

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

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

And

State of Maine
(hereinafter "Participating State/Entity")

Page 1 of 5

1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by Political Subdivisions and other eligible entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

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

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

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

Purchase: Not Applicable

Lease: Attached Master Premier Lease Agreement

4. Leases

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

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

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

And

State of Maine
(hereinafter "Participating State/Entity")

Page 2 of 5

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. Lease 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):

<u>Contractor</u>	
Name	Konica Minolta, Kristen McKenna, Director, Government Contracts
Address	1595 Spring Hill Road, Ste. 410, Vienna, VA 22182
Telephone	703-760-3573
Fax	
E-mail	naspovp@kmb.konicaminolta.us

Local Contractor Contact: The local contact individual for this participating addendum is as follows (or their named successors):

Name	Fredrick Slavin, Government Account Manager
Address	1595 Spring Hill Road, Ste. 410, Vienna, VA 22182
Telephone	201-657-3326
Fax	703-506-1257
E-mail	fslavin@kmb.konicaminolta.us

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

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

And

State of Maine
(hereinafter "Participating State/Entity")

Page 3 of 5

Participating Entity

Name	Justin Franzose
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7337
Fax	207-287-6578
E-mail	Justin.Franzose@maine.gov

Participating Entity

Name	Terry Demerchant
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7334
Fax	207-287-6578
E-mail	Terry.L.Demerchant@maine.gov

6. Subcontractors:

All Konica Minolta Business Solutions U.S.A. Inc., authorized dealers and direct branches, as shown on the dedicated website <http://kmb.konicaminolta.us/naspo3091>, are approved to provide invoicing, sales and service report to participants in the NASPO ValuePoint Master Price Agreement. Konica Minolta Business Solutions U.S.A., Inc. dealers and direct branch participation will be in accordance with terms and conditions set forth in the aforementioned Master Agreement.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract #3091 (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. Additional Service Level Agreement Commitments: The Service Level Agreement (SLA) set forth as Exhibit O provides additional service level goals.

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

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

And

**State of Maine
(hereinafter "Participating State/Entity")**

Page 4 of 5

9. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Lead State price agreement number: 3091

10. Individual Customer:

Each 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 political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each political subdivision will be responsible for their own charges, fees, and liabilities. Each 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 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.

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

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

And

State of Maine
 (hereinafter "Participating State/Entity")

Page 5 of 5

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

Participating State/Entity: State of Maine	Contractor: Konica Minolta Business Solutions USA, Inc
By: 	By: 
Name: Kevin Scheirer	Name: Kristen McKenna
Title: Director, Division of Purchases	Title: Director Government & Cooperative Contracts
Date: 6/7/2017	Date: 6/8/17

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

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION

Name	Shannon Berry, Cooperative Development Coordinator
Telephone	775-720-3404
E-mail	sberry@naspovaluepoint.org

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