

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
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T.C. #: NASPO VALUEPOINT #3091_CANON
Title: COPIERS, PRINTERS, AND RELATED DEVICES
This is a non-exclusive contract.

CONTRACT TERM	FROM	OCTOBER 1, 2015	CONTRACT STATUS	NEW (xx)
	TO	JUNE 30, 2019		RENEW ()
VENDOR ADDRESS	CANON USA 1 CANON PARK MELVILLE, NY 11747		ORDER ADDRESS	
ATTN:	Dave Rothauser		ATTN:	
PHONE:	631-330-5443		PHONE:	
FAX:	631-330-5459		FAX:	
E-MAIL:	drothauser@cusa.canon.com		E-MAIL:	

REMARKS: This contract was established by NASPO VALUEPOINT (formerly Western States Contracting Alliance/National Association of Procurement Officials, (WSCA/NASPO)). NASPO VALUEPOINT competitively issues and awards cooperative contracts while leveraging the demand of multiple states to achieve the best possible prices. Pricing regarding this contract may be found at the following website:

<http://www.naspovaluepoint.org/#/current-contracts/search?term=COPIERS,%20PRINTERS>

NASPO VALUEPOINT
#3091

TIA SNYDER, CONTRACTS OFFICER

DATE:04/26/2018

AUTHORIZED SIGNATURE

Agencies must contact the State Procurement Bureau prior to signing a lease agreement.

This document represents an overview of NASPO VALUEPOINT. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of NASPO VALUEPOINT, which establishes the means by which participating states may join together in cooperative multi-state contracting. This is an effort to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of a cooperative procurement conducted by the State of Nevada on behalf of NASPO VALUEPOINT.

2.0 PURPOSE

The purpose of this contract is to provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining copiers, printers, and related devices. The following definitions of the types of copiers and printing devices will prevail:

- **A) Copiers Black & White** – A machine that makes exact paper copies of printed or graphic materials in black and white only.
- **B) Copiers Color** – A machine that makes exact paper copies of printed or graphic materials in black and white and more than one color.
- **C) Wide Format Devices** – A printer that prints larger than 11x17 paper, which typically use ink jet technology to print on a variety of output mediums.
- **D) Printers (Color and Black & White)** – Device does not copy as the primary function and does not allow 11x17 paper. Printer shall include an inkjet or laser-printer print engine. Printer equipment may include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience.
- **E) Digital Duplicator** – High production device with a stencil ink and a drum. Devices making use of templates to create large volume of documents quickly at the lowest cost per copy.
- **F) Scanners** – A device used to convert paper documents into digital images.

For the purposes of this contract, Canon has been awarded Groups A, B, C, and F.

3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a “non-exclusive” use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.0 ORDERING PROCEDURE

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In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference contract NASPO VALUEPOINT #3091 and identify all items desired, the purchase order date, the delivery date, shipping locations and prices. Invoices shall reference NASPO VALUEPOINT #3091_CANON.

5.0 CONTRACT TERM

This contract shall take effect on October 1, 2015 and terminate on June 30, 2019. (Mont. Code Ann. § 18-4-313.) This is the first year of the contract.

6.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. Renewals of this contract shall be at the discretion of the State.

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER AGREEMENT
Canon USA, Inc
Nevada RFP 3091
(hereinafter "Contractor" or "Canon USA")**

And

**State of Montana
(hereinafter "Participating State")**

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Agencies must contact the State Procurement Bureau prior to signing a lease agreement.

1. **Scope:** This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating State of Montana authorized by that state's statutes to utilize State of Montana contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded devices and services in the following categories:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group C – Wide Format Copiers
- Group F – Scanners

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State of Montana contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Cooperative Purchasing Entities may be found on the General Services Division website at the following link: <http://gsd.mt.gov/cooperativepurchasing>.

3. **Participating State Modifications or Additions to Master Agreement:**

3.1 **Access and Retention of Records:** Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

3.2 **Assignment, Transfer and Subcontracting:** Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

3.3 **Reduction of Funding:** The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract

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(whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

3.4 Tax Exemption: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

3.5 Venue: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

3.6 With respect to 3.7.4 of the Master Agreement, Contractor can provide Customer with specific options to enhance data security besides the 3-pass overwrite that will be performed by Contractor at no additional charge as required under 3.7.4.3. Some of these options are at an additional cost, including hard drive removal under Section 5.4.6 of the Master Agreement. Customer is responsible for choosing what, if any, options it wants Contractor to provide beyond the included end-of-term 3-pass overwrite, including whatever erasure standards may be required by applicable law.

3.7 The notification requirements of Section 5.4.7.2 of the Master Agreement, "Special Promotions," shall apply exclusively to Contractor in the event Contractor provides special promotion or pricing as a supplement to the applicable Attachment I Price Schedule.

3.8 After Section 11.4.2.1.B. of the Master Agreement, "Software Warranty," the following Section 11.4.2.1.C will be added:

C. The provisions under Section 11.4.2.1.B. apply solely to Embedded Software required for the normal operation of the hardware. To the extent Contractor offers a software product as a separate line item, the warranty coverage for such software, if any, shall be governed by the warranty terms provided by the developer furnishing such software.

3.9 Under Section 11.4.2.3 of the Master Agreement, "Infringement Indemnity," and Section 14.b. of Attachment D to the Master Agreement (WSCA-NASPO Master Agreement Terms and Conditions),

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"Indemnification-Intellectual Property," Contractor's indemnification obligations for infringement apply exclusively with respect to a claimant's United States Intellectual Property rights and Canon or Océ brand manufactured equipment furnished hereunder.

3.10 For the avoidance of doubt, Participating State acknowledges that the "work for hire" provision in Section 19 of Appendix D to the Master Agreement, "Pre-Existing Intellectual Property," does not apply to the Equipment and Services furnished under the Agreement.

3.11 In no event shall Contractor, its Authorized Dealers, the Participating State, including Purchasing Entities, be liable under this Participating Addendum for any special, incidental, consequential or indirect damages of any kind, regardless of whether such party knew or should have known of the possibility of such damages.

4. Leases:

Leases will be provided to Purchasers under this Agreement from Canon USA's subsidiary, Canon Financial Services, Inc. ("CFS"), pursuant to the terms and conditions of the lease agreement as set forth as **Exhibit A** and as modified from time to time ("Lease Agreement"). Except as otherwise agreed to by the parties, Purchasers may sign a Lease Agreement for the lease of only the equipment specified in the Lease Agreement at the time of execution, or Purchasers may enter into a master Lease Agreement allowing for multiple lease orders from time to time. To initiate a lease, Purchaser may issue an Order and reference the type of Lease Agreement (FMV, Operational, or Capital Lease) on the Order, and such Order may be issued directly to CFS or may be issued to the Authorized Dealer in which case the Authorized Dealer will assign the Order to CFS; or CFS may require the Purchaser to sign a Lease Agreement. Notwithstanding anything to the contrary in this Participating Addendum, in the event of a conflict between an executed Lease Agreement and this Agreement, the terms of the Lease Agreement will supersede and control. Each Lease Agreement and each Order for leasing issued prior to the termination of this Participating Addendum shall survive the termination of this Participating Addendum for any reason whatsoever, and each Order to the extent for leasing shall be non-cancellable except to the extent if at all as provided in the Lease Agreement.

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5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Canon USA, Mike Hurley, Supervisor, Contract Admin
Address	1 Canon Park, Melville, NY 11747
Telephone	631-330-3613
Fax	631-330-5459
E-mail	isgbidadmin@cusa.canon.com

Participating Entity

Name	Rhonda R. Grandy
Address	125 N Roberts, Mitchell Bldg., Room 165 Helena, MT 59620
Telephone	406-444-3320
Fax	406-444-2529
E-mail	rhgrandy@mt.gov

6. Authorized Dealers: All Canon USA authorized dealers in the State of Rhode Island, as shown on the dedicated Canon USA (cooperative contract) website ("Authorized Dealers"), are approved to accept orders from Purchasing Entities for the sale of Goods and the performance of Services under the Master Agreement and this Participating Addendum and, with respect to all orders accepted by an Authorized Dealer, shall have all of the rights and obligations of "Contractor" under the Master Agreement and this Participating Addendum, including sole responsibility for fulfilling such orders. In the event of any disputes between an Authorized Dealer and a Purchaser, Canon USA shall investigate, shall consult with Participating State and the Purchasing Entity as appropriate, and shall use commercially reasonable efforts to resolve the dispute.
7. Purchase Order Instructions: All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract # 3091 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.
8. Price Agreement Number: All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum shall include the Participating State contract number:

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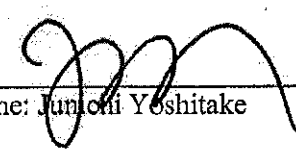
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WSCA 3091_Canon USA and the Lead State price agreement number: 3091.

9. Individual Customer: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Purchasing Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of Montana	Contractor: Canon U.S.A., Inc.
By: 	By: 
Name: Cheryl Grey	Name: Junichi Yoshitake
Title: SFSD Administrator	Title: Senior Vice President & General Manger
Date: 7.7.2015	Date: 6-18-2015

If you have questions about this Participating Addendum or the participation process, please contact:

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WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.org