

COPIERS & MANAGED PRINT SERVICES

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Participating Addendum #: **2020COPIERS0009**

Master Agreement #: **140599**

Contractor: **KYOCERA DOCUMENT SOLUTIONS AMERICA, 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 D – Single-function Printers
- Managed Print Services (MPS)
- Supplies
- Software

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the NASPO Valuepoint Master Agreement for Copiers led by the State of Colorado for use by state agencies and other entities located in the Participating State 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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Led by the State of Colorado

Name:	Joseph Dolce (Joe)
Address:	225 Sand Road, Fairfield, NJ 07004
Telephone:	973-882-6085
Email:	Joseph.dolce@da.kyocera.com

Contractor Contact for Negotiations (Secondary)

Name:	Renato Monteleone
Address:	225 Sand Road, Fairfield NJ 07004
Telephone:	973-461-4031
Email:	Renato.monteleone@da.kyocera.com

Contractor Contact for Sales (Primary)

Name:	Dan Taylor
Address:	225 Sand Road, Fairfield NJ 07004
Telephone:	714-421-2670
Email:	Dan.Taylor@da.kyocera.com

Contractor Contact for Sales (Secondary)

Name:	Dennis Lees
Address:	225 Sand Road, Fairfield, NJ 07004
Telephone:	314-378-8811
Email:	Dennis.lees@da.kyocera.com

Participating Entity

Name:	Eric Verrelli
Address:	333 Willoughby Ave. Suite X Juneau AK 99801
Telephone:	907-465-5674
Email:	Eric.verrelli@alaska.gov

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Led by the State of Colorado

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:

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:

Reporting Period

Due Date

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Led by the State of Colorado

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, D, E, F, MPS, Supplies, and Software) will be available to all State of Alaska agencies.

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 G, 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. 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, 3091, and B27174) 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)

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

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;
- 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 Leases and Rental Agreements:

Section 11 of each of the Master Lease Agreement Terms and Conditions attached to the NASPO Master Agreement as Attachment A, the Straight Lease Terms and Conditions attached to the NASPO Master Agreement as Attachment D and the Cancel Rental Agreement Terms and Conditions attached to the NASPO Master Agreement as Attachment E (collectively, the "Terms") is hereby deleted in its entirety and replaced by the following:

11. LOSSES: No assignee of Lessor is responsible for any loss or injuries caused by the Equipment. The manufacture will be responsible for loss or injuries caused by equipment as long as the equipment is being used for purposes of which it was designed.

Section 22 of the Terms is hereby deleted in its entirety and replaced by the following:

22. JURY WAIVER: CUSTOMER AND LESSOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN CONNECTION WITH THE LEASE.

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.

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5. Lease Agreements:

Lease Terms:

- (i) Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement. 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. Each PO shall contain the following statement "This PO is subject to terms and conditions of the NASPO ValuePoint Master Agreement No. 140599 ("NASPO Master Agreement") and State Participating Addendum #2020COPIERS0009 ("Participating Addendum").
- (ii) The form of the Schedule and related leasing documents are attached as Exhibit A-J to this Participating Addendum. Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement of lease incorporating all of the terms of the Master Lease Agreement attached to the NASPO Master Agreement as Attachment A ("MLA"). Each Schedule or PO, as applicable, together with the MLA and this Section 5 constitutes the entire agreement of the parties thereto with respect to the subject matter thereof; 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 ValuePoint Master Agreement shall control and in the event of any conflict between a Schedule or PO, as applicable, and the MLA, the Schedule or PO shall control. In the event of a conflict between the 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. For the avoidance of doubt, standard PO terms and conditions attached to, included in or incorporated into a PO do not constitute part of any Lease.
- (iii) 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.

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Led by the State of Colorado

All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Contractor and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or their 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 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 # NP-18-001 & State PA # 2020COPIERS0009" (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.

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Led by the State of Colorado

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 fifteen (15) 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 invoicing shall result in a \$25.00 per instance credit on the following month’s 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.

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:

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- 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 Maintenance Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Agreement" provided in Participating Addendum **Exhibit A** and also on the NASPO ValuePoint's website for Kyocera as MA Attachment G – Service Maintenance Agreement.
13. 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 **Exhibit B**, also provided on NASPO ValuePoint's website for Kyocera as MA Attachment H – MPS Statement of Work. The Kyocera MPS Statement of Work must be approved by both parties prior to the initiation of any engagement.



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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: KYOCERA Document Solutions America, Inc.
Signature: 	Signature: 
Name: Eric Verrelli	Name: Peter Morisco
Title: Statewide Contracting Officer III	Title: Vice President - Channel Sales
Date: 1/28/2020	Date: 1/27/2020

[Additional signatures may be added if required by the Participating Entity]

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.]