

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

**WSCA MASTER AGREEMENT
Konica Minolta Business Solutions USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")**

And

**Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 1600000977 Amendment #2 dated 04/01/2017**

Page 1 of 6

1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by Authorized NON EXECUTIVE BRANCH STATE AGENCIES ONLY and other entities located in the Participating State authorized by that state's statutes to utilize state contracts, which includes local public agencies of the Commonwealth as defined in KRS 46A.348(11). Each authorized using agency must establish its own separate agreement if applicable with the awarded contractor for products and services.

Contractor has been awarded devices and services in the following categories:

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

2. Participation: This addendum is for Authorized NON EXECUTIVE BRANCH STATE AGENCIES ONLY. Executive Branch State Agencies (as indicated in the following web link <http://opendoor.ky.gov/accountability/gengov/Pages/executive.aspx>) may NOT utilize this addendum and must participate in the Managed Print Contract (MPS), MA 758 1300000391. Executive Branch State Agencies must contact the Commonwealth Office of Technology (COT) regarding the MPS Contract.

3. Participating State Modifications or Additions to WSCA Master Agreement:

This addendum is for the full scope of products and services awarded in the WSCA contract between WSCA and the awarded contractor.

4. Leases: Leasing is approved for the authorized using agencies. Each authorized using agency must establish its own separate agreement if applicable with the awarded contractor for products and services.

Authorized Non Executive Branch State agencies, political subdivisions and other entities authorized by the State, may enter into a separate Master Premier Lease Agreement(s) under this Participating Addendum. The form of the Master Premier Lease is attached as Exhibit A. Notwithstanding anything to the contrary in this Participating Addendum, or in the Contract, in the event of a conflict between the Contract, Purchase Order(s), Master Premier Lease Agreement or the WSCA Master Price Agreement, the terms of the Master Premier Lease Agreement will supersede and control. The terms and conditions of the Master Premier Lease Agreement and the Non Appropriations Rider (for qualifying state and local government entities only) will be incorporated by

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Page 2 of 6

reference into any Purchase Order issued by purchasing entities for the leasing of equipment under the WSCA Master Price Agreement. The Purchase Order will be considered a Schedule to the Master Premier Lease Agreement.

Lease agreements shall expire upon completion of the specified lease period. The customer shall make arrangements with the lessor to either have the equipment picked up upon lease end or notify lessor of intent to renew. A Customer's failure to notify the lessor of the intent to terminate does not constitute intent to renew. Leases may only be renewed up to a total of a five (5) year combined lease term, from date of installation.

5. 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	1596 Spring Hill Road, Ste 410, Vienna, VA 22182
Telephone	813-207-8276
Fax	
E-mail	kmckenna@kmbs.konicaminolta.us

Participating Entity

Name	Susan S. Noland
Address	702 Capitol Avenue, Room 096
Telephone	502-564-5951
Fax	502-564-6013
E-mail	Susan.Noland@ky.gov

6. Subcontractors:

All Konica Minolta dealers and resellers authorized in the Commonwealth of Kentucky, as shown on the dedicated Konica Minolta (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. Konica Minolta dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned WSCA Master Agreement.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO

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Page 3 of 6

Contract # 3091 and Commonwealth of Kentucky Master Agreement # MA 758 1500000977 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **MA 758 1500000977** and the Lead State price agreement number: 3091.

9. Individual Customer:

Each authorized Non Executive Branch State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each authorized Non Executive Branch State agency and political subdivision will be responsible to follow the terms and conditions of the WSCA Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the WSCA Master Agreement. Each authorized Non Executive Branch State agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each authorized Non Executive Branch State agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the WSCA 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 WSCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the WSCA 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 WSCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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Page 4 of 6

10. Governing Law

This Participating Addendum shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and the using agency. Venue shall be the Commonwealth of Kentucky, Franklin County in accordance with KRS 45A.245.

<http://finance.ky.gov/services/eprocurement/Pages/LawsPrefReqsPolicies.aspx>

- a. The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.
- b. The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amount actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one half of one percent (.5%) of the net sales (less any returns, credits or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Avenue, New Capitol Annex, Room 095, Frankfort, KY 40601.

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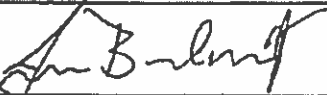
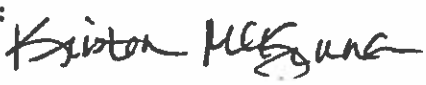
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Page 5 of 6

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

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Konica Minolta Business Solutions USA, Inc
By: 	By: 
Name: Jim Barnhart	Name: Kristen McKenna
Title: Deputy CIO	Title: Director, Government Contracts
Date: 3/22/17	Date: 3/22/17

[Additional signatures as required by Participating State]

Participating State: Commonwealth of Kentucky Office of Procurement Services
By: 
Name: Joan Graham
Title: Executive Director
Date: 3/29/17

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

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	681-208-3858

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Page 6 of 6

E-mail	paul.stembler@wsca-naspo.org
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**[Fully executed PDF copy of this document should be emailed to
PA@wsca-naspo.org to support documentation of participation and
posting in appropriate data bases]**

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Address	1595 Spring Hill Road, Ste 410, Vienna, VA 22182
Telephone	813-207-8276
Fax	
E-mail	kmckenna@kmbs.konicaminolta.us

Participating Entity

Name	Stephanie R. Williams
Address	702 Capitol Avenue, Room 096
Telephone	502-564-8621
Fax	502-564-6013
E-mail	Stephanier.williams@ky.gov

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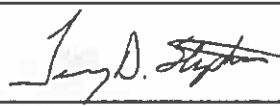

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Page 4 of 5

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

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Konica Minolta Business Solutions USA, Inc
By: 	By: 
Name: Terry D. Stephens	Name: Kristen McKenna
Title: Executive Director	Title: State Contract Manager
Date: 9/9/15	Date: 11/3/15

[Additional signatures as required by Participating State]

Participating State: Commonwealth of Kentucky Office of Procurement Services
By: 
Name: Donald R. Speer
Title: Executive Director
Date: 9/9/15

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WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.org

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

