

PARTICIPATING ADDENDUM
NASPO ValuePoint
Managed Print Services
Administered by the State of New Mexico (hereinafter "Lead State")

MASTER AGREEMENT
Konica Minolta Business Solutions U.S.A., Inc.
Master Agreement No:40-000-14-00107AA
(hereinafter "Contractor")

And

New Mexico
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the *Managed Print Services* led by the State of **New Mexico** for use by state agencies and other 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.
2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, 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. Terms: This Participating Addendum shall neither be effective nor binding until approved by the State Purchasing Agent. This Agreement shall terminate in one (1) year, unless extended, renewed or terminated earlier. In no case will the participating addendum, including all renewals thereof, exceed a total of four (4) years in duration.
4. Restrictions:
 - a. Leasing, renting or purchasing equipment is not allowed throughout the term of this contract.
 - b. Professional Services
5. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

[New Mexico's Terms and Conditions directly from the RFP]

A. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the agency and are not employees of the State of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

B. Non-Collusion

In signing the Master Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

C. Release

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The Contractor, upon final payment of the amount due under this Master Agreement, releases the agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Master Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

D. New Mexico Employees Health Coverage

If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenwemexico.state.nm.us/>.

For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

E. Pay Equity Reporting Requirements

- (1) If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- (2) For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

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- (3) Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- (4) Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

F. New Mexico Administration Reporting and Fees

The Contractor agrees to provide a utilization report on all sales and/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

<u>Quarter</u>	<u>Period End</u>	<u>Report Date</u>
First	July 1 – September 30	October 31
Second	October 1 – December 31	January 31
Third	January 1 – March 31	April 30
Fourth	April 1 – June 30	July 31

The periodic report shall include the gross total sales and other revenues (including commissions charged) for the period subtotaled by procuring agency or local public body name. Please note that the SPD is interested in the distinction between sales to state agencies and those to local public bodies (such as cities and counties) to evaluate to whom SPD contracts are most beneficial. Such information will aid in strategically sourcing future procurements to ensure SPD is meeting the needs of its customers.

The reports shall be accompanied with a check payable to the State Purchasing Division for an amount equal to one percent (1.00%) of the total sales and other revenues derived from New Mexico state agencies and local public bodies (including commissions charged) for the period. This fee is in addition to the fee specified in the NASPO ValuePoint Master Agreement Terms and Conditions that is based on all sales under the Master Agreement.

The failure to file the utilization reports and fees on a timely basis shall constitute grounds for suspension of this Agreement or termination of this Agreement for cause.

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G. **Workers Compensation**

The contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the agency.

6. **Lease Agreements:** Leasing, renting or purchasing equipment is not allowed throughout the term of this contract.
7. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Kristen McKenna
Address	1595 Spring Hill Road, Suite 410 Vienna, VA 22182
Telephone	813-207-8276
Fax	703-506-1257
E-mail	kmckenna@kmb.konicaminolta.us

Participating Entity

Name	Teri Arevalo
Address	1100 St. Francis Drive, Room 2016, Santa Fe, NM 87505
Telephone	(505) 827-0266
Fax	(505) 827-2484
E-mail	teri.arevalo@state.nm.us

8. **Subcontractors:** Subcontractor are not allowed throughout the term of this contract.
9. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/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.
10. **Contract Review:** All Awarded Offerors under the awarded Master Agreement shall meet annually with the Lead State and Sourcing Team to review and discuss any service concerns, industry trends, and effectiveness of the Master Agreement. The annual review will take place prior to the contract extensions.

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

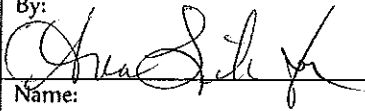
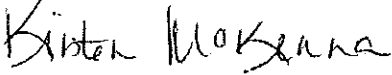
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Participating State: New Mexico	Contractor: Konica Minolta Business Solutions U.S.A., Inc.
By: 	By: 
Name: Lawrence Maxwell	Name: Kristen McKenna
Title: State Purchasing Agent	Title: State Contract Manager
Date:	Date: 3.7.16

For questions on executing a participating addendum, please contact:

NASPO ValuePoint	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org or

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000007805
Konica Minolta Business Solutions USA, Inc.
1595 Spring Hill Road, Suite 410
Vienna, VA 22182

Telephone No. (703) 460-3573

Price Agreement Number: 40-000-14-00107AA

Price Agreement Amendment No.: Two

Term: April 15, 2016 – December 31, 2019

Ship To:
All State of New Mexico Agencies, Commissions,
Institutions, Political Subdivisions and Local Public
Bodies allowed by law.

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Invoice:
As Requested

Title: **Managed Print Services**

This Contract Amendment is to be attached to the respective Agreement and become a part thereof.

This amendment is issued to reflect the following effective modifications immediately.
TERM: The term of this Master Agreement/Participating Addendum is extended from April 15, 2018 through December 31, 2019.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 03/26/2018

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

**PARTICIPATING ADDENDUM AMENDMENT #02
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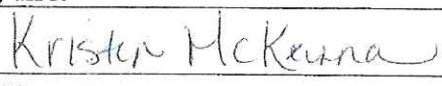

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THIS AGREEMENT is made and entered into by and between the **State of New Mexico, General Services Department, State Purchasing Division**, hereinafter referred to as the "**Procuring Agency**" and **Konica Minolta Business Solutions USA, Inc.**, hereinafter referred to as the "**Contractor**".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

3. Terms: This Participating Addendum will be extended from April 15, 2018 through December 31, 2019, unless extended, renewed or terminated earlier. In no case will the Participating Addendum, including all renewals thereof, exceed a total of four (4) years in duration.

All other articles of the original contract remain the same.

Participating State: State of New Mexico	Contractor: Konica Minolota Business Solutions USA, Inc.
By: 	By: 
Name: Lawrence Maxwell	Name: Kristen McKenna
Title: State Purchasing Agent/Chief Procurement Official	Title: Director, Government Contracts
Date: 	Date: 3/21/2018

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