

NASPO ValuePoint

PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

Master Agreement #: **187646**

State Contract #: **CT241929001**

Contractor: **CANON U.S.A., INC. ("CANON")**

Participating Entity: **STATE OF MISSOURI**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *NASPO ValuePoint Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies governed by Chapter 34 RSMo, political subdivisions, and universities of the State of Missouri authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, universities, political subdivisions and other entities authorized to use statewide contracts in the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

State agencies governed by Chapter 34 RSMo acquiring printers (Group D) and scanners (Group F) through this agreement may enter into fair market value (FMV) leases. However,

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
 SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

state agencies must not enter into short-term leases, straight leases, cancelable rentals, non-cancelable rentals, or \$1 buyout leases.

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

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

Contractor

Name:	Samantha Owens
Address:	1 Canon Park, Melville, NY, 11747
Telephone:	631.330.2754
Email:	isgbidadmin@cusa.canon.com

Participating Entity

Name:	Kelsey Huwe
Address:	301 W. High Street, Room 630 Jefferson City, MO 65101
Telephone:	(573) 522-1308
Fax:	(573) 526-9816
Email:	kelsey.huwe@oa.mo.gov

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

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Scope: State agencies governed by Chapter 34 RSMo must utilize the contract in the following manner:

NASPO ValuePoint

PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

-
- Quotations: State agencies should obtain price quotations from all vendors in a Group before purchasing products through the contract.
 - Color and High-Speed Units: Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed greater than sixty (60) pages per minute (PPM), a state agency must obtain written approval to purchase the device from OA General Services State Printing. State agencies must submit State Printing's written approval with the purchase order.
 - Trade-Ins: State agencies must obtain OA Surplus Property's approval before trading in a copier.
 - Hard Drive Erase: State agencies must purchase hard drive erase software for all devices containing a hard drive, if not otherwise included on such devices.
6. Missouri Statewide Contract Quarterly Administrative Fee: The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products/ products and services/services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

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

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

Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

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

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

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

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

The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 6, The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

Fax: (573) 526-9815

NASPO ValuePoint

PARTICIPATING ADDENDUM
**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

Email: ereports@oa.mo.gov

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

8. Missouri Statewide Contract Quarterly Usage Report: The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

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

NASPO ValuePoint

PARTICIPATING ADDENDUM
**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

Data Element	Description
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

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

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 7 which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

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

NASPO ValuePoint

PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

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

Lease and Rental Terms: Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement Attachment 1, Canon Lease Agreement, unless otherwise agreed to. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

State Agencies: State agencies shall only utilize the approved State of Missouri Lease document, as set forth as Attachment 9, State of Missouri Agreement for Lease of Equipment. State agencies may initiate a lease subject to the state agency leasing document by issuing a Purchasing Order (PO).

Political Subdivisions: Political Subdivisions may utilize the state lease document (Attachment 9) or may enter into Equipment Leases subject to the Terms and Conditions of the Canon Master Lease Agreement, not included, unless otherwise agreed to. To initiate a lease subject to the state leasing document, Political Subdivision Customers may issue a Purchase Order (PO). The State of Missouri's Attachment 9 shall be the default leasing agreement; however political subdivisions may choose to use the Canon Master Lease Agreement by referencing Canon's Attachment 1 in their PO. Notwithstanding anything to the contrary in this PA, in the event of conflict between an executed Lease Agreement and the Master Agreement, the terms of the Lease Agreement will supersede and control. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.

Assignment: The Contractor may assign, solely for financing purposes, upon written notification to the State of Missouri, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Agreement #187646 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Missouri Division of Purchasing.

Third Party: All lease and rental programs must remain with the Contractor's leasing partner or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, the Contractor and their Authorized Dealers may

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

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

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

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

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

10. Authorized Dealers: All Contractors and resellers authorized in the State of Missouri, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
11. Orders: Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #187646 & State of Missouri Contract CT241929001" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV lease) or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

12. MPS Statement of Work Template: All MPS engagements shall require the Contractor and the Purchasing Entity to complete a detailed statement of work, similar to the format provided in Attachment 3, Canon Sample MPS Agreement Terms and Conditions of the NASPO ValuePoint Master Agreement. Additionally, Purchasing Entity shall be expected to

NASPO ValuePoint

PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

adhere to the requirements outlined in Attachment 4, Canon Sample MPS Customer Expectations Document prior to the initiation of any engagement.

13. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

14. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance Canon's Products and/or Services offered under the resulting Master Agreement and may be purchased as a stand-alone option. NSP items will not include:
- i) Interactive White boards;
 - ii) Computers, monitors, or other related items;
 - iii) Fax machines;
 - iv) Overhead Projectors; and
 - v) Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order is \$50,000.

15. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

-
- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
 - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and
 - c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.
16. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
17. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
 SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

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

Participating Entity: <i>State of Missouri</i>	Contractor: Canon U.S.A., Inc.
Signature: <i>Karen S. Boeger</i>	Signature: DocuSigned by: <i>Mason Olds</i> 4B616C4FF5E14C3...
Name: <i>Karen S. Boeger</i>	Name: Mason Olds
Title: <i>Director, Division of Purchasing</i>	Title: EVP
Date: <i>11-1-2024</i>	Date: 10/31/2024

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

***[Please email fully executed PDF copy of this
 document to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
 in appropriate data bases.]***

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

Exhibit A

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

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

Between Canon's own location in Creve Couer, and its Authorized Dealer network across the entire state, Canon has significant presence in Missouri with roughly a dozen location providing sales, support, and shipping functions. Canon and its dealer network employ hundreds of people supporting the State of Missouri.

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

Canon offers a wider range of products and services than any other contractor under the NASPO Master Agreement for Copiers and Managed Print Services. Canon's offering includes desktop printers, office copiers, light and high-end production printing, wide format printers, scanners, and software solutions to aid in output management and workflow. Employees of Canon and its dealer network will provide technical expertise along with sales support, as well as equipment maintenance and other related services.

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

The employees of Canon and its authorized dealer network across the State of Missouri account for hundreds of tax paying families providing substantial tax revenue to the State. In addition, Canon's strong sales efforts in the state provide even more revenue when considering sales to private businesses and other customers outside of the state contract.

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

N/A

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

N/A

NASPO ValuePoint

PARTICIPATING ADDENDUM



NASPO

ValuePoint

**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

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

N/A

NASPO ValuePoint

PARTICIPATING ADDENDUM



NASPO
ValuePoint

**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

Exhibit B

Maintenance Service Level Agreement

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