



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
**Master Agreement**

Order Date: 03-24-2026

CORRECT ORDER NUMBER MUST  
 APPEAR ON ALL PACKAGES, INVOICES,  
 AND SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

<b>Order Number:</b>	CMA 0212 0212 DIGCOP25 2	<b>Procurement Folder:</b>	1854018
<b>Document Name:</b>	Statewide Contract: DIGCOP25	<b>Reason for Modification:</b>	CO#1 is issued to incorporate the MOU for leasing/ renting of copiers. NO OTHER Changes
<b>Document Description:</b>	COPIERS, PRINTERS, ACCESSORIES, SERVICES		
<b>Procurement Type:</b>	Statewide MA (Open End)		
<b>Buyer Name:</b>			
<b>Telephone:</b>			
<b>Email:</b>			
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2026-02-20
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2029-01-10

VENDOR		DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b>	000000103803	<b>Requestor Name:</b>	Mark A Atkins
CANON USA INC ONE CANON PARK		<b>Requestor Phone:</b>	(304) 558-2307
MELVILLE NY 11747 US		<b>Requestor Email:</b>	mark.a.atkins@wv.gov
<b>Vendor Contact Phone:</b>	516-328-5000	<div style="font-size: 48px; font-weight: bold; margin: 0;">2026</div> <div style="margin: 5px 0;">FILE LOCATION _____</div>	
<b>Extension:</b>			
<b>Discount Details:</b>			

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV 99999 US	No City WV 99999 US

3/25/26 GC

<b>Total Order Amount:</b>	Open End
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Purchasing Division's File Copy

MA 03/24/2026

**PURCHASING DIVISION AUTHORIZATION**

DATE: *[Signature]* 3/25/26

ELECTRONIC SIGNATURE ON FILE

**ATTORNEY GENERAL APPROVAL AS TO FORM**

DATE: *[Signature]*

ELECTRONIC SIGNATURE ON FILE

**ENCUMBRANCE CERTIFICATION**

DATE: *[Signature]* 3-25-26

ELECTRONIC SIGNATURE ON FILE

3/25/2026

**Extended Description:**

STATEWIDE CONTRACT - SOURCEWELL COOPERATIVE AGREEMENT: CHANGE ORDER No. 01

CHANGE ORDER No. 01 is issued for the following:

1. To incorporate the Memorandum Of Understanding (MOU), per the attached.
2. To incorporate the Lease Agreement as referenced in the MOU, per the attached.
3. To add Canon Financial Services, Inc. as a approved invoicing and payment entity for Canon USA, Inc. to facilitate payment of lease invoices.

Effective Date of the MOU: 03/24/2026

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

NO OTHER CHANGES

\*\*\*\*\*  
Effective Date of Contract: 02/20/2026 through 01/10/2029

Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services will be provided at the established Discount Percentage from the List Price provided in the attached Vendor Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	44101501			LS	0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Copiers & Accessories (Purchased)

**Extended Description:**

PURCHASED: Digital Copiers & Accessories.

Note: See attached Pricing Pages for Contract Pricing.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80161801			MO	0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Copiers & Accessories (Leased)

**Extended Description:**

LEASED: Digital Copiers & Accessories

Note: See attached Pricing Pages for Contract Pricing and Leasing Agreement.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	44101501				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Per Click Charge (Inc. Maintenance & Consumables)

**Extended Description:**

Per Click Charge - ( Includes Maintenance and Consumables)

Note: See attached Pricing Pages for Contract Pricing.



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION

**Memorandum of Understanding**

**Effective** 03/24/2026

**WHEREAS**, the State of West Virginia and Canon U.S.A., Inc. have entered into a Master Agreement, CMA 0212 DIGCOP25, Effective February 20, 2026 through January 10, 2029; and

**WHEREAS**, this Master Agreement allows State spending units (including but not limited to, State Agencies, Commissions, Boards, Local Government Entities, Municipalities, and Counties within the State of West Virginia) to exercise the option to lease products provided through the Master Agreement.

The State of West Virginia and Canon U.S.A., Inc execute this Memorandum of Understanding between the parties to clarify the following:

1. Any State spending unit may execute a lease agreement (Exhibit A) with CANON FINANCIAL SERVICES, INC.
2. Any such lease agreement is subject to the terms and conditions set forth in the Master Agreement, CMA 0212 DIGCOP25.
3. Any such lease agreement explicitly incorporates the modifications set forth in the WV-96 and the provisions of West Virginia Code § 5A-3-62.

Accordingly, any lease agreements will be construed and enforced in accordance with those provisions, as they have been signed and executed by the Vendor. State spending units will not be required to attain execution of a separate WV-96 form for each lease, as this document serves to incorporate the existing WV-96 modifications into all future executed leases under the Master Agreement.

Witnesseth the following signatures:

West Virginia Purchasing Division  
 By: [Signature]  
 Its: Director and General Counsel  
 Date: 03/24/2026

Canon U.S.A., Inc. DocuSigned by:  
Mason Olds  
4B816CAF5E14C3...  
 By: \_\_\_\_\_  
 Its: EVP  
 Date: 3/23/2026



SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of this Agreement, and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

**6. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has rented the Equipment to Customer under this Agreement. As between Lessor and Customer, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory, or if CFS does not accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

**7. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

**8. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

**9. INDEMNITY:** Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

**10. MAINTENANCE:** The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photocopier copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

**11. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as invoiced by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$125, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**12. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Rental Balance," which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be the Fair Market Value of the Equipment (as defined herein); plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

**13. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft, or, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Rental Balance. Upon Lessor's receipt of the Remaining Rental Balance, Lessor shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

**14. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to

Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**15. REMEDIES:** Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative, simultaneously, or serially, and in any order): (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with Lessor retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Rental Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Rental Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**16. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

**17. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**18. RENEWAL; RETURN:** This Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to Lessor as provided herein, Customer shall pay to Lessor upon demand one Payment plus the Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

**19. PURCHASE OPTION:** Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of: all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**20. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS applies, or could be construed to apply to Data.

**21. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**22. UCC - ARTICLE 2A; CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

**23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**24. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's and Dealer's signature will be treated as an original for all purposes.

WV-96  
1/1/2019

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor: Canon U.S.A., Inc.

Contract/Lease Number ("Contract"): CMA 0212 DIGCOP25

Commodity/Service: Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.  
  
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.  
  
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.  
  
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.  
  
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

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1/1/2019

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.  
  
Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: West Virginia Purchasing Division

Vendor: Canon U.S.A., Inc.

By: Mark Atkins

By:  Mason Olds

Printed Name: Mark Atkins

Printed Name: Mason Olds

Title: Buyer Supervisor

Title: EVP

Date: 02/20/2026

Date: 2/19/2026



Sourcewell RFQ

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Florida
Georgia
Hawaii
Idaho
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Iowa
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Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Fair Market Value Operating Lease Program*						Capital (\$1 out) Lease Program*					
12 Month	24 Month	36 Month	48 Month	60 Month	84 Month*	12 Month	24 Month	36 Month	48 Month	60 Month	84 Month*
<b>Customer Rate</b>											
Alabama	0.09733	0.05242	0.03535	0.02923	0.02421	0.10935	0.05868	0.03856	0.03063	0.02564	
Alaska	0.09119	0.04830	0.03306	0.02762	0.02297	0.10406	0.05576	0.03724	0.02998	0.02536	
Arizona	0.08933	0.04747	0.03187	0.02649	0.02189	0.10220	0.05468	0.03603	0.02884	0.02427	
Arkansas	0.08976	0.04789	0.03229	0.02691	0.02232	0.10262	0.05510	0.03645	0.02926	0.02469	
California	0.08965	0.04779	0.03219	0.02681	0.02221	0.10178	0.05426	0.03561	0.02842	0.02385	
Colorado	0.09007	0.04821	0.03261	0.02723	0.02263	0.10293	0.05542	0.03677	0.02958	0.02501	
Connecticut	0.09112	0.04926	0.03366	0.02828	0.02368	0.10399	0.05647	0.03782	0.03063	0.02606	
Delaware	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
District of Columbia	0.09165	0.04979	0.03419	0.02881	0.02421	0.10178	0.05426	0.03561	0.02842	0.02385	
Florida	0.09049	0.04863	0.03303	0.02765	0.02305	0.10178	0.05426	0.03561	0.02842	0.02385	
Georgia	0.08997	0.04810	0.03250	0.02713	0.02253	0.10283	0.05531	0.03666	0.02947	0.02490	
Hawaii	0.08993	0.04757	0.03178	0.02635	0.02169	0.10278	0.05480	0.03596	0.02870	0.02409	
Idaho	0.08986	0.04800	0.03240	0.02702	0.02242	0.10272	0.05521	0.03656	0.02937	0.02480	
Illinois	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
Indiana	0.09007	0.04821	0.03261	0.02723	0.02263	0.10178	0.05426	0.03561	0.02842	0.02385	
Iowa	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
Kansas	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
Kentucky	0.08986	0.04800	0.03240	0.02702	0.02242	0.10272	0.05521	0.03656	0.02937	0.02480	
Louisiana	0.08997	0.04810	0.03250	0.02713	0.02253	0.10283	0.05531	0.03666	0.02947	0.02490	
Maine	0.09070	0.04884	0.03324	0.02786	0.02326	0.10357	0.05605	0.03740	0.03021	0.02564	
Maryland	0.09070	0.04884	0.03324	0.02786	0.02326	0.10357	0.05605	0.03740	0.03021	0.02564	
Massachusetts	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
Michigan	0.09123	0.04937	0.03377	0.02839	0.02379	0.10178	0.05426	0.03561	0.02842	0.02385	
Minnesota	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
Mississippi	0.09112	0.04926	0.03366	0.02828	0.02368	0.10399	0.05647	0.03782	0.03063	0.02606	
Missouri	0.09091	0.04905	0.03345	0.02807	0.02347	0.10378	0.05626	0.03761	0.03042	0.02585	
Montana	0.08954	0.04768	0.03208	0.02670	0.02210	0.10241	0.05489	0.03624	0.02905	0.02448	
Nebraska	0.09070	0.04884	0.03324	0.02786	0.02326	0.10357	0.05605	0.03740	0.03021	0.02564	
Nevada	0.08965	0.04779	0.03219	0.02681	0.02221	0.10251	0.05500	0.03635	0.02916	0.02459	
New Hampshire	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
New Jersey	0.08912	0.04726	0.03166	0.02628	0.02168	0.10199	0.05447	0.03582	0.02863	0.02406	
New Mexico	0.09018	0.04831	0.03271	0.02734	0.02274	0.10304	0.05552	0.03687	0.02968	0.02512	
New York	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
North Carolina	0.08976	0.04789	0.03229	0.02691	0.02232	0.10262	0.05510	0.03645	0.02926	0.02469	
North Dakota	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
Ohio	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
Oklahoma	0.09007	0.04821	0.03261	0.02723	0.02263	0.10293	0.05542	0.03677	0.02958	0.02501	
Oregon	0.08976	0.04789	0.03229	0.02691	0.02232	0.10262	0.05510	0.03645	0.02926	0.02469	
Pennsylvania	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
Rhode Island	0.09249	0.05063	0.03503	0.02965	0.02505	0.10535	0.05784	0.03919	0.03200	0.02743	
South Carolina	0.09176	0.04989	0.03429	0.02891	0.02432	0.10462	0.05710	0.03845	0.03126	0.02669	
South Dakota	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
Tennessee	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
Texas	0.09165	0.04979	0.03419	0.02881	0.02421	0.10451	0.05700	0.03835	0.03116	0.02659	
Utah	0.08976	0.04789	0.03229	0.02691	0.02232	0.10262	0.05510	0.03645	0.02926	0.02469	
Vermont	0.08954	0.04768	0.03208	0.02670	0.02210	0.10241	0.05489	0.03624	0.02905	0.02448	
Virginia	0.09081	0.04895	0.03335	0.02797	0.02337	0.10367	0.05616	0.03750	0.03031	0.02575	
Washington	0.08976	0.04789	0.03229	0.02691	0.02232	0.10262	0.05510	0.03645	0.02926	0.02469	
West Virginia	0.09018	0.04831	0.03271	0.02734	0.02274	0.10304	0.05552	0.03687	0.02968	0.02512	
Wisconsin	0.08891	0.04705	0.03145	0.02607	0.02147	0.10178	0.05426	0.03561	0.02842	0.02385	
Wyoming	0.08954	0.04768	0.03208	0.02670	0.02210	0.10241	0.05489	0.03624	0.02905	0.02448	

\* 84 Month Leasing Not Available for DIGCOP25

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**CANON U.S.A., INC.**

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C   Corporation	1/23/2025		1/23/2025	Foreign	Profit			

Organization Information		
<b>Business Purpose</b>	<b>Capital Stock</b>	
<b>Charter County</b>	<b>Control Number</b>	9BANC
<b>Charter State</b> NY	<b>Excess Acres</b>	
<b>At Will Term</b>	<b>Member Managed</b>	
<b>At Will Term Years</b>	<b>Par Value</b>	
<b>Authorized Shares</b>	<b>Young Entrepreneur</b>	Not Specified

Addresses	
Type	Address
<b>Notice of Process Address</b>	Corporation Services Company 808 Greenbrier Street Charleston, WV, 25311 USA
<b>Principal Office Address</b>	ONE CANON PARK MELVILLE, NY, 11747 USA
Type	Address

Officers	
Type	Name/Address
<b>Director</b>	FUJIO MITARAI 30-2 SHIMOMARUKO 3-CHOME OTA-KU, NRT, 146-8501 JPN
<b>Director</b>	SEE IMAGES FOR FULL LIST OF OFFICERS
<b>President</b>	ISAO KOBAYASHI (CEO) ONE CANON PARK MELVILLE, NY, 11747 USA
<b>Vice-President</b>	SEYMOUR LIEBMAN ONE CANON PARK MELVILLE, NY, 11747 USA
Type	Name/Address

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