

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**COPIERS, PRINTERS & RELATED DEVICES 14-19**  
**Administered by the State of Nevada (hereinafter "Lead State")**

Price Agreement Number: 3091  
Konica Minolta Business Solutions USA, Inc  
(hereinafter "Contractor")  
And  
The State of Idaho  
(hereinafter "Participating State")

1. **Scope:** This Participating Addendum (PADD) covers the Copiers, Printers & Related Devices 14-19 Master Agreement administered by the State of Nevada (Nevada Price Agreement No. 3091) for use by state agencies and other entities located in the State of Idaho (Participating or Ordering Entity) authorized by Idaho's statutes to utilize state contracts with the prior approval of the State's Chief Procurement Official.

This PADD authorizes the purchase and lease of equipment and associated software in all segments of the following categories as set forth in the Master Agreement and detailed below:

Group A – Convenience Copiers  
Group B – Production Copiers  
Group D – Printers

Permitted Leasing options include thirty-six (36), forty-eight (48), or sixty (60) month leases for Operational Leases only. Purchases are permitted under this PADD.

The following items are excluded from this PADD: managed print services, cameras, interactive white boards, micrographic equipment, and overhead projectors.

2. **Participation** Permitted Leasing options include thirty-six (36), forty-eight (48), or sixty (60) month leases for Operational Leases only. Purchases are permitted under this PADD.

**INDIVIDUAL CUSTOMER:** Each Ordering Entity that places an Order under this PADD will be treated as if it is an Individual Customer. Except to the extent modified by this Participating Addendum, each Ordering Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. **Term:** This PADD will be effective on the date of last signature, below, and continue through **December 31, 2019**, 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, lease, or any type of rental at one time. Nothing in this PADD prohibits Ordering Entities and Contractor from negotiating additional discounts, based on other factors.

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

Equipment leases are subject to the Terms and Conditions of the State of Idaho Copier Equipment Lease Agreement, attached as Exhibit A. 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).

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 Purchasing Entity's premises. The initial lease term shall be from the date of placement for thirty-six (36), forty-eight (48) or sixty (60) 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 sufficient 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.

7. **Purchases with Maintenance Agreement:**

Ordering Entities purchasing equipment under this PADD, have the option to enter into a Service Agreement with Konica 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 will incorporate installation and full connectivity as well as toner and products, if applicable.

8. **State Modifications or Additions:** Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

8.1. **Assignment:** In accordance with Idaho Code 67-5726(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.

8.2. **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) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 4.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

8.3. **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 enforce 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).

8.4. **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](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 Time Line (Fiscal Year Quarters):

Fee and Report Due:

1<sup>st</sup> Quarter July 1 - Sept 30

October 31st

2<sup>nd</sup> Quarter Oct 1 - Dec 31

January 31st

3<sup>rd</sup> Quarter Jan 1 - Mar 31

April 30<sup>th</sup>

4<sup>th</sup> Quarter Apr 1 - Jun 30

July 31<sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto: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.

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

**Contractor**

Name	Konica Minolta, Kristen McKenna, State Contract Manager
Address	1595 Spring Hill Road, Ste 410, Vienna, VA 22182
Telephone	813-207-8276
Fax	
E-mail	kmckenna@kmbs.konicaminolta.us

**Participating State**

Name	Arianne Quignon
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1604
Fax	208.327.7465
E-mail	<a href="mailto:arianne.quignon@adm.idaho.gov">arianne.quignon@adm.idaho.gov</a>

10. **Partner Utilization:** All Konica dealers and resellers authorized in the State of Idaho, as shown on the State of Idaho website ([http://purchasing.idaho.gov/statewide\\_contracts.html](http://purchasing.idaho.gov/statewide_contracts.html)), are approved to provide sales and service support to participants in the NASPO Master Price Agreement; as well as to invoice and receive payment from participants (Ordering Entities) on Contractor's behalf. The Konica dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

11. **Applicable Terms:** The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

12. **Orders:** Any Order placed by an Ordering Entity for a Product 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 placed by Ordering Entities within the state of Idaho must include the Participating State contract number as well as the Lead State Price Agreement Number. All State Agencies must use the Placement Form found at [http://purchasing.idaho.gov/statewide\\_contracts.html](http://purchasing.idaho.gov/statewide_contracts.html) and email a copy of all Placement forms to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Orders can be made out to (a) Konica Minolta Business Solutions USA, Inc. or (b) Authorized Service Providers as approved by Konica and the State. To the extent Ordering Entity and Contractor agree on additional terms, the terms will be documented on the Placement Form.

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract resulting from RFP #3091" and "This Purchase Order shall constitute a Lease under the Terms and Conditions of the Lease Agreement", (2) Your Name, Address, Contact, & Phone-Number (3)

Purchase order amount (4) If Leased, type of Lease (Operational) and monthly payment (5) Itemized list of accessories (6) Service Program selected and CPC rates.

The Contractor must provide timely billing and Customer will notify Contractor, in writing, of any billing concern. The Contractor will be allowed a thirty (30) calendar day cure period upon receipt of such notification to address any such billing issue. Invoices that require updates due to information being received incorrectly or late from the Ordering Entity are not considered inaccurate.

For Authorized Service Provider (Resellers) Orders, address to and remit payments as shown on the dedicated Konica (cooperative contract) website or, in the case of lease payments, to the address listed on the invoice.

13. Training: Training shall be onsite unless otherwise agreed upon by the Ordering Entity in writing prior to such training. The Ordering Entity may negotiate with the Contractor a reduced rate if the Purchasing Entity chooses not to include the default one (1) hour of training for each machine (for example, multiple identical units at the same location) or if online training is utilized rather than onsite.

14. Software; Software License Agreement: Any software loaded on equipment leased or purchased under this PADD, outside of the software needed for basic functional operation of the equipment, must be treated as separate agreements outside of this PADD. Maintenance or license update agreements for such software must also be treated as separate agreements and executed outside of this PADD.

15. Meter Collection Methods: As part of its Services, the Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring services using technology. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades.

16. Insurance: The Contractor will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the State's and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance that includes the State as an additional insured with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Buyer will bear All-Risk Property Insurance to insure physical loss or damage, at replacement value, of all Products no matter where stored or located by Buyer or other property of Contractor's in Buyer's care, custody and control or while in transit (If applicable).

17. Audit Rights: The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

18. Order of Precedence: A Participating State's PADD shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Nevada NASPO ValuePoint Master Agreement. This PADD incorporates the following documents, in descending order of Precedence, as outlined below. The Contractor's attachments shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual

assent to such change appearing in this PADD:

18.1. This PADD Document including:

18.1.1. Exhibit A - Idaho Master Copier Equipment Lease Agreement

18.1.2. Exhibit B - Sample Placement Form

18.2. Nevada NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);

18.3. The Solicitation including all Addendums; and

18.4. Contract Vendor's response to the Solicitation.

19. Entire Agreement: This Participating Addendum and the Master Agreement Number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

The parties have executed this PADD as of the date of the last signature below.

Participating State: IDAHO	Contractor: Konica Minolta Business Solutions USA, Inc.
By: 	By: 
Name: Arianne Quignon	Name: Kristen McKenna
Title: Purchasing Officer	Title: Director, Government Contracts
Date: 7/6/2016	Date: 7/5/16