



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: **140597**

Contractor: **Konica Minolta Business Solutions USA Inc.**

Participating State or Entity: State of Maryland

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

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/Entity and authorized by that state's statutes to utilize state contracts with the prior approval of the state's Chief Procurement Officer.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective state Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. **Order of Precedence:**
 - a) A Participating Entity's Participating Addendum and all Exhibits;
 - b) The Interlocal Cooperative Purchasing Agreement (ICPA)
 - c) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
 - d) An Order issued against the Master Agreement;
 - e) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;



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- f) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- g) The Contractor's Supplemental Documents, including all Attachments.

4. Term of the Master Agreement:

- a) **Initial Term:** The Parties' respective performances under the Master Agreement commenced on August 8, 2019, and shall terminate on December 31, 2021, unless terminated sooner, as specified in **Section 6.10, Defaults and Remedies**, of the Master Agreement.
- b) **Extension:** The Master Agreement may be extended beyond the original contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, via written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

5. Participating State or Entity Modifications or Additions to the Master Agreement:

The following are items that each Participating State or Entity should consider when drafting a Participating Addendum:

State specific terms and conditions: Participating States or Entities may add statutory terms required to execute a Participating Addendum. The Master Agreement Terms and Conditions should be reviewed to ensure there is no conflict with what your state may accept. The Master Agreement Terms and Conditions are intended to be utilized as a baseline for state specific requirements.

- a) **Administrative Fees:** The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.
- b) **Supplemental Documents:** The Contractor's Supplemental Documents are attached to the Master Agreement as **Attachment A through Attachment K**. Each Participating State or Entity is responsible for negotiating the terms and conditions of each of these documents, if they so choose. The Lead State has only negotiated the language to the extent it aligns with the Master Agreement Terms and Conditions; however, any further negotiations are at the discretion and responsibility of the Participating State or Entity.
- c) **Authorized Dealers:** All Contractor approved Dealers are listed in **Exhibit C (Authorized Dealers by State)**. The Participating State or Entity may limit the number of Dealers they use, and/or request that the Contractor approve additional Dealers. The Contractor Dealer's participation will be in accordance with the terms and conditions set forth in the Master Agreement.

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d) **Product Offerings:** The Contractor is authorized to provide Products as referenced on the first page of this template, and as detailed in **Section 4.3, Product Offerings**, of the Master Agreement. Each Participating State or Entity shall determine what Product Offerings they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:

- **Third-Party Software**
- **Consumable Supplies**
- **Open Market Items**
- **Emerging Technologies**

e) **Service Offerings:** The Contractor is authorized to provide Services as referenced on the first page of this template, and as detailed in **Section 4.4, Service Offerings**, of the Master Agreement. Each Participating State or Entity shall determine what Service Offerings they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:

- **Managed Print Services – Attachment F (Konica Sample MPS Statement of Work)**, of the Master Agreement, provides a framework for any ensuing MPS engagement. Prior to any commencement, all MPS engagements must be agreed to and signed by both Purchasing Entity and Contractor.
- **Maintenance Agreements:**
 - Automatic renewals are not permitted under the Master Agreement
 - Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet
 - **Manual Meter Reads** - As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring. 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
 - **Customer-Owned Equipment**
 - **Lease or Rental Equipment**
 - **Legacy Equipment**
- **Service Requirements** – Participating States and Entities may negotiate their own Service Level Agreement (SLA) with the Contractor; however, the minimum requirements are outlined in **Section 4.4.3(b)** of the Master Agreement. Additional consideration should be given to the following:
 - **Service Level Calculations**



▪ **Reporting**

f) Purchase, Lease, and Rental Programs: Per **Section 4.5** of the Master Agreement the Contractor is authorized and/or required to provide and adhere to the following:

- **Acquisition Methods** – Participating States and Entities should determine which options they will allow:
 - Purchase
 - Fair Market Value (FMV) Lease
 - \$1 Buyout Lease
 - Straight Lease
 - Cancellable Rental
- **Leasing and Rental Terms and Conditions** – Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, and as negotiated by the Participating State or Entity.
- Pursuant to Section 4.5.7(g) of the NASPO ValuePoint Master Agreement, Lessee hereby consents to the assignment by Lessor of all of its right, title and interest in the Lease and the Product (but none of Lessor's obligations with respect thereto) to a Third Party leasing company. In accordance with Section 4.5.5(a) of the NASPO ValuePoint Master Agreement, all billing shall continue to be invoiced in Lessor's name.

g) Security Requirements:

- Per **Section 4.6.2, Sensitive Information**, of the Master Agreement, the Participating State or Entity shall define "sensitive information" in their Participating Addendum.
- Per **Section 4.6.5, Hard Drive Removal and Surrender**, of the Master Agreement, the Participating State or Entity shall determine which hard drive disposal options they will require.

h) Shipping and Delivery Requirements

i) Inspection and Acceptance: Per **Section 4.10.3** of the Master Agreement, confirmation of Product Acceptance occurs upon signature of **Exhibit B (Sample D&A Certificate)**, or within five (5) Business Days after Product install, unless otherwise stated in a Participating Addendum.

j) Warranty Requirements – The Contractor must adhere to the warranty requirements as outlined in **Section 4.11** of the Master Agreement; however,

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Participating States and Entities may negotiate additional requirements with the Contractor.

Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the Participating State or Entity. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to their contractual relationship with the Contractor under the Terms and Conditions of the State of Colorado NASPO ValuePoint Master Agreement.

☐ 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:

6. **Master Price Agreement Number:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140597**
7. **Orders:** Any Order placed by a Purchasing Entity for a Product and/or Service available under the Master Agreement shall be deemed to be a sale or lease, as applicable, 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.

Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by Contractor and the Participating State or Entity. To the extent the Purchasing Entity and the Contractor agree on additional terms, the terms will be documented on the Purchasing Entity Order, and signed by both parties.

All orders should contain the following (1) "PO is subject to NASPO ValuePoint Master Agreement, Contract # **140597**, and the Participating Addendum, Contract # _____" (2) Purchasing Entity Name, Address, Contact, & Phone-Number (3) Order amount (4) Type of Order (Purchase, FMV Lease, \$1 Buyout Lease, Straight Lease, Short-Term Lease, or Cancellable Rental) and purchase amount, or monthly payment amount (5) Itemized list of accessories (6) Type of Service program and rates (7) Any Supplemental Documents, including the MPS SOW Template (if applicable).

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

PARTICIPATING ADDENDUM**COPIERS AND MANAGED PRINT SERVICES**

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Contractor

Name	Ann Marie Burns
Address	1595 Spring Hill Road., Suite 410 Vienna, VA 22182
Telephone	703-637-1516
E-mail	Annmarie.burns@kmbs.konicaminolta.us

Participating Entity

Name	Calvin E. Gladden II,
Address	State Office Building, Room M-3, 301 Preston Street Baltimore, Maryland 21201-2305
Telephone	410-767-4281
E-mail	calvin.gladden@maryland.gov

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

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

Participating State: MARYLAND	Contractor: Konica Minolta Business Solutions USA Inc.
By: CALVINE GLADDEN II	By: Jack Dixon
Name: [Signature]	Name: [Signature]
Title: Program Mgr	Title: Government Contract Manager
Date: 12/20/2019	Date: November 21, 2019

For questions on executing a Participating Addendum, please contact:
NASPO ValuePoint



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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 to post in appropriate data bases]

