

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Participating Addendum #: **2020COPIERS0008**

Master Agreement #: **140597**

Contractor: **KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.**

Participating Entity: **STATE OF ALASKA**

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Ann Marie Burns
Address:	1595 Spring Hill Road., Suite 410 Vienna, VA 22182
Telephone:	703-637-1516
Email:	annmarie.burns@kmb.konicaminolta.us

Participating Entity

Name:	Eric Verrelli
Address:	333 Willoughby Ave. Suite 801
Telephone:	907-465-5674
Email:	Eric.verrelli@alaska.gov

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

Additions to the Master Agreement:

Order of Precedence:

- a) A Participating Entity's Participating Addendum;
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against the Master Agreement;
- d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
- e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- f) The Contractor's Supplemental Documents, including all Attachments: A-I.

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Administrative Fees: The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.

Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period including but not limited to: leases, purchases, maintenance agreements, or any other spending under this contract for State of Alaska agencies and Political Subdivisions.

Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

Purchasing Options for Executive Branch Agencies: All groups offered (A, B, C, D, E, F, MPS, Supplies, and Software) will be available to all State of Alaska agencies.

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Purchasing Options for Non-Executive Branch Agencies and Political

Subdivisions: Non-executive branch agencies will be allowed to negotiate any of the purchase and finance options available in this contract.

Supplemental Documents: The Contractor's Supplemental Documents are attached to the Master Agreement as **Attachment A through Attachment K, as amended in the State of Alaska Participating Addendum.**

No additional documents will be signed, by purchasing entity both government agency or political subdivision, no additional terms and conditions will be placed on orders through the dealer/reseller with the exception of those supplemental documents posted on the NASPO VP website and any other supplemental documents which are approved by the State of Alaska. Larger transactions, of one million dollars or more, may require purchasing entity to sign signer authorization and/or opinion of counsel. If a purchasing entity mistakenly agrees to additional terms not included in this Participating Addendum or Master Agreement, those terms and conditions voided.

Reporting: Detailed Sales Data Required Reports: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this Participating Addendum. Report must show detailed sales data by customer type, e.g. state entity, local government, higher education and K12. These reports are due thirty days after the end of the quarter.

The state of Alaska will require all reporting from past contracts (NV1715 and 3091) on one usage report, the administrative fee will apply to all sales under all existing agreements.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

(NOTE: submitting a copy of the detailed report that is submitted to NASPO for the state of Alaska will suffice)

Shipping and Delivery Requirements

Shipping: Section 4.8 of the master agreement is incorporated into this participating addendum. Please see shipping requirements in section 4.8 of the master agreement document.

Website Requirement: The Contractor NASPO ValuePoint website for Alaska must include at a minimum the following:

- a. Detailed information regarding all the products and options available through this contract;
- b. Local sales contact information;

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- c. Single point of contact for order and invoice issues;
- d. An escalation path for unresolved issues; and
- e. Instructions pertaining to remote device placements.

Modifications to Master Agreement:

The following strikethrough sections are removed from the Master Agreement

Attachment A – Master Premier Advantage Agreement

Section 13 - Consent to Law, Jurisdiction, and Venue

13. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Alaska and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of Alaska. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

Attachment C – Master Premier Lease Agreement

Section 8 – Indemnity

Section 13 – Consent to Law, Jurisdiction, and Venue

8. LOSSES: No assignee of Lessor is responsible for any loss or injuries caused by the Equipment. ~~INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment, you agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.~~

13. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Alaska and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of Alaska. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

Attachment I – MFP Hard Drive Secure Disposal

Section 12 – Indemnification

~~12. INDEMNIFICATION: Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all equipment to which hard drive disposal services are provided under this Agreement. To the extent not prohibited by law, Customer agrees to indemnify,~~

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~~defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims, fines or expenses (including reasonable attorney's fees) arising out of Customer's violation of any Federal, State, or Local Laws unless said violation was caused solely as the result of a negligent or intentional act or omission by KMBS.~~

5. Lease Agreements:

Lease Terms: Equipment leases are subject to Sections 4.5.5-4.5.7, 4.8, 4.10 and 5.2 of the Terms and Conditions as set forth in the Master Agreement, and Contractor's Supplemental Documents, including all Attachments A-D.

(a) Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement, unless otherwise agreed to by the parties thereto, shall be in the form of the Master Premier Lease Agreement ("MPLA") and Master Premier Lease Schedule ("Schedule") attached to the NASPO Master Agreement as Attachments C and D and, with respect to state and local governmental entities that are subject to annual appropriations, the appropriations, the Appropriations Rider attached to the Participating Addendum as Attachment C1. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, Straight, or Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

(b) In lieu of entering into a MPLA and Schedule, the Purchasing Entity may initiate a Lease by issuing a purchase order ("PO") that states " This Purchase Order is subject to and incorporates by reference (i) that certain Master Premier Lease Agreement attached as Attachment C to NASPO ValuePoint Contract No. 140597, and (ii), if the issuer is subject to annual appropriations, the Appropriations Rider attached the Participating Addendum between the State of Alaska and Konica Minolta Business Solutions USA, Inc. pursuant to NASPO ValuePoint Contract NO. 140597. This purchase order shall constitute a Master Premier Lease Schedule for purposes of the Master Premier Lease Agreement. Standard, preprinted purchase order terms and conditions set forth in, incorporated into or referenced in this purchase order (excluding the Master Premier Lease Agreement attached as Attachment C to the NASPO

(C) Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement between the parties thereto and ranks in priority with this Participating Addendum. Each Schedule or PO, as applicable, together with the MPLA and this Section 6 constitutes the entire agreement of the parties thereto with respect to the lease of the equipment; provided, however, that in the event of any conflict between a Lease and Sections 4.5.4 through 4.5.7 and 4.10.1 through 4.10.6 of the NASPO Master Agreement, the NASPO Master Agreement shall control and in the event of any conflict between a Schedule or PO, as applicable, and the MPLA, the Schedule or PO shall control. In the event of a conflict

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between the NASPO Master Agreement and this Participating Addendum, the terms of this Participating Addendum will control. No modification or amendment to any Lease shall be binding upon the parties thereto unless the same is in writing and signed by such parties.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Alaska Division of Purchasing, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 18-001 or this Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Alaska Division of Purchasing.

In addition, lease and rental programs may remain with the Contractor or Authorized Dealers through an in-house leasing program, or Contractor and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or Authorized Dealer, and all contractual obligations shall remain with the Contractor.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

- i. Any acquisition or return options, based on the type of lease or rental agreement;
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

6. Resellers: All contractors and resellers authorized in the State of **Alaska**, as shown on the dedicated Contractor (cooperative contract) website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms

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and conditions set forth in the Master Agreement. The State of Alaska reserves the right to remove resellers from the authorized reseller list.

7. 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.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract # 140597 & State Participating Addendum # 2020Copiers0008" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

8. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing seven (7) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate meter read invoicing shall result in a \$25.00 per instance credit on the following month's service invoice.

9. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:
- i) Interactive White boards;
 - ii) Computers, monitors, or other related items;
 - iii) Fax machines;
 - iv) Overhead Projectors; and
 - v) Cameras.

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NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

10. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
 - a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
 - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.
11. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
12. Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in Participating Addendum **Attachment F.3c**.
13. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor "Managed Print Service Level Agreement" provided in Participating Addendum **Attachment J**. Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.





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14. MPS Statement of Work Template: All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Participating Addendum **Attachment F(MPS Statement of Work)**, and it must be approved by both parties prior to the initiation of any engagement.

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

Participating Entity: State of Alaska	Contractor: Konica Minolta Business Solutions USA, Inc.
Signature: 	Signature: 
Name: Eric Verrelli	Name: Jack Dixon
Title: Statewide Contracting Officer III	Title: Government Contract Manager
Date: 12-23-2019	Date: 12/23/2019

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

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