

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
88826 04

PAGE 1 of 2	ORDER DATE 12/08/22
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 1906344	
VENDOR ADDRESS: CANON USA INC 1 CANON PARK MELVILLE NY 11747-3036	

THE CONTRACT PERIOD IS:

JANUARY 01, 2023 THROUGH JULY 31, 2024

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement 140595

Contract to supply and deliver Copiers and Managed Print Services to the State of Nebraska for the period of January 1, 2023, through July 31, 2024, per the terms, conditions and specifications of the NASPO ValuePoint Master Agreement.

Payment Terms: Net 45

(For State Agencies - State agencies are not allowed to purchase copiers, printers and devices directly off this contract. Please contact the Copy Services at 402-471-2912 to receive a copier survey.)

(For the File - This RFP and Contract are bid and awarded by the State of Colorado. All backup bids, etc. are retained by the State of Colorado, Purchasing Division.)

The pricing on this Contract is a not-to-exceed rate.

- Group A - MFD, A3
- Group B - MFD, A4
- Group C - Production Equipment
- Group D - Single-Function Printers
- Group E - Large/Wide Format Equipment
- Group F - Scanners
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

Vendor Contact: Dave Rothausen
Phone: 631-330-5443
email: drothausen@cusa.canon.com

(12/31/19 ml)

DocuSigned by:
Joy Fischer 12/9/2022
8D62183E09CA4C2... BUYER

DocuSigned by:
Michelle Potts 12/11/2022
B30691ZD66EE486... MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENTState Purchasing Bureau
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Lincoln, Nebraska 68508Telephone: (402) 471-6500
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PAGE 2 of 2	ORDER DATE 12/08/22
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 1906344	

CONTRACT NUMBER
88826 04

AMENDMENT ONE (1) AS ATTACHED. (10/27/20 sc)

AMENDMENT TWO (2) AS ATTACHED (3/12/2021 ch)

PARTICIPATING ADDENDUM AMENDMENT THREE (3) AS ATTACHED. (1/9/22 MH)

PARTICIPATING ADDENDUM AMENDMENT FOUR (4) AS ATTACHED. (12/8/22 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	COPIERS	2,976,503.0000	\$	1.0000	2,976,503.00
2	MANAGED PRINT SERVICES	1,000,000.0000	\$	1.0000	1,000,000.00
3	CATALOG ITEMS	300,000.0000	\$	1.0000	300,000.00
4	COST PER CLICK	3,000,000.0000	\$	1.0000	3,000,000.00
5	MAINTENANCE FOR THE DEPARTMENT OF TRANSPORTATION	60.0000	MO	1,479.1300	88,747.80
6	MAINTENANCE FOR THE DR-G1130 SCANNER SECRETARY OF STATE RECORDS MANAGEMENT	6,584.0000	\$	1.0000	6,584.00
7	MAINTENANCE FOR THE DR-G1120 SCANNER SECRETARY OF STATE BUSINESS SERVICES	5,000.0000	\$	1.0000	5,000.00
8	MAINTENANCE FOR THE DR-G2140 SCANNER IN SECRETARY OF STATE OFFICE ANNUAL MAINTENANCE OF \$896.00	4,500.0000	\$	1.0000	4,500.00
9	ECAREPAK MAINTENANCE FOR THREE DR-G2140 SCANNERS IN LABOR DEPARTMENT OF LABOR FOR 9 MONTHS PLUS 1 YEAR	4,518.0000	\$	1.0000	4,518.00
10	ECAREPAK MAINTENANCE FOR TWO DR-G2140 SCANNER IN SECRETARY OF STATE OFFICE FOR 2 YEARS	3,442.5000	\$	1.0000	3,442.50

7,389,295.30**Total Order**DS
JF

BUYER INITIALS

**PARTICIPATING ADDENDUM
Amendment Four
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Copiers and Managed Print Services
Administered by the State of Colorado (hereinafter "Lead State")**

MASTER AGREEMENT
Master Agreement No: 140595
Canon USA Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 88826 O4

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Canon USA, Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. 140595 to provide Copiers and Managed Print Services, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 88826 O4.

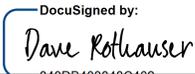
WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

- 1. **CHANGES:** The purpose of this Amendment Four is as follows:
 - a. Contract Period: Extended from January 1, 2023 through July 31, 2024.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Participating State: State of Nebraska	Contractor: Canon USA, Inc.
By:  <small>DocuSigned by: B306917D68EE486...</small>	By:  <small>DocuSigned by: 040ED403840C402...</small>
Name: Michelle Potts	Name: Dave Rothausser
Title: Interim Materiel Administrator	Title: Manager, Contracts & Compliance
Date: 12/11/2022	Date: 12/6/2022

MASTER AGREEMENT AMENDMENT

Amendment # 3	Master Agreement # 140595	Amendment CMS # 178452
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Canon U.S.A., Inc.** (hereinafter called “Contractor”), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A. The Parties entered into a Master Agreement effective August 8, 2019, that authorized Participating States to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number 140595.
- B. The Master Agreement was extended through December 31, 2022 via execution of Amendment #1, CMS #170825.
- C. The Master Agreement was amended on April 12, 2022, via Amendment #2, CMS # 175069, in order to modify language in Section 3.1.3 of the Contract.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for a final term, beginning on January 1, 2023, and ending on July 31, 2024.

7. START DATE

This Amendment shall take effect on January 1, 2023.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

<p>CONTRACTOR Canon U.S.A., Inc.</p> <p>By: _____ Title: _____</p> <p style="text-align: center;">Mason Olds SVP DocuSigned by: <i>Mason Olds</i> 4B616C4FF5E14C3... Signature 8/26/2022</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor</p> <p>Department of Personnel and Administration Tony Gherardini, Executive Director</p> <p style="text-align: center;">DocuSigned by: <i>John Chapman</i> EF45AFDEB51E414... By: John Chapman, State Purchasing Manager 8/26/2022</p> <p>Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
DocuSigned by:
Rachael Kamlet
8D1AC497138C48B...

Date: _____ 8/30/2022

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
88826 O4

PAGE 1 of 2	ORDER DATE 01/09/22
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 1906344	
VENDOR ADDRESS: CANON USA INC 1 CANON PARK MELVILLE NY 11747-3036	

THE CONTRACT PERIOD IS:

JANUARY 01, 2022 THROUGH DECEMBER 31, 2022

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 88826 O4

Awarded from NASPO Value Point Master Agreement 140595

Contract to supply and deliver Copiers and Managed Print Services to the State of Nebraska for the period of January 1, 2022 through December 31, 2022 per the terms, conditions and specifications of the NASPO ValuePoint Master Agreement.

Payment Terms: Net 45

(For State Agencies - State agencies are not allowed to purchase copiers, printers and devices directly off this contract. Please contact the Copy Services at 402-471-2912 to receive a copier survey.)

(For the File - This RFP and Contract are bid and awarded by the State of Colorado. All backup bids, etc. are retained by the State of Colorado, Purchasing Division.)

The pricing on this Contract is a not-to-exceed rate.

- Group A - MFD, A3
- Group B - MFD, A4
- Group C - Production Equipment
- Group D - Single-Function Printers
- Group E - Large/Wide Format Equipment
- Group F - Scanners
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

Vendor Contact: Dave Rothauser
Phone: 631-330-5443
email: drothauser@cusa.canon.com

(12/31/19 ml)

DocuSigned by:
Joy Fischer / 10/2022 DS
PK 1/10/2022
BUYER

DocuSigned by:
Amara Block 1/11/2022
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENTState Purchasing Bureau
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Lincoln, Nebraska 68508Telephone: (402) 471-6500
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PAGE 2 of 2	ORDER DATE 01/09/22
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 1906344	

CONTRACT NUMBER
88826 04

AMENDMENT ONE (1) AS ATTACHED. (10/27/20 sc)

AMENDMENT TWO (2) AS ATTACHED (3/12/2021 ch)

PARTICIPATING ADDENDUM AMENDMENT THREE (3) AS ATTACHED. (1/9/22 MH)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	COPIERS	2,976,503.0000	\$	1.0000	2,976,503.00
2	MANAGED PRINT SERVICES	1,000,000.0000	\$	1.0000	1,000,000.00
3	CATALOG ITEMS	300,000.0000	\$	1.0000	300,000.00
4	COST PER CLICK	3,000,000.0000	\$	1.0000	3,000,000.00
5	MAINTENANCE FOR THE DEPARTMENT OF TRANSPORTATION	60.0000	MO	1,479.1300	88,747.80
6	MAINTENANCE FOR THE DR-G1130 SCANNER SECRETARY OF STATE RECORDS MANAGEMENT	6,584.0000	\$	1.0000	3,584.00
7	MAINTENANCE FOR THE DR-G1120 SCANNER SECRETARY OF STATE BUSINESS SERVICES	5,000.0000	\$	1.0000	5,000.00
8	MAINTENANCE FOR THE DR-G2140 SCANNER IN SECRETARY OF STATE OFFICE ANNUAL MAINTENANCE OF \$896.00	4,500.0000	\$	1.0000	4,500.00
9	ECAREPAK MAINTENANCE FOR THREE DR-G2140 SCANNERS IN LABOR DEPARTMENT OF LABOR FOR 9 MONTHS PLUS 1 YEAR.	4,518.0000	\$	1.0000	4,518.00
10	ECAREPAK MAINTENANCE FOR TWO DR-G2140 SCANNER IN SECRETARY OF STATE OFFICE for 2 YEARS.	3,442.5000	\$	1.0000	3,442.50
Total Order					7,386,295.30

DS
JF

BUYER INITIALS

**PARTICIPATING ADDENDUM
Amendment Three
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Copiers and Managed Print Services
Administered by the State of Colorado (hereinafter "Lead State")**

MASTER AGREEMENT
Master Agreement No: 140595
Canon USA Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 88826 O4

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Canon USA, Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. 140595 to provide Copiers and Managed Print Services, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 88826 O4.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

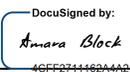
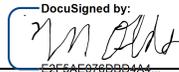
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. **CHANGES:** The purpose of this Amendment Three is as follows:

- a. Contract Period: Extended from January 1, 2022 through December 31, 2022.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Participating State: State of Nebraska	Contractor: Canon USA, Inc.
By: 	By: 
Name: Amara Block	Name: Mason Olds
Title: Interim Materiel Administrator	Title: SVP
Date: 1/11/2022	Date: 12/28/2021

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 140595	Amendment CMS # 170824
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Canon U.S.A., Inc.** (hereinafter called “Contractor”), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **August 8, 2019**, that authorized Participating States to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number **140595**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on January 1, 2022, and ending on December 31, 2022.

7. START DATE

This Amendment shall take effect on January 1, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

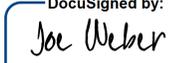
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Canon U.S.A., Inc. Mason Olds By: _____ Title: _____  36621C0145CA436... Signature Date: 9/3/2021	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Kara Veitch, Executive Director  EF45AFDEB51E414... By: John Chapman, State Purchasing Manager Date: 9/3/2021
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: 
AE2B5FC1373241D... Date: 9/3/2021

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
88826 O4

PAGE 1 of 2	ORDER DATE 03/12/21
BUSINESS UNIT 9000	BUYER ERICA MCCLINTON (AS)
VENDOR NUMBER: 1906344	
VENDOR ADDRESS: CANON USA INC 1 CANON PARK MELVILLE NY 11747-3036	

THE CONTRACT PERIOD IS:

JANUARY 01, 2020 THROUGH DECEMBER 31, 2021

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 88826 O4

Awarded from NASPO Value Point Master Agreement 140595

Contract to supply and deliver Copiers and Managed Print Services to the State of Nebraska for the period of January 1, 2020 through December 31, 2021 per the terms, conditions and specifications of the NASPO ValuePoint Master Agreement.

Payment Terms: Net 45

(For State Agencies - State agencies are not allowed to purchase copiers, printers and devices directly off this contract. Please contact the Copy Services at 402-471-2912 to receive a copier survey.)

(For the File - This RFP and Contract are bid and awarded by the State of Colorado. All backup bids, etc. are retained by the State of Colorado, Purchasing Division.)

The pricing on this Contract is a not-to-exceed rate.

Group A - MFD, A3
Group B - MFD, A4
Group C - Production Equipment
Group D - Single-Function Printers
Group E - Large/Wide Format Equipment
Group F - Scanners
Managed Print Services (MPS)
Supplies
Software
Accessories for Discontinued Base Units

Vendor Contact: Dave Rothausen;
Phone: 631-330-5443
email: drothausen@cusa.canon.com

Erica McClinton

PK

DocuSigned by:
3C009A89D5C34B7... BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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88826 O4

PAGE 2 of 2	ORDER DATE 03/12/21
BUSINESS UNIT 9000	BUYER ERICA MCCLINTON (AS)
VENDOR NUMBER: 1906344	

(12/31/19 ml)

AMENDMENT ONE (1) AS ATTACHED. (10/27/20 sc)

AMENDMENT TWO (2) AS ATTACHED (3/12/2021 ch)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	COPIERS	2,976,503.0000	\$	1.0000	2,976,503.00
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4	COST PER CLICK	3,000,000.0000	\$	1.0000	3,000,000.00
5	MAINTENANCE FOR THE DEPARTMENT OF TRANSPORTATION	60.0000	MO	1,479.1300	88,747.80
6	MAINTENANCE FOR THE DR-G1130 SCANNER SECRETARY OF STATE RECORDS MANAGEMENT	3,584.0000	\$	1.0000	3,584.00
7	MAINTENANCE FOR THE DR-G1120 SCANNER SECRETARY OF STATE BUSINESS SERVICES	5,000.0000	\$	1.0000	5,000.00
8	MAINTENANCE FOR THE DR-G2140 SCANNER IN SECRETARY OF STATE OFFICE ANNUAL MAINTENANCE OF \$896.00	4,500.0000	\$	1.0000	4,500.00
9	ECAREPAK MAINTENANCE FOR THREE DR-G2140 SCANNERS IN LABOR DEPARTMENT OF LABOR FOR 9 MONTHS PLUS 1 YEAR.	4,518.0000	\$	1.0000	4,518.00
10	ECAREPAK MAINTENANCE FOR TWO DR-G2140 SCANNER IN SECRETARY OF STATE OFFICE for 2 YEARS.	3,442.5000	\$	1.0000	3,442.50
Total Order					7,386,295.30

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BUYER INITIALS

**PARTICIPATING ADDENDUM
Amendment Two
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
COPIERS AND MANAGED PRINT SERVICES**

Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT
Canon U.S.A., Inc
Master Agreement #140595
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State")
Participating State Contract Number 88826 O4

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Canon U.S.A., Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as Master Agreement #140595 to provide Copiers and Managed Print Services, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 88826 O4.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective date is date of execution by both parties.

1. **CHANGES:** The purpose of Amendment One is to add the following line to the contract:

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
9	eCarePAK Maintenance for three DR-G2140 Scanners in Department of Labor for 9 months plus 1 year.	4,518.00	\$	\$1.00	\$4,518.00
10	eCarePAK Maintenance for two DR-G2140 Scanners in Secretary of State Office for 2 years.	3,442.50	\$	\$1.00	\$3,442.50

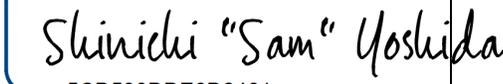
This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

**PARTICIPATING ADDENDUM
Amendment Two
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
COPIERS AND MANAGED PRINT SERVICES**

Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT
Canon U.S.A., Inc
Master Agreement #140595
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State")
Participating State Contract Number 88826 O4

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

Participating Entity: State of Nebraska	Contractor: Canon U.S.A., Inc.
Signature: DocuSigned by:  6F1A26D8C1D24BC...	Signature: DocuSigned by:  5CD530DDE6D2461...
Name: Doug Carlson	Name: Shinichi "Sam" Yoshida
Title: Materiel Administrator	Title: EVP & GM
Date: 4/2/2021	Date: 3/26/2021

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.]***

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
88826 O4

PAGE 1 of 2	ORDER DATE 10/27/20
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1906344	
VENDOR ADDRESS: CANON USA INC 1 CANON PARK MELVILLE NY 11747-3036	

THE CONTRACT PERIOD IS:

JANUARY 01, 2020 THROUGH DECEMBER 31, 2021

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 88826 O4

Awarded from NASPO Value Point Master Agreement 140595

Contract to supply and deliver Copiers and Managed Print Services to the State of Nebraska for the period of January 1, 2020 through December 31, 2021 per the terms, conditions and specifications of the NASPO ValuePoint Master Agreement.

Payment Terms: Net 45

(For State Agencies - State agencies are not allowed to purchase copiers, printers and devices directly off this contract. Please contact the Copy Services at 402-471-2912 to receive a copier survey.)

(For the File - This RFP and Contract are bid and awarded by the State of Colorado. All backup bids, etc. are retained by the State of Colorado, Purchasing Division.)

The pricing on this Contract is a not-to-exceed rate.

- Group A - MFD, A3
- Group B - MFD, A4
- Group C - Production Equipment
- Group D - Single-Function Printers
- Group E - Large/Wide Format Equipment
- Group F - Scanners
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

Vendor Contact: Dan Rothauser;
Phone: 631-330-5443
email: drothausen@cusa.canon.com

DS
PK

Nancy Storant
Buyer Signed by
304D19895BCD40F... BUYER

[Signature]
6F1A26D80410245C... MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
88826 04

PAGE 2 of 2	ORDER DATE 10/27/20
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1906344	

(12/31/19 ml)

AMENDMENT ONE (1) AS ATTACHED. (10/27/20 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	COPIERS	3,000,000.0000	\$	1.0000	2,976,503.00
2	MANAGED PRINT SERVICES	1,000,000.0000	\$	1.0000	1,000,000.00
3	CATALOG ITEMS	300,000.0000	\$	1.0000	300,000.00
4	COST PER CLICK	3,000,000.0000	\$	1.0000	3,000,000.00
5	MAINTENANCE FOR THE DEPARTMENT OF TRANSPORTATION	60.0000	MO	1,479.1300	88,747.80
6	MAINTENANCE FOR THE DR-G1130 SCANNER SECRETARY OF STATE RECORDS MANAGEMENT	3,584.0000	\$	1.0000	3,584.00
7	MAINTENANCE FOR THE DR-G1120 SCANNER SECRETARY OF STATE BUSINESS SERVICES	5,000.0000	\$	1.0000	5,000.00
8	MAINTENANCE FOR THE DR-G2140 SCANNER IN SECRETARY OF STATE OFFICE ANNUAL MAINTENANCE OF \$896.00	4,500.0000	\$	1.0000	4,500.00
	Total Order				7,378,334.80

DS
NS

BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment One
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
COPIERS AND MANAGED PRINT SERVICES

Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT
Canon U.S.A., Inc
Master Agreement #140595
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State")
Participating State Contract Number 88826 O4

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Canon U.S.A., Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as Master Agreement #140595 to provide Copiers and Managed Print Services, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 88826 O4.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective date is date of execution by both parties.

1. **CHANGES:** The purpose of Amendment One is to add the following line to the contract:

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
8	Maintenance for the DR-G2140 Scanner in Secretary of State Office Annual Maintenance of \$896.00	4,500	\$	\$1.00	\$4,500.00

This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

**PARTICIPATING ADDENDUM
Amendment One
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
COPIERS AND MANAGED PRINT SERVICES**

Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT
Canon U.S.A., Inc
Master Agreement #140595
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State")
Participating State Contract Number 88826 O4

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

Participating Entity: State of Nebraska	Contractor: Canon U.S.A., Inc.
Signature:	Signature:
DocuSigned by: 	DocuSigned by: 
Name: Doug Carlson	Name:
Title: Materiel Administrator	Title:
Date:	Date:

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.]***

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
88826 04

PAGE 1 of 2	ORDER DATE 12/31/19
BUSINESS UNIT 65050019	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1906344	
VENDOR ADDRESS: CANON USA INC 1 CANON PARK MELVILLE NY 11747-3036	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JANUARY 01, 2020 THROUGH DECEMBER 31, 2021

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO Value Point Master Agreement 140595

Contract to supply and deliver Copiers and Managed Print Services to the State of Nebraska for the period of January 1, 2020 through December 31, 2021 per the terms, conditions and specifications of the NASPO ValuePoint Master Agreement.

Payment Terms: Net 45

(For State Agencies - State agencies are not allowed to purchase copiers, printers and devices directly off this contract. Please contact the Copy Services at 402-471-2912 to receive a copier survey.)

(For the File - This RFP and Contract are bid and awarded by the State of Colorado. All backup bids, etc. are retained by the State of Colorado, Purchasing Division.)

The pricing on this Contract is a not-to-exceed rate.

- Group A - MFD, A3
- Group B - MFD, A4
- Group C - Production Equipment
- Group D - Single-Function Printers
- Group E - Large/Wide Format Equipment
- Group F - Scanners
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

Vendor Contact: Dan Rothauer;
Phone: 631-330-5443
email: drothauer@cusa.canon.com
(12/31/19 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	COPIERS	3,000,000.0000	\$	1.0000	3,000,000.00

12/21/19
PK
Nancy Storant
BUYER
[Signature]
MATERIEL ADMINISTRATOR
1/2/20

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 12/31/19
BUSINESS UNIT 65050019	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1906344	

CONTRACT NUMBER
88826 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
2	MANAGED PRINT SERVICES	100,000.0000	\$	1.0000	1,000,000.00
3	CATALOG ITEMS	300,000.0000	\$	1.0000	300,000.00
4	COST PER CLICK	3,000,000.0000	\$	1.0000	3,000,000.00
5	MAINTENANCE FOR THE DEPARTMENT OF TRANSPORTATION	60.0000	MO	1,479.1300	88,747.80
6	MAINTENANCE FOR THE DR-G1130 SCANNER SECRETARY OF STATE RECORDS MANAGEMENT	3,000.0000	\$	1.0000	3,000.00
7	MAINTENANCE FOR THE DR-G1120 SCANNER SECRETARY OF STATE BUSINESS SERVICES	5,000.0000	\$	1.0000	5,000.00
Total Order					7,396,747.80




BUYER INITIALS

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
COPIERS AND MANAGED PRINT SERVICES
Administered by the State of Colorado (hereinafter "Lead State")**

MASTER AGREEMENT

Canon U.S.A., Inc
Master Agreement #140595
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Participating State Contract Number 88826 O4

Page 1 of 12

1. **Scope:** This participating addendum (sometimes hereinafter referred to as "contract") 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 authorized by that state's statutes to utilize state 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 – MFD, A3
Group B – MFD, A4
Group C – Production Equipment
Group D – Single-Function Printers
Group E – Large/Wide Format Equipment
Group F – Scanners
Managed Print Services (MPS)
Supplies
Software
Accessories for Discontinued Base Units

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 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.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
COPIERS AND MANAGED PRINT SERVICES
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Canon U.S.A., Inc
Master Agreement #140595
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State")
Participating State Contract Number 88826 O4

Page 2 of 12

3. Participating State Modifications and Additions to Master Agreement:

A. PRICES

Price shall be net, including transportation and delivery charges fully prepaid by the Contractor, F.O.B. Destination. No additional charges will be allowed for packing, packages, or partial delivery costs. Contractor may charge for excessive installation requirements including rigging, excessive access alterations and access to non-ground floors via stairs if approved in writing by the Purchasing Entity. Any such excessive installation charges must be quoted and approved in writing by the Purchasing Entity prior to the signature of any lease or purchase agreement and the resulting charge may not exceed the quote.

B. CONTRACT PERIOD: January 1, 2020 through December 31, 2021. The Contract includes the option to renew for three (3) additional one (1) year periods upon mutual agreement of the Parties.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Participating Addendum.

D. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and/or maintained. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the Participating State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the Participating State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a deductible is required, or if the Contractor elects to increase the deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
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Canon U.S.A., Inc
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And
State of Nebraska
(hereinafter "Participating State")
Participating State Contract Number 88826 O4

Page 3 of 12

work. This policy shall be written to meet the statutory requirements for the Participating State in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the Participating State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the Participating State, and others as required by the contract documents, as Additional Insured(s). The requirement for Additional Insured status shall be met with production of blanket endorsements. This policy shall be primary, and any insurance or self-insurance carried by the Participating State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$5,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
COPIERS AND MANAGED PRINT SERVICES
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Includes Non-Owned Disposal Sites	
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. EVIDENCE OF COVERAGE

The Contractor must furnish the Participating State a certificate of insurance coverage complying with the above requirements to the Participating State Primary Contact. The Certificate Holder information should read as follows:

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the Participating State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new certificate of insurance shall be submitted immediately to ensure no break in coverage.

E. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the Contractor or its services are endorsed or preferred by the Participating State. News releases pertaining to the project shall not be issued without prior written approval from the Participating State.

F. SITE RULES AND REGULATIONS

The Contractor shall use its commercially reasonable efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations provided in advance to Contractor or Subcontractors while on Participating State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the Participating State, it must make arrangements with the Participating State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the Participating State on the basis of lack of access, unless the Participating State fails to provide access as agreed to between the Participating State and the Contractor.

G. EARLY TERMINATION

This contract may be terminated as follows.

1. The Participating State and the Contractor, by mutual written agreement, may terminate this contract at any time.
2. The Participating State, in its sole discretion, may terminate this contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Upon such termination Participating State may also

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
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terminate any or all Orders, provided the termination of any Order(s) is effective prior to shipment of product. Such termination shall not relieve the Contractor of warranty obligations that extend beyond the expiration of the Order incurred under the terms of this contract. In the event of such termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The Participating State may terminate this contract, and if so may also terminate any or all Orders, immediately for the following reasons:
 - i. if directed to do so by statute;
 - ii. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - iii. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - iv. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - v. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - vi. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - vii. Contractor intentionally discloses confidential information;
 - viii. Contractor has or announces it will discontinue support of the deliverable;
 - ix. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - x. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

4. Each Eligible Customer, in its sole discretion, may terminate any or all of its Orders (but not lease agreements) for products or services then in effect upon thirty (30) calendar day's written notice to the Contractor provided the termination of any Order(s) is effective prior to shipment of product. Such termination shall not relieve the Contractor of warranty that extend beyond the expiration of the Order incurred under the terms of this contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided. The Eligible Customer may also terminate any or all of its Orders (but not lease agreements) immediately per sub-paragraph 3(i) through (x).

H. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The Participating State may terminate this contract or any or all Orders, in whole or in part, in the event funding is no longer available. The Participating State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract or such Orders. Should said funds not be appropriated, the Participating State may terminate the contract or Orders with respect to those payments for the fiscal years for which such funds are not appropriated. The Participating State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
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(address and room number) of any related equipment. All obligations of the Participating State to make payments after the termination date will cease and all interest of the Participating State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit. Each Eligible Customer shall also have the same rights as the Participating State as provided in this Section H to terminate any or all of its Orders in the event funding is no longer available for such Orders.

I. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the Participating State.

J. PAYMENT

Participating State will render payment to Contractor on each Order when the terms and conditions of such Order and specifications have been satisfactorily completed on the part of the Contractor in accordance with the terms of this Participating Addendum and the Master Agreement. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The Participating State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the Participating State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

K. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the Participating State, and no action by the Participating State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the Participating State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the Participating State as an amendment to the contract.

L. RIGHT TO AUDIT

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the Participating State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the Participating State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the Participating State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the Participating State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Participating State's findings to Contractor.

M. TAXES

The Participating State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

N. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
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Canon U.S.A., Inc
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And
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Participating State Contract Number 88826 O4

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O. INDEMNIFICATION

1. Personnel

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

2. Self-Insurance

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The Participating State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the Participating State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

Q. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the Participating State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

R. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the Participating State.

S. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

T. ELIGIBLE CUSTOMERS

The Contractor may extend this contract to Eligible Customers, including prices hereunder. If so, an Eligible Customer may submit Orders pursuant to this contract, and with respect to each such Order the Eligible Customer shall have the same rights as does the Participating State with respect to its Orders. Terms and conditions of the Contract must be met by the Eligible Customers. Under no circumstances shall the Participating State be contractually obligated or

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liable for any purchases by Eligible Customers. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

U. REPORTS

The Contractor shall also provide to the State of Nebraska participating agency quarterly utilization reports containing information as set forth in the Master Agreement, which at a minimum, shall include the following information pertaining to State of Nebraska Utilization:

1. Purchase order number;
2. Description;
3. Quantity; and
4. Price

These reports will be provided in Excel format as prescribed in the Master Agreement and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

X. ADDITIONAL MODIFICATIONS

1. With respect to 4.6 of the Master Agreement, Contractor can provide Participating State 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 4.6.4.D. Some of these options are at an additional cost, including hard drive removal under Section 4.6.5 of the Master Agreement; but options (including hard drive removal, data encryption kit and data erase kit) are only at additional cost if the option is separately listed as an additional cost item under the master NASPO price list. The Participating State 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.
2. With respect to 5.b Administrative Fee/Rebate, the Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State of Nebraska for an amount equal to one half percent (.5%) of net sales (net of any returns, credits, or adjustments under this Addendum) for the quarterly period. The Contractor's NASPO ValuePoint pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

<u>Period End</u>	<u>Fee Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

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The Contractor agrees to provide an Administrative Fee report to the State, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

3. The notification requirements of Section 3.1.5 of the Master Agreement, shall apply exclusively to Contractor (and not any Authorized Dealer) in the event Contractor provides special promotion or pricing as a supplement to the applicable Price Schedule.
4. Notwithstanding the warranty provisions set forth in Sections 4.11 of the Master Agreement, the Participating State shall instead be entitled to the benefits of the generally available Canon warranty (or, in the case of third party products, the manufacturer's or developer's warranty), as applicable, for the hardware and software, including all warranty remedies. Contractor will provide copies of the warranty for particular hardware or software warranties at any time upon request.
5. For the avoidance of doubt, Participating State acknowledges that the "work for hire" provision in Section 6.4 to the Master Agreement, "Pre-Existing Intellectual Property," does not apply to the Equipment and Services furnished under the Agreement.
5. IN NO EVENT SHALL CONTRACTOR OR ITS AUTHORIZED DEALERS, OR THE PARTICIPATING STATE OR ANY ELIGIBLE CUSTOMER, BE LIABLE UNDER THIS CONTRACT OR ANY ORDER 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: Customers which are State agencies may only purchase products, and may not lease products.

Eligible Customers may lease products from Contractor's subsidiary, Canon Financial Services, Inc. ("CFS"), pursuant to the terms and conditions of its standard lease agreement, attached to this contract as Attachment A, for government customers utilizing the Master Price Agreement #140595. To initiate a lease, the Eligible Customer may issue an Order and reference the type of Lease Agreement (FMV, Straight Lease, or \$1 Buyout 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 Eligible Customer to sign a Lease Agreement. Notwithstanding anything to the contrary in this contract, in the event of a conflict between the terms and conditions of the lease agreement and the terms and conditions of this contract, the terms of the lease agreement will supersede and control. Each lease entered into prior to the expiration or termination for any reason whatsoever of this contract shall survive such expiration or termination, and each lease shall be non-cancellable except to the extent if at all as provided pursuant to the terms and conditions of 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, Dave Rothausser, Sr. Bid & Contract Specialist, Government Contracts
Address	1 Canon Park, Melville, NY 11747
Telephone	631-330-5443
E-mail	isgbidadmin@cusa.canon.com

Participating State

Name	State of Nebraska – Nancy Storant
Address	1526 K Street, Suite 130
Telephone	402-471-0974
E-mail	Nancy.Storant@Nebraska.gov

6. Authorized Dealers:

All Canon USA authorized dealers in the State of Nebraska, as shown on the dedicated Canon USA (cooperative contract) website ("Authorized Dealers"), are approved to accept Orders from Participating State or Eligible Customers under the Master Agreement and this contract 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 contract. In the event of disputes between an Authorized Dealer and Participating State or an Eligible Customer, Contractor shall investigate and shall use commercially reasonable efforts to resolve the dispute.

7. Purchase Order Instructions:

All Orders shall be issued only to Authorized Dealers (and lease Orders may be issued directly to CFS, as provided in Section 4), except that Contractor may in its discretion from time to time accept Orders issued by Participating State or Eligible Customers directly to it. All Orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract 88826 O4 (2) customer's Name, Address, Contact, & Phone-Number (3) Purchase order amount.

8. Price Agreement Number:

All purchase orders issued by Participating State or Eligible Customers within the jurisdiction of this participating addendum shall include the Participating State contract number: 88826 O4 and the Lead State price agreement number: #140595.

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9. Individual Customer:

Each State agency and Eligible Customer, as a Purchasing Entity, that purchases or leases products/services will be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each agency and Eligible Customer will be responsible to follow the terms and conditions of the Participating Addendum; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and Eligible Customer will be responsible for their own charges, fees, and liabilities. Each agency and Eligible Customer 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 customer individually.

This Participating Addendum and the Master Agreement number 140595 (administered by the State of Colorado) 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.

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

Participating State: State of Nebraska	Contractor: Canon U.S.A., Inc.
By: 	By: 
Name: Doug Carlson	Name: Shinichi Yoshida
Title: Materiel Administrator	Title: Executive Vice President + G.M., BICG
Date: 1/2/20	Date: 12/17/19

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

NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION

Name	Ted Fosket, Cooperative Development Coordinator
Telephone	(907) 723-3360
E-mail	tfosket@naspovaluepoint.org

**[Fully executed PDF copy of this document should be emailed to
PA@NASPOValuePoint.org to support documentation of participation
 and posting in appropriate data bases]**