

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: **140604**

Contractor: **TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.**

Participating Entity: **STATE OF SOUTH DAKOTA, CONTRACT #17456**

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

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

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado for use by state agencies and other entities located in the Participating State/Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Officer.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective state Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. **Order of Precedence:**
 - a) A Participating Entity's Participating Addendum.
 - b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits and Attachments.
 - c) An Order issued against the Master Agreement.
 - d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services.
 - e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
 - f) The Contractor's Supplemental Documents, including all Attachments.

PARTICIPATING ADDENDUM**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

4. Term of the Master Agreement:

- a) **Initial Term:** The Parties' respective performances under the Master Agreement commenced on August 1, 2019, and shall terminate on December 31, 2021, unless terminated sooner, as specified in the Master Agreement, including but not limited to **Section 6.10, Defaults and Remedies.**
- b) **Extension:** The Master Agreement may be extended beyond the original contract period upon the same terms and conditions for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

5. Master Price Agreement Number: All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140604****6. Orders:** Any Order placed by a Purchasing Entity for a Product and/or Service available under the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by Contractor and the Participating State or Entity. To the extent the Purchasing Entity and the Contractor agree on additional terms, the terms will be documented on the Purchasing Entity Order and signed by both parties.

All orders should contain the following (1) "PO is subject to NASPO ValuePoint Master Agreement, Contract # **140604**, and the Participating Addendum, Contract #17456" (2) Purchasing Entity Name, Address, Contact, & Phone-Number (3) Order amount (4) Type of Order (Purchase, FMV Lease, \$1 Buyout Lease or Straight Lease) and purchase amount, or monthly payment amount (5) Itemized list of accessories (6) Type of Service program and rates (7) Any Supplemental Documents, including the MPS SOW Template (if applicable).

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

Name:	Christina Fisher
Address:	25530 Commercentre Drive, Lake Forest, CA 92630
Telephone:	(949) 462-6325
Fax:	
Email:	Christina.fisher@tabs.toshiba.com

PARTICIPATING ADDENDUM**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

Participating Entity

Name:	Kathy Stasch
Address:	523 E Capitol Pierre, SD 57501
Telephone:	605-773-6877
Email:	kathy.stasch@state.sd.us

8. 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.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All state agency under the purchases or leases must be routed through the Bureau of Administrations, Office of Procurement Management (OPM). Moratorium exemption approval from the Bureau of Information and Telecommunications (BIT) is required. A purchase order issued by OPM will authorize state agency purchases or leases from this agreement. (This requirement internally applies to state agencies; the contractor is not responsible for enforcement.)

Institutions under the control of the Board of Regents may make direct purchases from this agreement using their own procurement guidelines.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO Valuepoint administrative fee.

Section 5.2 Payment of the Master Agreement is modified as follows: Payment and interest on overdue payments will be made consistent with SDCL Ch. 5-26.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Section 6.13.2 of the Master Agreement is clarified with the following: "If such a claim is made or appears likely to be made, the Indemnified Party agrees to Permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is a least functionally equivalent."

9. Lease:

Any lease entered into by a state agency, institution, public university, officer, board or commission through this agreement shall utilize the "State of South Dakota Lease Agreement-Digital Copiers" provided in Participating Addendum **Exhibit A**, to this participating addendum, which must be processed through the Office of Procurement Management. Political subdivisions may utilize either the State lease agreement form or the Toshiba America Business Solutions, Inc. lease terms included in Master Price Agreement#140604 Attachment A, at their own discretion.

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

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

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

- 10. Resellers:** All contractors and resellers authorized in the State of South Dakota, as shown on the Toshiba America Business Solutions, Inc. dedicated website for the State of South Dakota, are approved to accept orders, and provide sales and service support on behalf of Toshiba America Business Solutions, Inc. In such cases, Toshiba America Business Solutions, Inc. or its permitted assignee will perform all invoicing functions. To the extent Toshiba America Business Solutions, Inc. separately approved a dealer to invoice on behalf of Toshiba America Business Solutions, Inc. (as demonstrated on such website), such dealer is approved to invoice State of South Dakota 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.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

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

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

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

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue.

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

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

13. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

14. **Maintenance Service Level Agreements:** Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in the attached Participating Addendum **Exhibit B**. (This Exhibit B is also found in the Master Agreement as Attachment D)
15. **Service Maintenance Agreement:** Purchasing Entities are subject to the Contractor "Service Maintenance Agreement" provided in Participating Addendum **Exhibit B**. Contractor(s) may not provide maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.
16. **MPS Statement of Work Template:** All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Participating Addendum **Exhibit C (MPS Statement of Work)**, and it must be approved by both parties prior to the initiation of any engagement.
17. **Terms:** The Participating State or Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

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

Participating Entity: State of South Dakota	Contractor: Toshiba America Business Solutions, Inc.
Signature: 	Signature: 
Name: Steve L. Berg	Name: Walter Holloman
Title: Director of Procurement	Title: VP Enterprise Administration
Date: 3/24/2021	Date: 4/1/2021

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

PARTICIPATING ADDENDUM



COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

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

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

NASPO Participating Addendum- Exhibit 1

The following terms and conditions, as agreed upon by Toshiba and the State of South Dakota, are hereby incorporated into Participating Addendum #17456 ("PA"). The terms of this Exhibit become active as of the date of the executed PA and remain in full force and affect until the PA expires or is terminated.

1. Lease Agreements:

State agencies, political subdivisions and other entities authorized by the State, may enter into Leases by executing a schedule referencing this Section 1 of this Participating Addendum or issuing a Purchase Order ("Purchase Order" or "PO") containing the following statement "This PO is subject to terms and conditions of the NASPO ValuePoint Master Agreement Contract 140640 ("Master Agreement") and State Participating Addendum #17456 ("Participating Addendum"). The form of the Schedule is attached as Schedule A to this Participating Addendum as well as all other leasing documents.

Notwithstanding anything to the contrary in this Participating Addendum and Exhibit, in the event of a conflict between the Contract, Purchase Order(s) or this Section 1 of the Exhibit, the terms of this Section 1 will supersede and control. The terms of this Section 1 and the Non-Appropriations rider (for qualifying state and local government entities only) or other exhibits will be incorporated by reference into any Schedule or Purchase Order issued by purchasing entities for the leasing of equipment under this Participating Addendum.

All leases shall be subject to the terms and conditions of Section 4.5.5 – 4.5.8, 4.8, 4.10 and 5.2 of the Master Agreement and these terms and conditions set forth as Section 1 of this Exhibit. The terms and conditions of this section are the controlling terms and conditions of all leases.

Participating Entity agrees to lease from Contractor the personal property identified in Schedules to this Participating Addendum from time to time signed by both parties (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. Participating Entity may issue a PO that incorporate by reference this Section 1 of the Exhibit and any Non Appropriation Rider and if so incorporated by reference each such PO shall constitute a Schedule for purposes of this Section. Participating Entity agrees to all the terms and conditions contained in this Section 1 and any Schedule, which together are a complete statement of our agreement regarding the listed Equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written agreement and not by

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

course of performance. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions shall remain in full force and effect in that jurisdiction and all

others. Contractor is authorized to insert any mission information on this lease including a Participating Entity's proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters.

WARRANTY DISCLAIMER: CONTRACTOR MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. PARTICIPATING ENTITY AGREES THAT IT HAS SELECTED EACH ITEM OF EQUIPMENT BASED UPON ITS OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY CONTRACTOR. CONTRACTOR IS LEASING THE EQUIPMENT "AS-IS". Participating Entity acknowledges that neither Contractor nor its representatives are Contractor's agents and none of them are authorized to modify the terms of this Agreement or on any Schedule. No representation or warranty of Contractor with respect to the Equipment will bind Contractor, nor will any breach thereof relieve Participating Entity of any obligations hereunder. Participating Entity is aware of the name of the manufacturer or supplier of each item of Equipment and will contact the manufacturer or supplier for a description of its warranty rights. Participating Entity hereby acknowledges and confirms that it has not received any tax, financial, accounting or legal advice from the manufacturer or Contractor of the Equipment. THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. Participating Entity agrees that any manufacturer or supplier warranty or service agreement is a separate and independent obligation of Contractor to Participating Entity, that no assignee of the Lessor shall have any obligation to Participating Entity with respect to such warranty or service agreement and that its obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim it may have against Contractor.

INDEMNITY: Contractor is not responsible for any loss or injuries caused by the installation or use of the Equipment. To the extent permitted by applicable law, Participating Entity agrees to hold Contractor harmless, reimburse Contractor for loss, and to defend Contractor against any claim for losses or injury or death caused by the Equipment. Contractor reserves the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement. PARTICIPATING ENTITY AGREES THAT CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

TAXES AND FEES: Participating Entity agrees to (a) reimburse Contractor for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to Contractor each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If Participating Entity does not have a \$1.00 purchase option, Contractor will file all personal property, use or other tax returns and Participating Entity agrees to pay Contractor a processing fee for making such filings. If Contractor is required to file and pay property tax, Participating Entity agrees to either (a) reimburse Contractor for all personal property and other similar taxes and governmental charges associated with ownership, possession, or use of the Equipment when billed by jurisdictions; or (b) remit to Contractor each billing period a pro-rated equivalent of such taxes and governmental charges not to exceed 0.363% of the cost of the Equipment per month as part of the Lease Payment. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. The base rental payment shall be adjusted proportionately upward or downward, if the taxes related to the equipment exceeds or is less than the estimate provided to Participating Entity. Further, to the extent permitted by applicable law, Participating Entity will indemnify Contractor upon demand and on a net after tax basis against the loss (including recapture) of or inability to claim, or if we shall suffer a disallowance or deferral of, as determined in good faith by Contractor, any Equipment ownership, or Lease-related, federal and/or state income tax benefits anticipated by Contractor at the commencement date resulting from any of Participating Entity's acts or omissions or any inaccuracy of any statements or information provided by Participating Entity. This indemnity will continue even after the termination of this Agreement and the Leases.

ASSIGNMENT: Participating Entity agrees that Contractor may not sell, assign or transfer any Lease without notice, and if such assignment occurs, the new owner will have the same rights and benefits that Contractor now has and will not be required to perform any of Contractor's obligations. The rights of the new owner will not be subject to any claims, defenses, or set-offs that Participating Entity may have against Contractor.

Contractor may assign, solely for financing purposes, upon written notification to the State of South Dakota Division of Purchasing, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment, however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 18-001 or this 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 South Dakota Division of Purchasing.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

DEFAULT AND REMEDIES: If Participating Entity does not pay any lease payment or other sum due to Contractor when due or if Participating Entity breaks any of its promises in the lease Participating Entity will be in default. If Participating Entity is ever in default, with respect to the Equipment, Participating Entity agrees to pay Contractor as liquidated damages, the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

Contractor may recover interest on any unpaid balance at the rate of 8% per annum but in no event more than the lawful maximum rate. Contractor may also use any of the remedies available to it under Article 2A of the Uniform Commercial Code as enacted in the State of Contractor's or its Assignee or any other law. Participating Entity agrees that the prevailing party is entitled to recover its reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under the lease including, but not limited to, any legal action or referral for collection. Participating Entity agrees that any delay or failure to enforce Contractor's rights under this lease does not prevent Contractor from enforcing any rights at a later time. All of Contractor's rights are cumulative.

UCC FILINGS: Participating Entity grants Contractor a security interest in the Equipment if this Agreement is deemed a secured transaction and Participating Entity authorizes Contractor to record a UCC-1 financing statement or similar instrument in order to show its interest in the Equipment.

CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state in which Participating Entity resides and shall be governed by and construed in accordance with its laws. The parties agree that for any judicial proceeding in relation to any matter arising under the Agreement, each party irrevocably agrees that any such matter may be adjudged or determined in any court or courts in any other court having jurisdiction over the Participating Entity or its assets, all at the sole election of the Contractor. Participating Entity hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Contractor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN THE PARTIES.**

LESSEE GUARANTEE: Participating Entity agrees, upon Contractor request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any Schedule(s) signed by

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

Participating Entity, whether manually or electronically, and submitted to Contractor by facsimile or other electronic transmission shall, upon execution by Contractor (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by Participating Entity when manually or electronically countersigned by Contractor or attached to Contractor's original signature counterpart and/or in Contractor's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph f) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

SOFTWARE: Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.

Notwithstanding any other terms and conditions of this Agreement, Participating Entity agrees that as to software only: a) Contractor has not had, do not have, nor will have any title to such software, b) Participating Entity has executed or will execute a separate software license Agreement of which Contractor is not a party to and has no responsibilities whatsoever in regards to such license Agreement, c) Participating Entity has selected such software and as per Agreement paragraph d, CONTRACTOR MAKES NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. PARTICIPATING ENTITY'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OR FAILURE IN ANY WAY OF THE SOFTWARE.

ADDITIONAL TERMS AND CONDITIONS

- This Agreement will continue for the term specified in the Schedule and any extension or renewal of the term will be in accordance with the Master Agreement as modified by this Participating Addendum.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

- Participating Entity's obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim except as specified under the Master Agreement Section 4.5.8 (h)(i).
- It is further agreed that Participating Entity's rights and remedies are governed exclusively by this Agreement and it waives its rights under Article 2A (Sections 508-522) of the UCC.
- Participating Entity agrees to keep the Equipment free and clear of all liens and claims.
- Participating Entity will keep and use the Equipment at its address shown in the Schedule and agree not to move it without Contractor's consent.
- All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor.

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:

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

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

PARTICIPATING ADDENDUM**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

PARTICIPATING ADDENDUM EXHIBIT C**MPS Statement of Work Agreement****RFP-NP-18-001****Copiers and Managed Print Services**

Agency/Customer:		Contractor:	
Contact Name:		Contact Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	
Fax:		Fax:	
		Contractor website:	
Print Assessment Date:		Period of Performance:	
Statement of Work must incorporate the following documents:			
1) NASPO ValuePoint Master Agreement # _____		[Imbed document here]	
2) Participating Addendum # _____		[Imbed document here]	
3) Contractor's Print Assessment		[Imbed document here]	

Statement of Work, at a minimum, must include the following elements:

1. Introduction:

Describe your current environment. What is your inventory, including owned, rented, or leased Devices

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

2. Scope:

Include Project scope (i.e. single-function, multi-function printers etc.) and software

3. Out of Scope:

This Project does not cover the following functions or deliverables:

4. Objective:

The main objective of this project is:

System and procedures will be set up to allow:

5. Location:

Enter all physical locations of where work will be performed

6. Discovery/Assessment:

Contractor will be required to discover/assess Purchasing Entity print environment as described below:

Deliverables:

Describe the deliverables for Discovery/Assessment

Checkpoints:

Describe the checkpoints for Discovery/Assessment

7. Data Security

Include description of data security requirements

8. Data Breach

Describe any data breach requirements

9. Equipment Guarantees

Describe downtime, on-site service, response time etc. (Note: this section must, at a minimum, adhere to the same requirements as outlined in the Master Agreement and/or Participating Addendum)

10. End of Life/Equipment replacement

Insert description of end of life/equipment replacement process

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

11. Implementation:

Deliverables:

Describe the deliverables for Implementation

Checkpoints:

Describe the checkpoints for Implementation

User Acceptance Testing:

Describe User Acceptance Testing for Implementation

Production Rollout:

Describe the Production Rollout for Implementation

12. Contractor Staff and Support

Describe Contractor staff roles and their availability

13. Purchasing Entity Roles and Responsibilities

Insert description of Purchasing Entity Roles and Responsibilities including:

Contacts:

Project Manager

End-User Representative

System Administrator

Technical Support

General and Technical Responsibilities:

Insert description of Purchasing Entity Roles and Responsibilities

14. Performance Penalties

Insert description of Contractor Performance Penalties

15. Payment

Describe billing cycles and invoice information

PARTICIPATING ADDENDUM**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

This Agreement is entered into by and between the *[Purchasing Entity]*, located at *[Agency address]* and *[Contractor]* licensed to conduct business in the State of _____ (*"Contractor"*), located at *[Contractor address]* for the purpose of providing *Managed Print Services*.

The signatories to this Managed Print Services Agreement represent that they have the authority to bind their respective organizations to this Agreement.

In Witness Whereof, the parties hereto, having read this Managed Print Services Agreement in its entirety, including all attachments, have executed this Agreement.

This Agreement is effective this _____ day of _____, 2____.

Initial term of this Agreement is _____ year(s) or until _____.

Maximum term of this Agreement is five (5) years, or until _____.

Contractor Signature	Date	Purchasing Entity Signature	Date
Contractor Printed Name, Title		Purchasing Entity Printed Name, Title	

