agencies may use State-approved Servicing Subcontractors (Authorized Dealers) for soliciting offers. See Section G(2) (Authorized Dealers) for agency requirements.
 - Orders valued less than \$5,000 may be executed without obtaining multiple offers if fair and reasonable pricing has been established and documented within the procurement file.
- *Determine Best Value* – Ordering Agency will review all responsive offers and select a Contractor based on best value, with cost as one of the criteria.
- *Document Results* – Ordering Agency must document the results of the best value RFO process within the procurement file including, but not limited to, Contractors that were contacted, recap of their offers, how the selection was made and criteria for determining "best value". Ordering Agencies have the option to use the Best Value Determination Worksheet or the agency's own form to document the results.
- *Issue Purchase Order* – Ordering Agency will issue purchase order document to the selected Contractor in accordance with Section G (3) (Purchase Order Form and Execution).

b. Local Governmental Agencies

Local governmental agencies may use the contractor selection process described in Section G (1.a) above or other process in accordance with their procurement policies and regulations.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

2. Authorized Dealers

- a. State-approved Authorized Dealers may provide offers, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from Ordering Agencies for products and associated services offered under the specific Contractor's California Participating Addendum.
- b. Ordering Agencies may only use State-approved Authorized Dealers for soliciting offers and order execution when:
 - Attachment A indicates if Authorized Dealers are available for use under the specific California Participating Addendum; and
 - The firm is identified on the Approved Authorized Dealer listing posted on the State's eProcurement website.
- c. If soliciting offers from Authorized Dealers, State departments must retain a copy of the State's Approved Authorized Dealer listing, for the individual California Participating Addendum, in the procurement file.
- d. All purchase order documents to Authorized Dealers must contain the California Participating Addendum Number and the prime Contractor's name as instructed in Attachment A.

3. Purchase Order Form and Execution

All Ordering Agency purchase order documents executed under these agreements must contain the applicable California Participating Addendum Number as shown in Attachment A. See Section G (2) for additional requirements when executing orders through Authorized Dealers.

a. State departments

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available on the DGS-PD website at <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard STD Forms).

b. Local Governmental Agencies

Local governmental agencies may use their own purchase order document in lieu of the State's purchase order form.

H. INVOICING AND PAYMENT

1. Payment Terms

Payment terms for these agreements are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

2. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

3. CAL-Card

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Section G.3 (Purchase Order Form and Execution) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual Volumes 1, 2 and 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

I. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

J. ATTACHMENT A

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information

California Participating Addendum (Contract) No.	7-15-70-23
Contractor Name	Canon U.S.A., Inc.
Term Dates	9/25/2015 through 12/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Groups)	Group A – Convenience Copiers Group B – Production Copiers Group C—Wide Format Group D – Printers
Contractor Website (Product and Pricing Information)	http://ebb.cusa.canon.com/portal/page/portal/sites/home?state_site=116
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	30625725
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Mike Hurley
Phone	(631) 330-3613
Fax	(631) 330-5459
Email	isgbidadmin@cusa.canon.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Canon U.S.A., Inc. One Canon Park Melville NY, 11747 (631) 330-3613 isgbidamin@cusa.canon.com
Ordering through State-Approved Authorized Dealers	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-15-70-24
Contractor Name	Konica Minolta Business Solutions USA, Inc.
Term Dates	8/5/2015 through 12/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Groups)	Group A – Convenience Copiers Group B – Production Copiers Group D – Printers
Contractor Website (Product and Pricing Information)	http://kmbs.konicaminolta.us/naspo3091
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	131921089
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Robin Craft
Phone	(916) 201-2004
Fax	(703) 506-1257
Email	rcraft@kmbs.konicaminolta.us
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Konica Minolta Business Solutions USA, Inc. Attn: KMBS Selling Branch or Dealer 500 Dayhill Road Windsor, CT 06096 (800) 456-5219 windorders@kmbs.konicaminolta.us
Ordering through State-Approved Authorized Dealers	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-15-70-25
Contractor Name	Ricoh USA, Inc.
Term Dates	8/5/15 through 12/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	Group A – Convenience Copiers Group B – Production Copiers Group C—Wide Format Group D – Printers
Contractor Website (Product and Pricing Information)	http://www.ricoh-usa.com/rmap/wsca/
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	222783521
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Jeff Jones
Phone	916/752-0535
Email	Jeff.T.Jones@ricoh-usa.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Ricoh U.S.A., Inc. 2890 Gateway Oaks Drive, Suite 150 Sacramento, CA 95833 Fax: 916/928-2928
Ordering through State-Approved Servicing Subcontractors (Authorized Dealers)	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-15-70-26
Contractor Name	Sharp Electronics Corporation
Term Dates	10/20/2015 through 12/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	Group A – Convenience Copiers Group B – Production Copiers
Contractor Website (Product and Pricing Information)	http://www.sharpgov.com/naspo/Home/tabid/2505/Default.aspx
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	11607572
CONTRACTOR CONTRACT MANAGER	
National Contract Manager	Craig Pulver
Phone	480/890-8163
Email	PulverC@sharpsec.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Sharp Electronics Corporation or Authorized Provider Per contact information located on the Sharp Web Portal http://sharpgov.com/naspo
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-15-70-27
Contractor Name	Xerox Corporation
Term Dates	9/5/2014 through 5/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	Group A – Convenience Copiers Group B – Production Copiers Group D – Printers
Contractor Website (Product and Pricing Information)	<u>www.portal.xerox.com/NASPO-California</u>
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	160468020
CONTRACTOR CONTRACT MANAGER	
National Contract Manager	Annie Van Gilder
Phone	(480) 588-8313
Email	<u>annie.vangilder@xerox.com</u>
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Xerox Corporation or Authorized Provider Per contact information located on the Xerox Web Portal <u>www.portal.xerox.com/NASPO-California</u>
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-15-70-29
Contractor Name	Toshiba America Business Solutions, Inc.
Term Dates	5/18/2016 through 5/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	Group A – Convenience Copiers
Contractor Website (Product and Pricing Information)	<u>http://toshibamedia.com/naspo/naspo_california.htm</u>
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	97600084
CONTRACTOR CONTRACT MANAGER	
National Contract Manager	Rick Jackson
Phone	949/462-6089
Email	<u>rick.jackson@tabs.toshiba.com</u>
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Toshiba America Business Solutions or Authorized Provider Per contact information located on the Toshiba Web Portal <u>http://toshibamedia.com/naspo/naspo_california.htm</u>
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

Subject: Fw: NASPO Documents - save this

From: himartinez@csa.canon.com (himartinez@csa.canon.com)

To: pcohen@csa.canon.com; tcooper@csa.canon.com; mleestma@csa.canon.com;
rigarcia@csa.canon.com; bschweinhagen@csa.canon.com; marmendez@csa.canon.com;

Cc: mloisides@cusa.canon.com;

Date: Tuesday, November 15, 2016 3:54 PM

Team:

Please save this email - contains the links to our contract

Thanks Maria for sending me this.

Our customers frequently ask for information on terms etc.

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|to file: |
|pic32569.gif)Canon |
|Solutions America, |
|Inc. |
|----->

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|-----|
|Hilda Perez Martinez
|Sales Manager, Major Account Team
|Government & Education
>-----

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|Canon Solutions America, Inc.
|1055 West Seventh Street, Suite 1600, Los Angeles, CA 90017
|
|www.csa.canon.com
|himartinez@csa.canon.com
|T 213.629.6762
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----- Forwarded by Hilda Perez Martinez/CBS/CanonAmericas on 11/15/2016
03:51 PM -----

From: Maria Kaperonis Loisesides/LosAngeles/CanonUSA@CANONUSA
To: Hilda Perez Martinez/CBS/CanonAmericas@CanonAmericas, Paul
Cohen/CBS/CanonAmericas@CanonAmericas
Date: 11/15/2016 03:43 PM
Subject: NASPO Documents

Hi Hilda,

As per your request, here are the NASPO links:

<http://www.wsca-naspo.org/#/contract-details/56/overview/general>

<http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO/Copiers2.aspx>

The first link is NASPO itself and the second is State of CA website.

Please let me know what else you need.

Thank you,
Maria

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|(Embedded image |
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|pic15986.gif)Canon |
|U.S.A., Inc. |
|----->

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|-----|
|Maria Loisesides
|State Account Executive
|
|FSD State Sales Division

|Business Imaging Solutions Group (BISG) |

>

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|Canon U.S.A., Inc. |

|15955 Alton Parkway, Irvine, CA 92618 |

|www.usa.canon.com |

|mloisides@cusa.canon.com |

|T 949.753.4000 C 310.266.3511 F 310.607.9772 |

|

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Attachments

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- pic15986.gif (2.48KB)

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Copiers, Printers & Related Devices 2014-2019

CURRENT
EXPIRATION:
January 02, 2020

INCEPTION DATE:
January 03, 2015

7 123

LEAD STATE
Nevada

Contractors

Participating
Addenda

Teri Becker
 tbecker@admin.nv.gov
<mailto:tbecker@admin.nv.gov>
 775.684.0178
 775.684.0188

[HIDE PORTFOLIO DETAILS](#)

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[Contractors](#)

[Participating Addenda](#)

[Related Portfolios](#)

[CONTRACTORS \(/#/CONTRACT-DETAILS/CONTRACTORS\)](#) > CANON

Canon

Copiers, Printers & Related Devices Contractor

CURRENT EXPIRATION:
December 31, 2019

INCEPTION:
December 31,
2014

DOCUMENTS

- Copiers, Printers & Related Devices-Canon-2014-2019-Mast...
- Canon Group A Pricing (<https://s3-us-west-2.amazonaws.c...>)
- Canon Group B Pricing (<https://s3-us-west-2.amazonaws.c...>)
- Canon Group C Pricing (<https://s3-us-west-2.amazonaws.c...>)
- Canon Group D Pricing (<https://s3-us-west-2.amazonaws.c...>)
- Canon Group F Pricing (<https://s3-us-west-2.amazonaws.c...>)
- Canon Technical Proposal (<https://s3-us-west-2.amazona...>)
- Canon Cost Proposal (<https://s3-us-west-2.amazonaws.co...>)
- Canon Group A Pricing update 3-11-16 (<https://s3-us-west-...>)
- Canon Group B Pricing update 3-11-16 (<https://s3-us-west-...>)
- Canon Group C Pricing update 3-11-16 (<https://s3-us-west-...>)
- Canon Group F Pricing update 3-11-16 (<https://s3-us-west-2...>)
- Canon Group A Pricing update 8-11-16 (<https://s3-us-west-...>)
- Canon Group B Pricing update 8-11-16 (<https://s3-us-west-...>)
- Canon Group C Pricing update 8-11-16 (<https://s3-us-west-...>)
- Canon Group D Pricing update 8-11-16 (<https://s3-us-west-...>)
- Canon Group F Pricing update 8-11-16 (<https://s3-us-west-...>)

UPDATES

FOLLOW CONTRACTOR UPDATES

ABOUT NASPO VALUEPOINT

The NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) provides the highest standard of excellence in public cooperative contracting. By leveraging the leadership and expertise of all states with the

Looking to participate?

(<https://www.facebook.com/pages/NASPO-ValuePoint/141427356222704?ref=ts>)

MODEL PARTICIPATION ADDENDUM (<https://www.naspo.org/Model-Participation-Addendum>)
Learn about the participating

(<https://www.naspo.org/Model-Participation-Addendum>)

(<https://www.naspo.org/Model-Participation-Addendum>)

(<https://www.youtube.com/channel/UCRN2yal75Xjjsmk800Zy-uw>)

22 PARTICIPATING ADDENDA

- State of Alaska (<https://...>)
- State of California (<http...>)
- State of Colorado (<http...>)
- State of Connecticut (h...
- State of Connecticut (h...
- State of Delaware (<http...>)
- State of Idaho (<https://...>)

Participating Addenda generally applies to state agencies and eligible local entities. Review Participating Addendum for eligibility details.

CONTACT INFORMATION

Mike Hurley
 631.330.2613
 mhurley@cusa.canon.com
(<mailto:mhurley@cusa.canon.com>)
 ebb.cusa.canon.com
(<http://ebb.cusa.canon.com/portal/page>)

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purchasing power of their public entities, NASPO ValuePoint delivers best value, reliable, competitively sourced contracts. Since 1993 NASPO ValuePoint has been the cooperative purchasing arm of NASPO (the National Association of State Procurement Officials) encouraging, fostering and guiding the nation's most significant public contract cooperative. NASPO ValuePoint is a unified, nationally focused cooperative aggregating the demand of all 50 states, the District of Columbia and the organized US territories, their political subdivisions and other eligible entities spurring best value, innovation and competition in the marketplace.



(<https://www.facebook.com/NASPO-ValuePoint/141427356222704?ref=ts>)
(<https://mobile.twitter.com/naspopv>)
(<https://www.linkedin.com/grp/home?gid=8312492>)
(<https://www.youtube.com/channel/UCKN2ya176Xjjsmk800Zy-uw>)

DISCLAIMER: The documents on the NASPO ValuePoint website are for informational/ convenience purposes only. Official documents are maintained by the lead state (or participating entity in the case of participating addenda). In the event of any conflict between the documents on this site and those maintained by the lead state or participating entity, the official documents maintained by the lead state or participating entity govern.

Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to Kate Offerdahl at kofferdahl@NASPOValuePoint.org (<mailto:kofferdahl@NASPOValuePoint.org>)

Thank you.

Current Contract
Portfolios
([/#/current-
contracts/search](#))

Search by contract
portfolio ([/#/current-
contracts/search](#))

Search by contractor
([/#/current-
contracts/contractors](#))

Search by participation
([/#/current-
contracts/participants](#))

Info For Vendors
([/#/Info-for-Vendors](#))
Current solicitations ([\(\)](#))

Frequently asked
questions ([\(\)](#))

NASPO ValuePoint
FAQs ([/#/page/How-
it-Works](#))

How do I participate?
([/#/page/How-it-
Works](#))

Frequently asked
questions ([\(\)](#))

eMarket Center Info
([/#/page/eMarket-
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(<https://mobile.twitter.com/naspopv>)

(<https://www.linkedin.com/grp/home?gid=8312492>)

(<https://www.youtube.com/channel/UCKN2ya176Xjjsmk800Zy-uw>)



Procurement Division

Select Language 

Programs & Services (<http://www.dgs.ca.gov/pd/Programs.aspx>) > [Leveraged Procurement Agreements \(LPAs\) \(http://www.dgs.ca.gov/pd/Programs/Leveraged.aspx\)](http://www.dgs.ca.gov/pd/Programs/Leveraged.aspx) > [Cooperative Agreements \(NASPO ValuePoint\) \(http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO.aspx\)](http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO.aspx) > [Copiers, Printers and Related Devices \(http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO/Copiers2.aspx\)](http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO/Copiers2.aspx)

Copiers, Printers and Related Devices

The State of Nevada, in cooperation with the NASPO ValuePoint Cooperative Purchasing Program, has established multi-state cooperative agreements for Copiers, Printers and Related Devices. California has elected to participate and makes these agreements available to all State departments and local government agencies through the California Participating Addenda listed below. **This is a non-mandatory contract.**

Important Notice (State Departments only): Product and Service Categories that are available on mandatory California statewide contracts for Copier Printers and Related Devices cannot be purchased from this Participating Addendum by State Departments without exemption. State Departments are responsible for obtaining an exemption from DGS to issuing a purchase order. This restriction does not apply for local governmental agencies. Current Copiers and Printers Statewide Contracts are listed on the [State Contracts Index Listing \(http://www.documents.dgs.ca.gov/pd/contracts/ContractIndexListing.pdf\)](http://www.documents.dgs.ca.gov/pd/contracts/ContractIndexListing.pdf).

Contract Information (#Agg13791_1)

User Instructions

Ordering agencies are instructed to review the following User Instructions for ordering information and usage rules:

- [User Instructions \(http://www.documents.dgs.ca.gov/pd/wsca/Copiers-Printers/UserInstructionsSup3.pdf\)](http://www.documents.dgs.ca.gov/pd/wsca/Copiers-Printers/UserInstructionsSup3.pdf) - Updated 10/11/2016

California Participating Addenda (Contracts)

Participating Addenda contract documents are available on [Cal eProcure \(View/Search Contracts\) \(https://www.caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx\)](https://www.caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx).

Contract No.	Contractor Name
7-15-70-23	Canon U.S.A., Inc.
7-15-70-24	Konica Minolta Business Solutions USA, Inc.
7-15-70-25	Ricoh USA, Inc.
7-15-70-26	Sharp Electronics Corporation
7-15-70-27	Xerox Corporation
7-15-70-29	Toshiba America Business Solutions, Inc.

State Contract Administrator (#Agg13791_2)

For questions, please contact the State Contract Administrator below:

Steve Lower
Department of General Services
Procurement Division
707 3rd Street, 2nd Floor, MS 202
West Sacramento, CA 95605
Phone: 916.375.4539
Email: steve.lower@dgs.ca.gov (<mailto:steve.lower@dgs.ca.gov>)

What's New



CaleProcure
California's Online Marketplace

(<https://caleprocure.ca.gov/pages/index.aspx>)

- Testimonials of the State of California's DVBE Certification Program
(<http://www.dgs.ca.gov/pd/Programs/NewsEvents/tabid/282/ArticleID/87/Testimonials-of-States-DVBE-Certification-Program.aspx>)
- Small Business & DVBE Outreach Events 2016
(<http://www.dgs.ca.gov/pd/Programs/NewsEvents/tabid/282/ArticleID/50/Small-Business-DVBE-Outreach-Events-2016.aspx>)
- Cal eProcure is now open for business
(<http://www.dgs.ca.gov/pd/Programs/NewsEvents/tabid/282/ArticleID/54/Cal-eProcure-is-now-open-for-business.aspx>)
- Small Business and DVBE Outreach Events Mobile App
(<http://www.dgs.ca.gov/pd/Programs/NewsEvents/tabid/282/ArticleID/53/Small-Business-and-DVBE-Outreach-Events-Mobile-App.aspx>)
- DGS Emergency Acquisitions Guide
(<http://www.dgs.ca.gov/pd/Programs/NewsEvents/tabid/282/ArticleID/52/DGS-Emergency-Acquisitions-Guide.aspx>)

View All news and events items (<http://www.dgs.ca.gov/pd/Programs/NewsEvents.aspx>)

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PROCUREMENT DIVISION
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

COOPERATIVE AGREEMENT USER INSTRUCTIONS SUPPLEMENT #3

Important Note: Supplement #3 replaces and supersedes the previous User Instructions dated 6/22/2016

ISSUE AND EFFECTIVE DATE: 10/11/2016		
TITLE/DESCRIPTION:	Copiers, Printers and Related Devices (NASPO ValuePoint)	
CONTRACT NUMBER(S):	7-15-70-23	Canon U.S.A., Inc.
	7-15-70-24	Konica Minolta Business Solutions USA, Inc.
	7-15-70-25	Ricoh USA, Inc.
	7-15-70-26	Sharp Electronics Corporation
	7-15-70-27	Xerox Corporation
	7-15-70-29	Toshiba America Business Solutions, Inc.
CONTRACT TERM:	Various through 12/31/2019	
CONTRACT CATEGORY:	IT Goods and Services	
MAXIMUM ORDER LIMIT:	Unlimited	
FOR USE BY:	State and Local Governmental Agencies (See Section B)	
DGS-PD CONTRACT INFORMATION WEBSITE:	http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO/Copiers2.aspx	
STATE CONTRACT ADMINISTRATOR:	Cynthia Okoroike (916) 375-4389 cynthia.okoroike@dgs.ca.gov	

Ordering Agencies are instructed to carefully review these User Instructions in its entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instructions Supplement.

Notice to State Departments:

Products and/or services on these cooperative agreements may be available on Mandatory Statewide Contracts. If this is the case, the use of these cooperative agreements is restricted unless the State department has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Statewide Contracts are listed at <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This restriction does not apply to local governmental agencies.

ORIGINAL SIGNED

10/11/2016

Cynthia Okoroike, State Contract Administrator

Date

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

TABLE OF CONTENTS

	<u>PAGE</u>
A. SCOPE AND OVERVIEW	4
B. CONTRACT AVAILABILITY	4
C. CONTRACT TERM	4
D. CONTRACT ADMINISTRATOR	5
E. CONTRACT INFORMATION	5-6
F. CONTRACT USAGE/RULES	6-7
G. ORDERING PROCEDURES	7-8
H. INVOICING AND PAYMENT	8-9
I. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE	9
J. ATTACHMENT A	10 - 15

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

SUMMARY OF CHANGES		
Supplement No.	Revision Description	Effective Date
3	<p>User Instructions Supplement #3 replaces and supersedes the previous User Instructions version (dated 6/22/16).</p> <p>Supplement #3 incorporates the following changes:</p> <ul style="list-style-type: none">• Updated the user instructions throughout to include new and revised information• Added new Contractor contract Manager for Ricoh USA, Inc.	10/11/2016

For copies of previous User Instructions versions, please contact the State Contract Administrator listed in section 2 D.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

A. SCOPE AND OVERVIEW

The Department of General Services, Procurement Division (DGS-PD) has established California Participating Addendum contracts with individual Contractors (as noted on page 1) for use of the NASPO ValuePoint Copiers, Printers and Related Devices Master Agreements executed by the State of Nevada.

These California Participating Addendums provide State departments and local governmental agencies the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the individual California Participating Addendums. Attachment A identifies specific California Participating Addendum information and awarded product/service categories by Contractor.

Note: Throughout this document, "California Participating Addendum" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

B. CONTRACT AVAILABILITY

1. State Departments

- a. Use of these agreements is non-mandatory for State of California departments.
- b. State departments are restricted from using these agreements for products and services available on Mandatory California Statewide Contracts. See Section E.3.a. (Restricted/Disallowed Products and Services) for more information.

2. Local Governmental Agencies

- a. Use of these agreements is optional for local governmental agencies.
- b. Local governmental agencies are defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges, empowered to expend public funds.
- c. Each local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.

C. CONTRACT TERM

The term for these California Participating Addendums is from the date of the State's approval through December 31, 2019, or upon termination by the State, whichever occurs first.

Note: Orders placed under these contracts shall be executed on or before the expiration date of the California Participating Addendum.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

D. CONTRACT ADMINISTRATOR

The State and the Contractor(s) have assigned contract administrators as single points of contact for problem resolution and related contract issues.

The State Contract Administrator contact for these agreements is:

Name: Cynthia Okoroike
Phone: (916) 375-4389
Fax: (916) 375-4663
E-Mail: cynthia.okoroike@dgs.ca.gov

Contractor contact information is outlined in Attachment A.




E. CONTRACT INFORMATION

1. Lead State Agreement (NASPO ValuePoint Base Contract)

The California Participating Addendums are based on some or all of the products, services and prices from the NASPO ValuePoint Copiers, Printers and Related Devices issued by the State of Nevada. Copies of the Nevada NASPO ValuePoint Master Agreements are available at:
<http://www.naspovaluepoint.org/#/contract-details/35/overview/general>

2. California Participating Addendum (Contract Document)

California Participating Addendum contracts and related documents are posted on the Cal eProcure website. To obtain copies:

- Go to Cal eProcure - State Contract Search
(<https://www.caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx>)
- Enter the Participating Addendum number in the *Contract ID* field and click Search ()
- Click View () to access Participating Addendum webpage.
- Click View () to download Participating Addendum attachments.

3. Available Products and Services

Product Groups include:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group C – Wide Format Devices
- Group D – Printers

Attachment A identifies specific California Participating Addendum information and awarded groups by Contractor.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

4. Restricted/Disallowed Products and Services (State Departments Only)

The following restrictions apply to all State departments. These restrictions do not apply to local governmental agencies unless the restriction is identified within the Nevada NASPO ValuePoint Master Agreement.

a. Products/Services available on Mandatory Statewide Contracts

Products and services available on Mandatory California Statewide Contracts cannot be purchased by State departments without an exemption. State departments shall obtain an exemption in accordance with the Statewide Contract User Instructions prior to issuing a purchase order under these agreements. For current printer and copier Statewide Contracts see the State Contracts Index Listing located at <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>.

5. Contractor Pricing

A Product and Service Schedule (PSS) containing contract product and pricing information is posted on each Contractors' dedicated website. Pricing is based on a discount off list price. Contractors may offer greater discounts and/or lower prices than those published in their PSS. Links to each Contractor's dedicated website and PSS are identified in Attachment A.

F. CONTRACT USAGE/RULES

1. Goods and Services

This Participating Addendum is for equipment and associated maintenance services.

2. Adherence to Applicable Laws (State Departments Only)

State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volumes 1, 2 and 3).

3. Purchase Authority (State Departments Only)

Prior to placing orders under these agreements, State departments must have been granted purchasing authority by DGS-PD for the use of cooperative agreements. The State department's current purchasing authority number must be entered in the appropriate location on each purchase document. State departments that have not been granted purchasing authority by DGS-PD may access the Purchasing Authority Application by contacting DGS-PD's Purchasing Authority Management Section by email at pams@dgs.ca.gov.

4. California Seller's Permit (State Departments Only)

California Seller's Permit information for each Contractor is identified in Attachment A. Prior to placing orders under these agreements, State departments should verify that permits are currently valid at www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

5. DGS Administrative Fee

Ordering agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractor(s) for use of these agreements.

G. ORDERING PROCEDURES

1. Contractor Selection Process

a. State Departments

State departments electing to use these agreements must select a Contractor using the Best Value Request for Offer (RFO) process outlined below:

- *Develop RFO* – Ordering Agency will develop a RFO which includes the following information, at a minimum:
 - All relevant Ordering Agency contact information necessary for the Contractor to respond to the RFO; and
 - A detailed specification or scope of work (SOW) for the products and services is required.
- *Solicit Offers* – Ordering Agency shall solicit offers from a minimum of three Contractors within the awarded product/service category.
 - If multiple Contractors are solicited and less than three offers are received, the Ordering Agency must document their file with the reasons why the other Contractors solicited did not respond with an offer.
 - Agencies may use State-approved Servicing Subcontractors (Authorized Dealers) for soliciting offers. See Section G(2) (Authorized Dealers) for agency requirements.
 - Orders valued less than \$5,000 may be executed without obtaining multiple offers if fair and reasonable pricing has been established and documented within the procurement file.
- *Determine Best Value* – Ordering Agency will review all responsive offers and select a Contractor based on best value, with cost as one of the criteria.
- *Document Results* – Ordering Agency must document the results of the best value RFO process within the procurement file including, but not limited to, Contractors that were contacted, recap of their offers, how the selection was made and criteria for determining "best value". Ordering Agencies have the option to use the Best Value Determination Worksheet or the agency's own form to document the results.
- *Issue Purchase Order* – Ordering Agency will issue purchase order document to the selected Contractor in accordance with Section G (3) (Purchase Order Form and Execution).

b. Local Governmental Agencies

Local governmental agencies may use the contractor selection process described in Section G (1.a) above or other process in accordance with their procurement policies and regulations.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

2. Authorized Dealers

- a. State-approved Authorized Dealers may provide offers, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from Ordering Agencies for products and associated services offered under the specific Contractor's California Participating Addendum.
- b. Ordering Agencies may only use State-approved Authorized Dealers for soliciting offers and order execution when:
 - Attachment A indicates if Authorized Dealers are available for use under the specific California Participating Addendum; and
 - The firm is identified on the Approved Authorized Dealer listing posted on the State's eProcurement website.
- c. If soliciting offers from Authorized Dealers, State departments must retain a copy of the State's Approved Authorized Dealer listing, for the individual California Participating Addendum, in the procurement file.
- d. All purchase order documents to Authorized Dealers must contain the California Participating Addendum Number and the prime Contractor's name as instructed in Attachment A.

3. Purchase Order Form and Execution

All Ordering Agency purchase order documents executed under these agreements must contain the applicable California Participating Addendum Number as shown in Attachment A. See Section G (2) for additional requirements when executing orders through Authorized Dealers.

a. State departments

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available on the DGS-PD website at <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard STD Forms).

b. Local Governmental Agencies

Local governmental agencies may use their own purchase order document in lieu of the State's purchase order form.

H. INVOICING AND PAYMENT

1. Payment Terms

Payment terms for these agreements are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

2. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

3. CAL-Card

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Section G.3 (Purchase Order Form and Execution) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual Volumes 1, 2 and 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

I. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

J. ATTACHMENT A

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information

California Participating Addendum (Contract) No.	7-15-70-23
Contractor Name	Canon U.S.A., Inc.
Term Dates	9/25/2015 through 12/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Groups)	Group A – Convenience Copiers Group B – Production Copiers Group C—Wide Format Group D – Printers
Contractor Website (Product and Pricing Information)	http://ebb.cusa.canon.com/portal/page/portal/sites/home?state_site=116
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	30625725
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Mike Hurley
Phone	(631) 330-3613
Fax	(631) 330-5459
Email	isgbidadmin@cusa.canon.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Canon U.S.A., Inc. One Canon Park Melville NY, 11747 (631) 330-3613 isgbidamin@cusa.canon.com
Ordering through State-Approved Authorized Dealers	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-15-70-24
Contractor Name	Konica Minolta Business Solutions USA, Inc.
Term Dates	8/5/2015 through 12/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Groups)	Group A – Convenience Copiers Group B – Production Copiers Group D – Printers
Contractor Website (Product and Pricing Information)	http://kmbs.konicaminolta.us/naspo3091
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	131921089
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Robin Craft
Phone	(916) 201-2004
Fax	(703) 506-1257
Email	rcraft@kmbs.konicaminolta.us
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Konica Minolta Business Solutions USA, Inc. Attn: KMBS Selling Branch or Dealer 500 Dayhill Road Windsor, CT 06096 (800) 456-5219 windorders@kmbs.konicaminolta.us
Ordering through State-Approved Authorized Dealers	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-15-70-25
Contractor Name	Ricoh USA, Inc.
Term Dates	8/5/15 through 12/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	Group A – Convenience Copiers Group B – Production Copiers Group C—Wide Format Group D – Printers
Contractor Website (Product and Pricing Information)	http://www.ricoh-usa.com/rmap/wsca/
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	222783521
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Jeff Jones
Phone	916/752-0535
Email	Jeff.T.Jones@ricoh-usa.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Ricoh U.S.A., Inc. 2890 Gateway Oaks Drive, Suite 150 Sacramento, CA 95833 Fax: 916/928-2928
Ordering through State-Approved Servicing Subcontractors (Authorized Dealers)	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-15-70-26
Contractor Name	Sharp Electronics Corporation
Term Dates	10/20/2015 through 12/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	Group A – Convenience Copiers Group B – Production Copiers
Contractor Website (Product and Pricing Information)	http://www.sharpgov.com/naspo/Home/tabid/2505/Default.aspx
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	11607572
CONTRACTOR CONTRACT MANAGER	
National Contract Manager	Craig Pulver
Phone	480/890-8163
Email	PulverC@sharpsec.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Sharp Electronics Corporation or Authorized Provider Per contact information located on the Sharp Web Portal http://sharpgov.com/naspo
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-15-70-27
Contractor Name	Xerox Corporation
Term Dates	9/5/2014 through 5/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	Group A – Convenience Copiers Group B – Production Copiers Group D – Printers
Contractor Website (Product and Pricing Information)	<u>www.portal.xerox.com/NASPO-California</u>
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	160468020
CONTRACTOR CONTRACT MANAGER	
National Contract Manager	Annie Van Gilder
Phone	(480) 588-8313
Email	<u>annie.vangilder@xerox.com</u>
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Xerox Corporation or Authorized Provider Per contact information located on the Xerox Web Portal <u>www.portal.xerox.com/NASPO-California</u>
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information, continued

California Participating Addendum (Contract) No.	7-15-70-29
Contractor Name	Toshiba America Business Solutions, Inc.
Term Dates	5/18/2016 through 5/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Bands)	Group A – Convenience Copiers
Contractor Website (Product and Pricing Information)	http://toshibamedia.com/naspo/naspo_california.htm
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	97600084
CONTRACTOR CONTRACT MANAGER	
National Contract Manager	Rick Jackson
Phone	949/462-6089
Email	rick.jackson@tabs.toshiba.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Toshiba America Business Solutions or Authorized Provider Per contact information located on the Toshiba Web Portal http://toshibamedia.com/naspo/naspo_california.htm
Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .