

**STATE OF GEORGIA**  
**STANDARD AGENCY AGREEMENT**  
**for**  
**Multifunctional Devices (Midrange) Lease and Maintenance**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter referred to as the "Effective Date") by and between the \_\_\_\_\_, an Agency of the State of Georgia, hereinafter referred to as "User Agency", and \_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_, hereinafter referred to as "Supplier," for the Rental or Lease of certain equipment

WITNESSETH

WHEREAS, pursuant to O.C.G.A. Section 50-25-4, the Georgia Department of Administrative Services on behalf of the State of Georgia (the "State") issued a Request for Proposals Number 99999-001-0000001211, soliciting proposals for the Statewide provisioning of Multifunctional Devices for Print/Copy/Scan/Fax Devices ("MFDs") in industry bands two (2) through four (4) and related services as more particularly described therein (the "RFP");

WHEREAS, Supplier submitted a proposal to the State in response to the RFP ("Proposal");

WHEREAS, Supplier's Proposal was determined by the State to be one of the Proposals most advantageous to the State;

WHEREAS, Supplier and the State entered into that certain Statewide Contract Number SWC90819-\_\_\_\_ for Multifunctional Devices for Print/Copy/Scan/Fax, effective September 17, 2009 (hereinafter referred to as "Enterprise Contract");

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Equipment and Services.** Pursuant to the terms and conditions of the Enterprise Contract, Supplier agrees to lease to User Agency the Equipment identified in the Equipment Schedule attached hereto as Attachment 1 and incorporated herein by reference (collectively and individually, the "Equipment"). The Equipment Schedule may be amended to include any additional Equipment added hereto by written agreement of both parties. In addition, Supplier agrees to provide to User Agency the installation and maintenance and other services described in the RFP (collective and individually, the "Services") described in the Enterprise Contract, the RFP and the Proposal.
2. **Order of Precedence.** The contractual relationship between Supplier and User Agency shall be governed by the following order of precedence: (i) the provisions of the Enterprise Contract; and (ii) the provisions of this Agreement, including all attachments attached hereto and incorporated into this Agreement; (iii) RFP Number 99999-001-0000001211 (excluding Attachment 6 Statewide Standard Contract Form); and (iv) Supplier's Proposal.
3. **Term and Renewal.** The "Term" shall begin on the Effective Date and end on June 30<sup>th</sup> of the then-current State fiscal year (July 1 – June 30).

4. **Options to Renew.** After the initial Term, the Agreement may be renewed at the sole discretion of User Agency on a year-to-year basis (one year at a time) for up to \_\_\_\_\_ (\_\_\_\_) fiscal year periods and one final option to renew for an additional \_\_\_\_\_ months so that the total of the initial term together with all renewal terms (if User Agency exercise such options) is equivalent to a total of \_\_\_\_\_ months. User Agency may, at its sole option, renew as to all of the Equipment and Services to be provided hereunder or as to only selected Equipment and Services. The terms and conditions of this Agreement shall apply during any renewals of the Term.
5. **Shipping, Delivery and Return.** Supplier shall pay for packing, crating, and shipping of the Equipment to and from User Agency and shall install the Equipment at User Agency's premises at no cost to User Agency. Shipment/Delivery shall be FOB: Destination. Unless title to the Equipment is transferred to the User Agency as provided below, Equipment will be returned in the same mode of shipment unless otherwise mutually agreed upon. Equipment will be returned in the same condition as received, normal wear and tear excepted.
6. **Payment and Acceptance.** User Agency agrees to pay Supplier for all undisputed amounts within thirty (30) days of receipt of invoice, provided that the Equipment and Services have been accepted by User Agency as hereinafter provided. Supplier shall deliver the Equipment and/or perform any Services in accordance with the schedule set forth in the RFP or the time specified in a Purchase Order ("P.O.") issued by User Agency (whichever is later). Unless otherwise agreed to by Supplier and User Agency, Supplier shall provide written notification of completion of the delivery, or other performance of Services, to User Agency ("Delivery Notice"). User Agency shall have thirty (30) days from the date of receipt of the Delivery Notice to provide Supplier with written notification of acceptance or rejection due to unsatisfactory performance ("Acceptance Period"), and in the event of acceptance by User Agency, the obligation to pay shall be effective on the first (1<sup>st</sup>) day of the Acceptance Period. The failure of the User Agency to issue an acceptance or rejection notice on or before the end of the Acceptance Period shall be deemed an acceptance of the Equipment or Services. In the event User Agency issues a rejection notice, Supplier shall, as quickly as is practicable, correct at its expense all deficiencies caused by Supplier. User Agency shall not unreasonably withhold or delay such acceptance or rejection.
7. **Termination.**
- a. Each party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).
  - b. Provided that Supplier is in default of this Agreement, User Agency may terminate this Agreement, in whole or in part, by written notice to Supplier if Supplier becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
  - c. User Agency may terminate this Agreement, in whole or in part, immediately, without notice, if:  
(i) User Agency deems that such termination is necessary to prevent or protect against fraud or otherwise protect User Agency's personnel, facilities or services; or (ii) Supplier is debarred or suspended from performing services on any public contract(s).
  - d. Upon the termination or expiration of this Agreement, Supplier promptly shall return to User Agency all papers, materials and other property of User Agency then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is composed of software, and in machine-readable and printed formats to the extent such work is composed of documentation).
  - e. If User Agency terminates this Agreement for convenience prior to the expiration of the current

fiscal year term, or if Supplier terminates this Agreement as set forth in subsection (a) above, then User Agency will be responsible for the payment of all amounts remaining in the unexpired portion of the Term, plus any unpaid invoices unless those invoices are in dispute.

8. **Funding.** The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exists or is determined to be insufficient, this Agreement shall terminate without further obligation of User Agency as of that moment. The determination of User Agency as to the occurrence of the events stated herein shall be conclusive; User Agency represents, however, that it will use reasonable care that the termination of this Agreement will not be frivolous, but rather will result from a reduction of funding.
9. **Taxes.** All fees payable to Supplier hereunder shall be net of any and all taxes that the Supplier may be required by law to collect in connection with the provision of the Services hereunder. Supplier shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Supplier; franchise or privilege taxes on Supplier's business; gross receipts taxes to which Supplier is subject; and income taxes. By this paragraph, User Agency makes no representation whatsoever as to the liability or exemption from liability of Supplier to any tax imposed by any governmental entity. Upon request, User Agency will provide a certificate of tax exemptions which apply to this Agreement.
10. **Disclaimer of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT APPLY TO SUPPLIER'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE.
11. **Assignment.** Supplier shall not assign or subcontract the whole or any part of this Agreement without User Agency's prior written consent.
12. **Waiver and Severability.** The waiver by User Agency of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this Agreement have no substantive meaning or content and are not a part of this Agreement.
13. **Applicable Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.
14. **Notices.** All notices, requests, or other communications excluding invoices hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

**To USER AGENCY:**

\_\_\_\_\_

(Contact for notices)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(Email Address)

**To SUPPLIER:**

**Name for Order Related Notifications:** Order Management Desk

**Name for State Contract Notifications:** Kimberly Dantone  
(Contact for notices)

**Title for Order Related Notifications:** N/A

**Title for State Contract Notifications:** Sr. Government Bid Specialist  
(Title)

**Address for Order Related Notices:**

2110 Washington Blvd.  
Suite 300  
Arlington, VA 22204

**Address for State Contract Notices:**

1 Canon Plaza  
Lake Success, NY 11042

(Address)

**Email Address for Order Related Notices:**

[gmd\\_government\\_orders@cusa.canon.com](mailto:gmd_government_orders@cusa.canon.com)

**Email Address for State Contract Notices:**

[isgbidadmin@cusa.canon.com](mailto:isgbidadmin@cusa.canon.com)

(Email Address)

- 15. Time is of the Essence.** Time is of the essence with regard to performance of any Services under this Agreement, unless the parties agree otherwise in writing.
- 16. Title and Risk of Loss.** Any leased Equipment is and shall at all times remain the sole property of the Supplier, and the User Agency shall have or acquire no right, title or interest therein. All risk of loss or damage to the Equipment, including risk of transit, shall remain with the Supplier until it is accepted by User Agency in accordance with Section 6 above. Insurance during shipment and until the Equipment is accepted by User Agency is the responsibility of the Supplier.
- 17. Entire Agreement.** This Agreement, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of User Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Supplier shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional

compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

IN WITNESS WHEREOF the parties have executed this Agreement effective the date first written above.

AGENCY

SUPPLIER

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1  
36 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

<b>DELIVERY ADDRESS &amp; USER AGENCY CONTACT</b>	
<b>User Agency Contact Name:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>User Agency Delivery Address:</b>	
<b>Delivery Date:</b>	

<b>36 MONTH LEASE TERM</b>	
<b>Total Lease Term:</b>	36 MONTHS
<b>Initial Term:</b>	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
<b>First Renewal:</b>	July 1, through June 30,
<b>Second Renewal:</b>	July 1, through June 30,
<b>Final Renewal:</b>	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of <b>36 months</b> .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

<b>EQUIPMENT/SERVICES</b>		
<b>Description:</b>		<b>Monthly Payment Amount:</b>
<b>Manuf./Model Name:</b>		
<b>Serial Number:</b>		
<b>Accessories/Additional Components:</b>		
	Hard drive removal or wipe at end of lease	
<b>Services/Maintenance:</b>		
<b>Total Monthly Payment (excluding per page click charges):</b>		

<b>PER PAGE CLICK CHARGE</b> (assessed based on monthly usage; paid in arrears)			
<b>Black &amp; White per page Click Charge:</b>		<b>Color per page Click Charge:</b>	

**Attachment 1  
48 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

<b>DELIVERY ADDRESS &amp; USER AGENCY CONTACT</b>	
<b>User Agency Contact Name:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>User Agency Delivery Address:</b>	
<b>Delivery Date:</b>	

<b>48 MONTH LEASE TERM</b>	
<b>Total Lease Term:</b>	48 MONTHS
<b>Initial Term:</b>	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
<b>First Renewal:</b>	July 1, through June 30,
<b>Second Renewal:</b>	July 1, through June 30,
<b>Third Renewal:</b>	July 1, through June 30,
<b>Final Renewal:</b>	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of <b>48 months</b> .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

<b>EQUIPMENT/SERVICES</b>		
<b>Description:</b>		<b>Monthly Payment Amount:</b>
<b>Manuf./Model Name:</b>		
<b>Serial Number:</b>		
<b>Accessories/Additional Components:</b>		
		Hard drive removal or wipe at end of lease
<b>Services/Maintenance:</b>		
<b>Total Monthly Payment (excluding per page click charges):</b>		

<b>PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)</b>			
<b>Black &amp; White per page Click Charge:</b>		<b>Color per page Click Charge:</b>	

**Attachment 1  
60 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

<b>DELIVERY ADDRESS &amp; USER AGENCY CONTACT</b>	
<b>User Agency Contact Name:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>User Agency Delivery Address:</b>	
<b>Delivery Date:</b>	

<b>60 MONTH LEASE TERM</b>	
<b>Total Lease Term:</b>	60 MONTHS
<b>Initial Term:</b>	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
<b>First Renewal:</b>	July 1, through June 30,
<b>Second Renewal:</b>	July 1, through June 30,
<b>Third Renewal:</b>	July 1, through June 30,
<b>Fourth Renewal:</b>	July 1, through June 30,
<b>Final Renewal:</b>	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of <b>60 months</b> .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

<b>EQUIPMENT/SERVICES</b>		
<b>Description:</b>		<b>Monthly Payment Amount:</b>
<b>Manuf./Model Name:</b>		
<b>Serial Number:</b>		
<b>Accessories/Additional Components:</b>		
	Hard drive removal or wipe at end of lease	
<b>Services/Maintenance:</b>		
<b>Total Monthly Payment (excluding per page click charges):</b>		

<b>PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)</b>			
<b>Black &amp; White per page Click Charge:</b>		<b>Color per page Click Charge:</b>	