



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

November 15, 2022

Toshiba America Business Solutions, Inc.
Attn: Christina Fisher

VIA ELECTRONIC TRANSMISSION
christina.fisher@tabs.toshiba.com

RE: Renewal of Contract PADD20200277, a Contract for Copiers and Printers, for the State of Idaho

Expiring 12/31/2022

The State of Idaho would like to renew the above referenced contract for the period January 1, 2023, to July 31, 2024. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your renewal documents.

**On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

David Miller

David Miller / Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Toshiba America Business Solutions, Inc.

Name & Title (Printed): Larry White, President & CEO

Signature: _____

Date: 11/21/22

Idaho Division of Purchasing

Name & Title (Printed): David Miller / Contract Administrator

Signature: David Miller

Date: 12/21/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for PADD20200277

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

Contract PADD20200277
Contract for Copiers and Printers, for the State of
Idaho

Acknowledgment of Idaho State House Bill 220

Toshiba America Business Solutions, Inc.

"Contractor"

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Larry White

Title: President & CEO

Signature:  _____

Date: 11/21/22

MASTER AGREEMENT AMENDMENT

Amendment # 3	Master Agreement # 140604	Amendment CMS # 178459
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Toshiba America Business Solutions, 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 140604.
- B. The Contract was extended for an additional term beginning on January 1, 2022 and ending on December 31, 2022, via the issuance of Amendment #1, CMS #170833, which was executed on August 6, 2021.
- C. The Master Agreement was amended on April 12, 2022, via Amendment # 2, CMS #175075, 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 an additional 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 align="center">CONTRACTOR Toshiba America Business Solutions, Inc.</p> <p align="center">Larry White</p> <p>By: _____ Title: _____ President & CEO <i>Larry White</i> A6B11E6E7C8740D... Signature Date: 8/23/2022</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director</p> <p align="center">DocuSigned by: <i>John Chapman</i> EE45AFDEB51E414... By: John Chapman, State Purchasing Manager Date: 8/25/2022</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
0D1AC497130C40B...

Date: 8/25/2022

MASTER AGREEMENT AMENDMENT

Amendment # 2	Master Agreement # 140604	Amendment CMS # 175075
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Toshiba America Business Solutions, 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 and Entities to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number 140604.
- B.** The Contract was extended for an additional term beginning on January 1, 2022 and ending on December 31, 2022, via the issuance of Amendment #1, CMS #170833, which was executed on August 6, 2021.

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

- A. Section 3.1.3** of the Master Agreement shall be modified as follows:
 - “a) All requested price increases must include documentation from the Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State’s sole discretion to determine if the requested increase has a direct correlation to the Goods and Services being offered under Contract.”
 - “b) Reserved.”
- B. Section 3.1.7** of the Master Agreement shall be modified as follows:
 - “Product updates are required by the 6th of the month and shall go into effect upon approval by the Lead State.”
- C. Section 3.1.10** of the Master Agreement shall be modified as follows:
 - “Price Lists received after the 6th of the month may not be approved for up to thirty (30) days following submission. In addition, errors in the Contractor’s Price Lists may delay the approval process further.”
- D. Section 3.6.3**, Revising Pricing and Products, shall be struck in its entirety and replaced with “Reserved.”
- E. Section 4.4.3(b)(i)**, End-User Training shall be modified as follows:
 - “1) Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor’s sole

discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

"2) Purchasing Entity may also request an initial, one-hour training session for technical support, which shall include network connectivity and print driver installation. Contractor shall provide this initial training free of charge, via a delivery method mutually agreed upon by Contractor and Purchasing Entity."

7. START DATE

This Amendment shall take effect on the Effective Date.

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 align="center">CONTRACTOR Toshiba America Business Solutions, Inc.</p> <p>By: <u>Larry White</u> Title: <u>President & CEO</u></p> <p><u>Larry White</u> A6B17ECE7C8740D... Signature Date: <u>4/11/2022</u></p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director</p> <p><u>John Chapman</u> EF45AFDEB51E414... By: John Chapman, State Purchasing Manager Date: <u>4/12/2022</u></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

DocuSigned by: **Robert Jaros, CPA, MBA, JD**

By: Rachael Kamlet
6D1AC497138C48B...

Date: 4/12/2022

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Copiers and Printers Toshiba
Contract Number:	PADD20200277
Parties:	State of Idaho Toshiba America Business Solutions, Inc.
This Renewal Value:	1,000,000.00 USD
Total Contract Value:	2,000,000.00 USD
Start Date:	1/1/2022 12:00 AM
End Date:	12/31/2022 11:59 PM

Contract Managers: Patrick Murphy; patrick.murphy@adm.idaho.gov

Instructions

PADD20200277, Copiers and Printers Toshiba (the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Amendment 1 to PADD20200277 are attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Rick Jackson

+1 949-462-6089
rick.jackson@tabs.toshiba.com

Bill To Address

As detailed in sourcing
event or contract
instructions


Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Terms: Net 30

Signed By:

Patrick Murphy

 Digitally signed by Patrick Murphy
Date: 2021.10.06 15:29:56 -06'00'

Patrick Murphy – Contract Administrator

Date

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 140604	Amendment CMS # 170833
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1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between **Toshiba America Business Solutions, 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 **140604**.

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

<p align="center">CONTRACTOR</p> <p align="center">Toshiba America Business Solutions, Inc.</p> <p>Larry White</p> <p>By: _____ Title: <u>President & CEO</u></p> <p><u>Larry White</u> A6B11ECE7C8740D... Signature</p> <p>Date: <u>8/5/2021</u></p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor</p> <p align="center">Department of Personnel and Administration</p> <p align="center">Kara Veitch, Executive Director</p> <p>By: _____ Date: _____</p> <p><u>John Chapman</u> EF45AFDEB51E414... By: John Chapman, State Purchasing Manager</p> <p>Date: <u>8/6/2021</u></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: Joe Weber
AE2B5FC1373241D...

Date: 8/6/2021

Idaho Division of Purchasing

Amendment

Purchase Order Name	Copiers and Printers Toshiba
Contract Number	PADD20200277
Parties	State of Idaho Toshiba America Business Solutions, Inc.
This Amendment's Value	0.00 USD
Total Contract Value	1,000,000.00 USD
Start Date	8/7/2020 12:00 AM
End Date	12/31/2021 11:59 PM

Contract Manager: State of Idaho; arianne.quignon@adm.idaho.gov

Purchasing Lead: [[Name (Additional First Party 1)]]; [[Contact E-mail (Additional First Party 1 Contact)]]

Instructions

PADD20200277, Copiers and Printers Toshiba (the "Contract") is amended as detailed in the attached executed amendment document. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein.

Note: The dollar amount listed in the contract Amendment pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Rick Jackson +1 949-462-

6089rick.jackson@tabs.toshiba.com

Bill To Address

As detailed in
sourcing event or
contract instructions

Ship To Address

As detailed in
sourcing event or
contract instructions

Payment Details Payment

Terms: Net 30Special

Internal Comments:

Signaturesigned By:

Arianne Quignon

Amendment No. 1

To

Contract for Copiers and Managed Print Services

PADD20200277

Parties: The State of Idaho, Division of Purchasing “DOP”
and

Toshiba America Business Solutions, Inc. "Contractor"

Recitals:

- A. The Parties entered into a Contract for Copiers and Managed Print Services pursuant to Master Agreement #140604 set in place by the state of Colorado ("Contract"), effective August 8, 2020, PADD20200277.
- B. Contractor was awarded an initial contract for the purchase and lease of Group A – MFD, A3, Group D – Single Function Printers, Supplies for equipment leased or purchased under this Participating Addendum (PADD), Software for use solely on equipment leased or purchased under this PADD, and Accessories for Discontinued Base Units based on the responsive, responsible Offeror with the highest number of total points, as determined to be in the State's best interest. The initial contract term was through December 2021. The total anticipated contract term, including all extensions, is five (5) years.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The Participating Addendum, Section 10, Lease Terms has been amended as outlined in the attached document.
2. The Participating Addendum, Section 12, Resellers has been amended as outlined in the attached document, allowing for permitted financial transferees to invoice Ordering Entities directly.
3. References updated to refer to the Correct Master Agreement #140604 throughout.
4. There is no increase in the Contract value.
5. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.

This Amendment is effective upon the date of the last signature. In no event will this Amendment be effective until executed by DOP.

State of Idaho, Division of Purchasing

Arianne Quignon
Arianne Quignon, Purchasing Officer

Date: 10/29/2020

Toshiba America Business Solutions, Inc

Walter Holloman
Walter Holloman, VP Enterprise Administration

Contractor signator, and title

Date: 10/29/2020

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Amendment 01

Master Agreement #: 140604
Contractor: TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.
Participating Entity: STATE OF IDAHO
Participating Addendum Number: PADD20200277-01

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

- Group A – MFD, A3
- Group D – Single Function Printers
- Supplies for equipment leased or purchased under this Participating Addendum (PADD)
- Software for use solely on equipment leased or purchased under this PADD
- Accessories for Discontinued Base Units

Permitted Leasing options include thirty-six (36), forty-eight (48), sixty (60), or seventy-two (72) month leases for Fair Market Value (FMV) or Straight Lease only. Purchases are permitted under this PADD; refurbished and remanufactured products are also available.

Master Agreement Terms and Conditions:

1. **Scope:** This PADD covers the lease and purchase equipment within the Groups listed above (including related maintenance, supplies or software) under the solicitation 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.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, state institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Term:** This PADD will be effective on the date of last signature, below, and continue through **December 31, 2021**, unless extended, renewed or terminated earlier. **Note:** The State of Idaho Copier Lease Agreement and each Placement Form (or order) issued prior to the termination of this PADD shall survive the termination of this PADD; and the provisions of this PADD (including all incorporated documents) will continue to be in full force and effect with regard to any leases issued against this PADD prior to its termination.
4. **Volume Placement:** For purposes of this PADD, a volume placement consists of more than (1) machine in one (1) order. The Ordering Entity and the Contractor may negotiate an additional discount for volume placement when placing an Order for machines for purchase, or lease, at one time. Nothing in this PADD prohibits Ordering Entities and Contractor from negotiating additional discounts, based on other factors.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Amendment 01

5. Leases: Equipment leases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

To initiate a lease under this PADD, Ordering Entities coordinate with Contractor's authorized resellers to complete a Placement Form (Exhibit B – Sample Placement Form). It is the expectation that the Contractor or Dealer shall fill out the Placement Form with the required information for the Ordering Entity and the Ordering Entity shall only have to sign and authorize the Placement Form.

A signed Placement Form binds the Contractor and Ordering Entity under this PADD.

Lease Term: Terms for each lease shall begin on the date of physical placement of equipment on Ordering Entity's premises. The initial lease term shall be from the date of placement for thirty-six (36), forty-eight (48) sixty (60), or seventy-two (72) months thereafter.

6. Purchased Equipment: Equipment purchases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

To initiate a purchase under this PADD, Ordering Entities coordinate with Contractor's authorized resellers to complete a Placement Form (Exhibit B – Sample Placement Form). A signed Placement Form is the only authorized document to bind the Contractor and Ordering Entity under this PADD.

Taxes: Ordering Entities are public agencies and exempt from the payment of sales or property tax. Any taxes associated with the sale of Products under this Contract are tax exempt. An ST-101 will be provided to Contractor upon request by the Ordering Entity.

7. Purchases with Maintenance Agreement: Ordering Entities purchasing equipment, refurbished or new, under this PADD, have the option to enter into a Service Agreement with The Contractor for various terms. For all Maintenance Agreements placed under this PADD, a Placement Form must be filled out detailing the Terms for each piece of Equipment. Maintenance Agreements shall incorporate installation and full connectivity as well as toner and products, if applicable.

8. Primary Contacts: The primary contact individuals for this PADD are as follows (or their named successors):

Contractor

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

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Amendment 01

Participating Entity

Name:	Arianne Quignon, Purchasing Officer
Address:	304 N 8 th Street, Room 403, Boise, ID 83702
Telephone:	208-332-1604
Fax:	208-327-7320
Email:	Arianne.quignon@adm.idaho.gov

9. **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.

- 9.1 **Lease Agreement:** Equipment leases are subject to the Terms and Conditions of the State of Idaho Master Copier Equipment Lease Agreement, attached as **Exhibit A**.

- 9.2 **Assignment:** In accordance with Idaho Code 67-9230(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

- 9.3 **Amendments:** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice will result in the Master Agreement amendment automatically being incorporated in this PADD.

- 9.4 **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to force the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Amendment 01

- 9.5 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

***For Example:** If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/vendor_forms.html. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Timeline (Fiscal Year Quarters):

Fee and Report Due:

1 st Quarter	July 1 - Sept 30	October 31st
2 nd Quarter	Oct 1 - Dec 31	January 31st
3 rd Quarter	Jan 1 - Mar 31	April 30 th
4 th Quarter	Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov. Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075**.

10. Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Lease Agreement **Exhibit A**, unless otherwise agreed to. To initiate a lease, Ordering Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV or Straight Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties in addition to the mandatory Placement Form. PO's are not required. **The Contractor may transfer and grant a financial partner rights to its payment interests in a Lease including all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due, but may not transfer its duties, responsibilities or liabilities under a Lease. Any such transfer, 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 hereby intends to transfer and grant, solely for financing purposes, its rights as set forth immediately above and acceptance of this paragraph constitutes the states approval for such transfer. The**

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Amendment 01

Contractor agrees that any transfer of interest will be limited so that it does not constitute a public offering. Regardless of any such transfer, the Contractor will continue to act as principal with regard to carrying out all responsibilities and duties under the contract.

11. End of Term Notification: Contractor must notify a Ordering Entity, in writing, of their End of Term options at least ninety (90) calendar 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 Ordering Entity desires to exercise a purchase, renewal, or return of the Equipment, it will give Contractor at least thirty (30) calendar days written notice prior to the expiration of the lease or maintenance agreement term. Notwithstanding anything to the contrary, if Ordering 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 maintenance agreement shall be automatically switch to a month-to month agreement for as long as both parties agree to continue, up to twenty-four (24) months.

12. Resellers: All contractors and resellers authorized in the State of Idaho, as shown on the state of Idaho's website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. **Additionally, permitted financial tranferee may invoice Ordering Entities 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.
13. Orders: Any order placed by an Ordering Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #140604 & State Contract #PADD20200277" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

14. 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) business day period shall be deemed as Acceptance by the Ordering Entity.

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

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

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

15. 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 Ordering 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.

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

- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
- b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Ordering Entity and the Contractor must indicate on the Order that the Device is a showroom model.

17. Software: Ordering Entities that acquire software shall be subject to the license agreements

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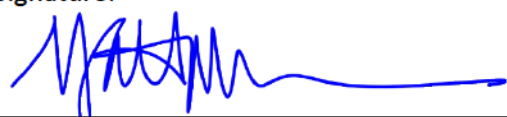
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distributed with such software. Software subscriptions shall not be subject to automatic renewals. Ordering Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, 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 Ordering entity.

18. Maintenance Service Level Agreements: Ordering Entities are subject to the Contractor's "Maintenance Service Level Agreement" provided in Master Agreement Attachment D (Toshiba Maintenance Terms and Conditions), and Master Agreement Attachment E (Toshiba Maintenance and Services Activation Schedule), if applicable.

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

Participating Entity: State of Idaho, Division of Purchasing	Contractor: Toshiba America Business Solutions, Inc.
Signature: 	Signature: 
Name: Arianne Quignon	Name: Walter Holloman
Title: Purchasing Officer	Title: Vice President Enterprise Administration
Date: 8/5/2020	Date: 8/5/2020

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.

EXHIBIT A

STATE OF IDAHO MASTER COPIER EQUIPMENT LEASE AGREEMENT

This **Master Copier Equipment Lease Agreement** is between:

Lessor

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC

and

Lessee

State of Idaho

For individual lease agreements placed against this Master Lease Agreement, Lessee or "Leasing Entity" is the state agency or other Ordering Entity, as defined in PADD20200277 and identified on the individual Placement Form(s)

1 EQUIPMENT TO BE LEASED.

Lessor agrees to lease the equipment listed on each Placement Form to the Leasing Entity executing the Placement Form, for the Lease Term provided below; in accordance with the NASPO ValuePoint Master Agreement, Colorado No. 140604 (NASPO ValuePoint Agreement), and State of Idaho Participating Addendum **PADD20200277** (Idaho's PADD).

2 TRUE LEASE.

THIS MASTER COPIER EQUIPMENT LEASE AGREEMENT (MLA) IS A "TRUE LEASE" AND NOT AN INSTALLMENT OR FINANCING AGREEMENT.

3 LEASE TERM.

Each lease shall be effective as detailed on the associated Placement Form, unless sooner terminated by either party as set forth in Section 11, below.

3.1 Coterminal Lease Termination for Added Equipment. If a Leasing Entity chooses to add additional equipment to a current lease, as an add-on piece to an existing leased piece of equipment, the lease for the equipment and accessories must be coterminal (e.g. additional paper trays or sorting devices that cannot be operated on their own, but are subject to another larger piece of equipment for their use).

3.2 Lease Renewals. At the end of the original Lease Term, the Leasing Entity shall have the option to: (i) renew the schedule for a term no greater than the original Lease Term; (ii) extend on a month to month basis for a period of time not to exceed twelve (12) months; or (iii) return the Leased Equipment to Lessor. If the Leasing Entity desires to exercise a renewal or extension, it shall give Lessor written notice at least thirty (30) calendar days prior to the expiration of the Lease Term.

3.3 Holdover. Notwithstanding any language to the contrary, if the Leasing Entity fails to notify Lessor of its intent to renew, extend or return the Leased Equipment within the required time frame, the initial Lease Term shall automatically be converted to a month-to-month lease under the same terms and conditions; except that the holdover term may not exceed twelve (12) months; and the month-to-month lease may be terminated by the Leasing Entity upon thirty (30) calendar days written notice provided to Lessor.

3.5 Lease Cancellation. By signing its Placement Form, the Leasing Entity agrees that EACH PLACEMENT FORM IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON THE PLACEMENT FORM FOR A LEASE MADE PURSUANT TO **PADD20200277**; except to the extent provided otherwise in this MLA or Idaho's PADD, with regard to Non-appropriation and Contractor breach.

4 DEFINITIONS.

"Leased Equipment" means the equipment described in the Leasing Entity's Placement Form; as well as any equipment replaced by Lessor during the term of the individual lease and any additional equipment described under subsequent Placement Forms agreed to during the term of this Agreement.

"Lease Term" means the term of the individual lease set forth in Section 3, above.

"Lessor" means the entity from whom the Ordering/Leasing Entity has leased equipment under the terms and conditions set forth in this MLA or its permitted assignee.

"Ordering Entity" and "Leasing Entity" are used interchangeably, and refer to the Idaho state agency or other public agency executing a Placement Form to lease copier equipment under Idaho's PADD and this MLA.

"Placement Form" means the form utilized by an Ordering Entity to place an order against Idaho's PADD (**Exhibit B** to Idaho's PADD).

"State" means the State of Idaho.

5 CONSIDERATION.

The parties agree that for the Lease Term set forth in Section 3, above, Lessor leases to the Ordering Entity the equipment described in **Exhibit B**, for the lease payment(s) set forth in **Exhibit B**. Lessor's service obligations on the Leased Equipment shall conform to the terms of the NASPO ValuePoint Master Agreement and Idaho's PADD. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents.

5.1 Payments. The first scheduled payment (as specified in the Placement Form) will be due on or following the acceptance of the equipment (by written confirmation as described in Section 7); or such later date as Lessor may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Placement Form.

6 CONDITION OF EQUIPMENT.

Leased Equipment must be new, unused, and the standard production model of the manufacturer's latest current design. Though they are not specifically covered herein, all parts necessary to provide a complete and efficient unit must be furnished and must include all accessories customarily furnished with this type of equipment. Such parts must conform to current engineering practices of the industry relative to design, strength, quality of material and workmanship.

7 DELIVERY, POSSESSION AND RETURN OF LEASED EQUIPMENT.

7.1 Delivery. Lessor is responsible for delivering Leased Equipment FOB Destination to the location(s) listed on the Placement Form; and installing the same, as provided in the NASPO ValuePoint Master Agreement.

7.2 Confirmation. Leasing Entity agrees to confirm delivery, installation and acceptance of all Leased Equipment covered by each Placement Form, by signing an acceptance certificate which shows acceptance of the equipment and allows Lessor to begin invoicing for the Leased Equipment. Leasing Entity agrees to sign and return to Lessor the acceptance certificate (which may be done electronically) within five (5) business days after any equipment is installed. Failure to sign the acceptance certificate or reject the equipment within the five (5) business day period shall be deemed acceptance.

7.3 Possession. The Leasing Entity shall have possession of the Leased Equipment for the term set forth in Section 3 unless the lease is earlier terminated in accordance with the provisions of this MLA.

7.4 Equipment Moves. Leased Equipment may be moved to another Leasing Entity location subject to the requirements and conditions in the NASPO ValuePoint Master Agreement.

7.5 End of Term Removal. At the expiration of the Lease Term, the Leasing Entity may renew, extend, or return the Leased Equipment, as provided in the NASPO ValuePoint Master Agreement, Idaho's PADD and Section 3 of this MLA. If the lease is not extended or renewed, the Leasing Entity will make the Leased Equipment available to Lessor for pickup at the Leasing Entity's premises. If the Leasing Entity is not in breach of the lease, all costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

8 OWNERSHIP AND INSPECTION.

This is an agreement for leasing only. Leasing Entity will acquire no right, title or interest in or to the Leased Equipment, except those of a Lessee, as detailed in this MLA. Lessor covenants that it has good title to the Leased Equipment. Title of the Leased Equipment at all times shall remain in the Lessor's name. Leasing Entity shall keep the Leased Equipment free from any and all liens or claims and shall do or permit no act or thing whereby Lessor's title may be encumbered or impaired.

8.1 Property Taxes. Lessor will be responsible for the payment of any property taxes on the Leased Equipment.

8.2 Inspection. Leasing Entity will permit Lessor to inspect the Leased Equipment during Leasing Entity's regular business hours, upon a minimum of 24 hours advance notice.

9 DAMAGE, WARRANTY and MAINTENANCE.

Lessor bears the risk of loss until the Leased Equipment is delivered to the Leasing Entity's designated location and accepted by the Leasing Entity.

Leasing Entity shall maintain the Leased Equipment in as good condition as when received, ordinary wear and tear or defect excepted; and will be responsible for any damage to the Leased Equipment caused by Leasing Entity's negligence or misuse. This includes any damage caused by the use of supplies or accessories, not supplied by Lessor, which do not meet the manufacturer's specifications for use with the equipment; however, the Leasing Entity shall not be responsible for damage which occurs because of operation of the equipment during the existence of a malfunction, such as drum damage because of operation with a paper jam, or for damage caused through the use of accessories or supplies which are provided by Lessor.

Lessor shall be responsible for damage to, or loss of, the equipment caused by the negligence of the Lessor, the manufacturer, or from any other source other than the Leasing Entity, as detailed in the paragraph above.

All services performed under this MLA shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the Leasing Entity all manufacturers' warranties on the Leased Equipment.

Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term, as provided in the NASPO ValuePoint Master Agreement and Idaho's PADD.

10 INSURANCE.

Lessor shall procure, maintain and keep in force for the duration of this Agreement insurance conforming to the requirements of the NASPO ValuePoint Master Agreement and Idaho's PADD.

Leasing Entities which are state of Idaho agencies are provided a comprehensive liability plan through the Risk Management Program (Program) established under Idaho Code section 67-5773 et seq. The Program utilizes the Retained Risk Account, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho

Code section 6-901 et seq. In addition to the comprehensive liability plan, the Program covers certain property damage, subject to the deductibles established by the Program. Evidence of financial responsibility will be provided upon request, and will consist of a Certificate of Financial Responsibility.

Leasing Entities which are not state of Idaho agencies (e.g. cities, counties, public schools, etc.) may be required to provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in the Leasing Entity's possession.

11 TERMINATION.

11.1 Mutual Termination. Any discretionary or vested right of renewal notwithstanding, this MLA, or any lease entered into under this MLA, may be terminated by mutual consent of the parties.

11.2 Termination for Default. A default or breach may be declared with or without termination. A lease entered into under this MLA may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this MLA. Notice of Termination for Breach or Default is effective 30 days following service of notice and period to cure, or upon any subsequent date specified in the notice of termination.

11.3 Non-appropriation. Lessee is a government entity and this MLA shall not be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Idaho Legislature, as may exist from time to time. In the event the Idaho Legislature fails, neglects or refuses to appropriate funds to continue the Lease Payments, all affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Lessor.

This Non-appropriation clause applies equally to individual Leasing Entities and their respective governing bodies (e.g. Board of Commissioners, City Councils, etc.).

12 NOTICE.

All notices or other communications required or permitted to be given under this MLA shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by confirmed facsimile; or (c) mailed postage prepaid, to the address specified above. For purposes of computing times from service of notice, service of notice by delivery in hand or via confirmed facsimile shall be effective on the date of confirmed delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing (or on the date of confirmed receipt, with delivery confirmation).

13 GOVERNING LAW, JURISDICTION AND VENUE.

This MLA and the rights and obligations of the parties hereto (including Leasing Entities executing individual leases against the MLA) shall be governed by, and construed according to, the laws of the State of Idaho, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. Any action to enforce the provisions of the MLA shall be brought in State district court in Ada County, Boise, Idaho.

14 INCORPORATED DOCUMENTS.

This MLA incorporates the following attachments in descending order of constructive precedence; any additional Lessor Attachments shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this MLA, or as a subsequently fully executed amendment:

State of Idaho Participating Addendum (**PADD20200277**)

NASPO ValuePoint Master Price Agreement (Colorado No. 140604)

Exhibit B: Placement Form (as individually executed by an Ordering/Leasing Entity)

15 AGREEMENT AND MODIFICATION.

This MLA is made pursuant to the state of Nevada's NASPO ValuePoint Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Idaho and Lessor, the terms of which are

incorporated herein by reference. Any amendments to the NASPO ValuePoint Master Agreement or Idaho's PADD shall apply to this MLA. Unless otherwise expressly authorized by the terms of this MLA, no modification or amendment to this MLA shall be binding upon the parties unless the same is in writing and signed by the parties.

16 SURVIVAL OF TERMS.

As provided in Section 3 of Idaho's PADD, the provisions of Idaho's PADD and all incorporated documents will survive the expiration of the PADD with respect to individual leases with Lease Terms extending beyond its expiration.



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Copiers and Printers Toshiba
Contract Number: PADD20200277
Contract Value: \$ 1,000,000.00 USD
Purchase Order Date: 8/7/2020
Submitted By: Arianne Quignon

Supplier

Toshiba America Business Solutions, Inc.
25530 Commercentre Drive
[[Street Line 2 (* Toshiba America Business Solutions, I
Lake Forest
California, 92630
Phone: +1 949-462-6000
Fax: +1 949-462-2557
Email: rick.jackson@tabs.toshiba.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: Ship to Ordering Agency

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

Ship to Ordering
Agency
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30



Participating Addendum
NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Copier and Printers, awarded pursuant to State of Colorado Master Agreement 140595, issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Rick Jackson

Phone: +1 949-462-6089

E-mail: rick.jackson@tabs.toshiba.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This PADD
2. State of Colorado's original sourcing event, NP-18-001
3. The Contractor's signed Proposal

Special Instructions:

Internal Comments:

Total USD \$ 1,000,000.00

Signature : Arianne Quignon

Signed By : 

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Master Agreement #: **140604**
Contractor: **TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.**
Participating Entity: **STATE OF IDAHO**
Participating Addendum Number: **PADD20200277**

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

- Group A – MFD, A3
- Group D – Single Function Printers
- Supplies for equipment leased or purchased under this Participating Addendum (PADD)
- Software for use solely on equipment leased or purchased under this PADD
- Accessories for Discontinued Base Units

Permitted Leasing options include thirty-six (36), forty-eight (48), sixty (60), or seventy-two (72) month leases for Fair Market Value (FMV) or Straight Lease only. Purchases are permitted under this PADD; refurbished and remanufactured products are also available.

Master Agreement Terms and Conditions:

1. Scope: This PADD covers the lease and purchase equipment within the Groups listed above (including related maintenance, supplies or software) under the solicitation 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.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, state institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Term: This PADD will be effective on the date of last signature, below, and continue through **December 31, 2021**, unless extended, renewed or terminated earlier. **Note:** The State of Idaho Copier Lease Agreement and each Placement Form (or order) issued prior to the termination of this PADD shall survive the termination of this PADD; and the provisions of this PADD (including all incorporated documents) will continue to be in full force and effect with regard to any leases issued against this PADD prior to its termination.
4. Volume Placement: For purposes of this PADD, a volume placement consists of more than (1) machine in one (1) order. The Ordering Entity and the Contractor may negotiate an additional discount for volume placement when placing an Order for machines for purchase, or lease, at one time. Nothing in this PADD prohibits Ordering Entities and Contractor from negotiating additional discounts, based on other factors.

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5. Leases: Equipment leases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

To initiate a lease under this PADD, Ordering Entities coordinate with Contractor's authorized resellers to complete a Placement Form (**Exhibit B** – Sample Placement Form). It is the expectation that the Contractor or Dealer shall fill out the Placement Form with the required information for the Ordering Entity and the Ordering Entity shall only have to sign and authorize the Placement Form.

A signed Placement Form binds the Contractor and Ordering Entity under this PADD.

Lease Term: Terms for each lease shall begin on the date of physical placement of equipment on Ordering Entity's premises. The initial lease term shall be from the date of placement for thirty-six (36), forty-eight (48) sixty (60), or seventy-two (72) months thereafter.

6. Purchased Equipment: Equipment purchases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

To initiate a purchase under this PADD, Ordering Entities coordinate with Contractor's authorized resellers to complete a Placement Form (**Exhibit B** – Sample Placement Form). A signed Placement Form is the only authorized document to bind the Contractor and Ordering Entity under this PADD.

Taxes: Ordering Entities are public agencies and exempt from the payment of sales or property tax. Any taxes associated with the sale of Products under this Contract are tax exempt. An ST-101 will be provided to Contractor upon request by the Ordering Entity.

7. Purchases with Maintenance Agreement: Ordering Entities purchasing equipment, refurbished or new, under this PADD, have the option to enter into a Service Agreement with The Contractor for various terms. For all Maintenance Agreements placed under this PADD, a Placement Form must be filled out detailing the Terms for each piece of Equipment. Maintenance Agreements shall incorporate installation and full connectivity as well as toner and products, if applicable.

8. Primary Contacts: The primary contact individuals for this PADD are as follows (or their named successors):

Contractor

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

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Participating Entity

Name:	Arianne Quignon, Purchasing Officer
Address:	304 N 8 th Street, Room 403, Boise, ID 83702
Telephone:	208-332-1604
Fax:	208-327-7320
Email:	Arianne.quignon@adm.idaho.gov

9. 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.

- 9.1 Lease Agreement: Equipment leases are subject to the Terms and Conditions of the State of Idaho Master Copier Equipment Lease Agreement, attached as **Exhibit A**.

- 9.2 Assignment: In accordance with Idaho Code 67-9230(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

- 9.3 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice will result in the Master Agreement amendment automatically being incorporated in this PADD.

- 9.4 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to force the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

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- 9.5 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/vendor_forms.html. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Timeline (Fiscal Year Quarters):

Fee and Report Due:

1 st Quarter	July 1 - Sept 30	October 31st
2 nd Quarter	Oct 1 - Dec 31	January 31st
3 rd Quarter	Jan 1 - Mar 31	April 30 th
4 th Quarter	Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov. Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075**.

10. Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Lease Agreement **Exhibit A**, unless otherwise agreed to. To initiate a lease, Ordering Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV or Straight Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties in addition to the mandatory Placement Form. PO's are not required. The Contractor may assign its payment interests in a Lease but may not assign its duties, responsibilities or liabilities under a Lease. The Contractor agrees that any assignment of interest will be limited so that it does not constitute a public offering. Regardless of any such assignment, the Contractor will continue to act as principal with regard to carrying out all responsibilities and duties under the contract

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11. End of Term Notification: Contractor must notify a Ordering Entity, in writing, of their End of Term options at least ninety (90) calendar 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 Ordering Entity desires to exercise a purchase, renewal, or return of the Equipment, it will give Contractor at least thirty (30) calendar days written notice prior to the expiration of the lease or maintenance agreement term. Notwithstanding anything to the contrary, if Ordering 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 maintenance agreement shall be automatically switch to a month-to month agreement for as long as both parties agree to continue, up to twenty-four (24) months.

12. Resellers: All contractors and resellers authorized in the State of Idaho, as shown on the state of Idaho's website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
13. Orders: Any order placed by an Ordering Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #140595 & State Contract #PADD20200277" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

14. 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) business day period shall be deemed as Acceptance by the Ordering Entity.

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

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

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

15. 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 Ordering 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.

16. Showroom Equipment: Upon request by a Ordering Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
 - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Ordering Entity and the Contractor must indicate on the Order that the Device is a showroom model.
17. Software: Ordering Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Ordering 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

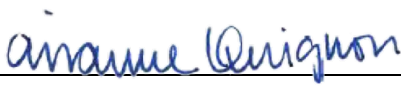
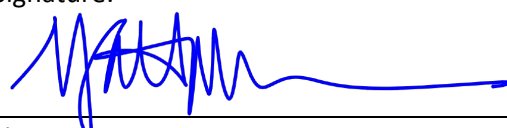
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an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates 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 Ordering entity.

18. Maintenance Service Level Agreements: Ordering Entities are subject to the Contractor's "Maintenance Service Level Agreement" provided in Master Agreement **Attachment D** (Toshiba Maintenance Terms and Conditions), and Master Agreement **Attachment E** (Toshiba Maintenance and Services Activation Schedule), if applicable.

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

Participating Entity: State of Idaho, Division of Purchasing	Contractor: Toshiba America Business Solutions, Inc.
Signature: 	Signature: 
Name: Arianne Quignon	Name: Walter Holloman
Title: Purchasing Officer	Title: Vice President Enterprise Administration
Date: 8/5/2020	Date: 8/5/2020

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.

EXHIBIT A

STATE OF IDAHO MASTER COPIER EQUIPMENT LEASE AGREEMENT

This **Master Copier Equipment Lease Agreement** is between:

Lessor

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC

and

Lessee

State of Idaho

For individual lease agreements placed against this Master Lease Agreement, Lessee or "Leasing Entity" is the state agency or other Ordering Entity, as defined in PADD20200277 and identified on the individual Placement Form(s)

1 EQUIPMENT TO BE LEASED.

Lessor agrees to lease the equipment listed on each Placement Form to the Leasing Entity executing the Placement Form, for the Lease Term provided below; in accordance with the NASPO ValuePoint Master Agreement, Colorado No. 140604 (NASPO ValuePoint Agreement), and State of Idaho Participating Addendum **PADD20200277** (Idaho's PADD).

2 TRUE LEASE.

THIS MASTER COPIER EQUIPMENT LEASE AGREEMENT (MLA) IS A "TRUE LEASE" AND NOT AN INSTALLMENT OR FINANCING AGREEMENT.

3 LEASE TERM.

Each lease shall be effective as detailed on the associated Placement Form, unless sooner terminated by either party as set forth in Section 11, below.

3.1 Coterminal Lease Termination for Added Equipment. If a Leasing Entity chooses to add additional equipment to a current lease, as an add-on piece to an existing leased piece of equipment, the lease for the equipment and accessories must be coterminal (e.g. additional paper trays or sorting devices that cannot be operated on their own, but are subject to another larger piece of equipment for their use).

3.2 Lease Renewals. At the end of the original Lease Term, the Leasing Entity shall have the option to: (i) renew the schedule for a term no greater than the original Lease Term; (ii) extend on a month to month basis for a period of time not to exceed twelve (12) months; or (iii) return the Leased Equipment to Lessor. If the Leasing Entity desires to exercise a renewal or extension, it shall give Lessor written notice at least thirty (30) calendar days prior to the expiration of the Lease Term.

3.3 Holdover. Notwithstanding any language to the contrary, if the Leasing Entity fails to notify Lessor of its intent to renew, extend or return the Leased Equipment within the required time frame, the initial Lease Term shall automatically be converted to a month-to-month lease under the same terms and conditions; except that the holdover term may not exceed twelve (12) months; and the month-to-month lease may be terminated by the Leasing Entity upon thirty (30) calendar days written notice provided to Lessor.

3.5 Lease Cancellation. By signing its Placement Form, the Leasing Entity agrees that EACH PLACEMENT FORM IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON THE PLACEMENT FORM FOR A LEASE MADE PURSUANT TO **PADD20200277**; except to the extent provided otherwise in this MLA or Idaho's PADD, with regard to Non-appropriation and Contractor breach.

4 DEFINITIONS.

"Leased Equipment" means the equipment described in the Leasing Entity's Placement Form; as well as any equipment replaced by Lessor during the term of the individual lease and any additional equipment described under subsequent Placement Forms agreed to during the term of this Agreement.

"Lease Term" means the term of the individual lease set forth in Section 3, above.

"Lessor" means the entity from whom the Ordering/Leasing Entity has leased equipment under the terms and conditions set forth in this MLA or its permitted assignee.

"Ordering Entity" and "Leasing Entity" are used interchangeably, and refer to the Idaho state agency or other public agency executing a Placement Form to lease copier equipment under Idaho's PADD and this MLA.

"Placement Form" means the form utilized by an Ordering Entity to place an order against Idaho's PADD (**Exhibit B** to Idaho's PADD).

"State" means the State of Idaho.

5 CONSIDERATION.

The parties agree that for the Lease Term set forth in Section 3, above, Lessor leases to the Ordering Entity the equipment described in **Exhibit B**, for the lease payment(s) set forth in **Exhibit B**. Lessor's service obligations on the Leased Equipment shall conform to the terms of the NASPO ValuePoint Master Agreement and Idaho's PADD. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents.

5.1 Payments. The first scheduled payment (as specified in the Placement Form) will be due on or following the acceptance of the equipment (by written confirmation as described in Section 7); or such later date as Lessor may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Placement Form.

6 CONDITION OF EQUIPMENT.

Leased Equipment must be new, unused, and the standard production model of the manufacturer's latest current design. Though they are not specifically covered herein, all parts necessary to provide a complete and efficient unit must be furnished and must include all accessories customarily furnished with this type of equipment. Such parts must conform to current engineering practices of the industry relative to design, strength, quality of material and workmanship.

7 DELIVERY, POSSESSION AND RETURN OF LEASED EQUIPMENT.

7.1 Delivery. Lessor is responsible for delivering Leased Equipment FOB Destination to the location(s) listed on the Placement Form; and installing the same, as provided in the NASPO ValuePoint Master Agreement.

7.2 Confirmation. Leasing Entity agrees to confirm delivery, installation and acceptance of all Leased Equipment covered by each Placement Form, by signing an acceptance certificate which shows acceptance of the equipment and allows Lessor to begin invoicing for the Leased Equipment. Leasing Entity agrees to sign and return to Lessor the acceptance certificate (which may be done electronically) within five (5) business days after any equipment is installed. Failure to sign the acceptance certificate or reject the equipment within the five (5) business day period shall be deemed acceptance.

7.3 Possession. The Leasing Entity shall have possession of the Leased Equipment for the term set forth in Section 3 unless the lease is earlier terminated in accordance with the provisions of this MLA.

7.4 Equipment Moves. Leased Equipment may be moved to another Leasing Entity location subject to the requirements and conditions in the NASPO ValuePoint Master Agreement.

7.5 End of Term Removal. At the expiration of the Lease Term, the Leasing Entity may renew, extend, or return the Leased Equipment, as provided in the NASPO ValuePoint Master Agreement, Idaho's PADD and Section 3 of this MLA. If the lease is not extended or renewed, the Leasing Entity will make the Leased Equipment available to Lessor for pickup at the Leasing Entity's premises. If the Leasing Entity is not in breach of the lease, all costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

8 OWNERSHIP AND INSPECTION.

This is an agreement for leasing only. Leasing Entity will acquire no right, title or interest in or to the Leased Equipment, except those of a Lessee, as detailed in this MLA. Lessor covenants that it has good title to the Leased Equipment. Title of the Leased Equipment at all times shall remain in the Lessor's name. Leasing Entity shall keep the Leased Equipment free from any and all liens or claims and shall do or permit no act or thing whereby Lessor's title may be encumbered or impaired.

8.1 Property Taxes. Lessor will be responsible for the payment of any property taxes on the Leased Equipment.

8.2 Inspection. Leasing Entity will permit Lessor to inspect the Leased Equipment during Leasing Entity's regular business hours, upon a minimum of 24 hours advance notice.

9 DAMAGE, WARRANTY and MAINTENANCE.

Lessor bears the risk of loss until the Leased Equipment is delivered to the Leasing Entity's designated location and accepted by the Leasing Entity.

Leasing Entity shall maintain the Leased Equipment in as good condition as when received, ordinary wear and tear or defect excepted; and will be responsible for any damage to the Leased Equipment caused by Leasing Entity's negligence or misuse. This includes any damage caused by the use of supplies or accessories, not supplied by Lessor, which do not meet the manufacturer's specifications for use with the equipment; however, the Leasing Entity shall not be responsible for damage which occurs because of operation of the equipment during the existence of a malfunction, such as drum damage because of operation with a paper jam, or for damage caused through the use of accessories or supplies which are provided by Lessor.

Lessor shall be responsible for damage to, or loss of, the equipment caused by the negligence of the Lessor, the manufacturer, or from any other source other than the Leasing Entity, as detailed in the paragraph above.

All services performed under this MLA shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the Leasing Entity all manufacturers' warranties on the Leased Equipment.

Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term, as provided in the NASPO ValuePoint Master Agreement and Idaho's PADD.

10 INSURANCE.

Lessor shall procure, maintain and keep in force for the duration of this Agreement insurance conforming to the requirements of the NASPO ValuePoint Master Agreement and Idaho's PADD.

Leasing Entities which are state of Idaho agencies are provided a comprehensive liability plan through the Risk Management Program (Program) established under Idaho Code section 67-5773 et seq. The Program utilizes the Retained Risk Account, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho

Code section 6-901 et seq. In addition to the comprehensive liability plan, the Program covers certain property damage, subject to the deductibles established by the Program. Evidence of financial responsibility will be provided upon request, and will consist of a Certificate of Financial Responsibility.

Leasing Entities which are not state of Idaho agencies (e.g. cities, counties, public schools, etc.) may be required to provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in the Leasing Entity's possession.

11 TERMINATION.

11.1 Mutual Termination. Any discretionary or vested right of renewal notwithstanding, this MLA, or any lease entered into under this MLA, may be terminated by mutual consent of the parties.

11.2 Termination for Default. A default or breach may be declared with or without termination. A lease entered into under this MLA may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this MLA. Notice of Termination for Breach or Default is effective 30 days following service of notice and period to cure, or upon any subsequent date specified in the notice of termination.

11.3 Non-appropriation. Lessee is a government entity and this MLA shall not be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Idaho Legislature, as may exist from time to time. In the event the Idaho Legislature fails, neglects or refuses to appropriate funds to continue the Lease Payments, all affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Lessor.

This Non-appropriation clause applies equally to individual Leasing Entities and their respective governing bodies (e.g. Board of Commissioners, City Councils, etc.).

12 NOTICE.

All notices or other communications required or permitted to be given under this MLA shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by confirmed facsimile; or (c) mailed postage prepaid, to the address specified above. For purposes of computing times from service of notice, service of notice by delivery in hand or via confirmed facsimile shall be effective on the date of confirmed delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing (or on the date of confirmed receipt, with delivery confirmation).

13 GOVERNING LAW, JURISDICTION AND VENUE.

This MLA and the rights and obligations of the parties hereto (including Leasing Entities executing individual leases against the MLA) shall be governed by, and construed according to, the laws of the State of Idaho, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. Any action to enforce the provisions of the MLA shall be brought in State district court in Ada County, Boise, Idaho.

14 INCORPORATED DOCUMENTS.

This MLA incorporates the following attachments in descending order of constructive precedence; any additional Lessor Attachments shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this MLA, or as a subsequent fully executed amendment:

State of Idaho Participating Addendum (**PADD20200277**)

NASPO ValuePoint Master Price Agreement (Colorado No. 140604)

Exhibit B: Placement Form (as individually executed by an Ordering/Leasing Entity)

15 AGREEMENT AND MODIFICATION.

This MLA is made pursuant to the state of Nevada's NASPO ValuePoint Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Idaho and Lessor, the terms of which are

incorporated herein by reference. Any amendments to the NASPO ValuePoint Master Agreement or Idaho's PADD shall apply to this MLA. Unless otherwise expressly authorized by the terms of this MLA, no modification or amendment to this MLA shall be binding upon the parties unless the same is in writing and signed by the parties.

16 SURVIVAL OF TERMS.

As provided in Section 3 of Idaho's PADD, the provisions of Idaho's PADD and all incorporated documents will survive the expiration of the PADD with respect to individual leases with Lease Terms extending beyond its expiration.