



# Commonwealth of Kentucky

## MASTER AGREEMENT

CONTRACT INFORMATION			
<b>MASTER AGREEMENT NUMBER: MA 758 2000000197</b>			
Effective Date:	1/1/20	Record Date:	1/30/20
Expiration Date:	12/31/20	Procurement Folder:	354740
Document Description:	NON EXECUTIVE BRANCH WSCA COPIER CONTRACTS KONICA	Procurement Type:	Special Authority Goods & Svcs
Cited Authority:	Intergovernmental Purchases	Version Number:	1

CONTACT INFORMATION	
<b>ISSUER:</b> Barry Stigers 502-564-6523 Barry.stigers@KY.GOV	

VENDOR INFORMATION	
<b>Name /Address:</b> KY0001025: KONICA MINOLTA BUSINESS SOL 1595 SPRING HILL ROAD SUITE 410 VIENNA VA 22182	<b>Contact:</b> KRISTEN MCKENNA 813-207-8276 EXT: 3254 STATEBIDS@KMBS.KONICAMINOLTA.US

COMMODITY / SERVICE INFORMATION							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000	EA	\$0.010000	\$0.00			\$0.00

Konica WSCA MultiFunction Copier Non Executive Branch Agency

**Extended Description:**  
Konica Minolta WSCA MultiFunction Copiers Non Executive Branch Agencies Only



	<i>Document Description</i>	<i>Page 2</i>
2000000197	NON EXECUTIVE BRANCH WSCA COPIER CONTRACTS KONICA	

See "Attachment A" for Terms and Conditions. The terms and conditions set out in "Attachment A" are incorporated into and are a part of the Contract.



PARTICIPATING ADDENDUM  
NASPO COOPERATIVE PURCHASING ORGANIZATION  
Administered by the State of Colorado (hereafter "Lead State")

MASTER AGREEMENT  
Konica Minolta Business Solutions USA, Inc.  
Colorado RFP-NP-18-001  
(hereinafter "Contractor")

And

Commonwealth of Kentucky  
(hereinafter "Participating State")  
MA 758 2000000197

ATTACHMENT A

Master Agreement #: **140597**

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

Participating Entity: **STATE OF COMMONWEALTH OF KENTUCKY**  
**MA 758 2000000197**

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
- Supplies
- Accessories for Discontinued Base Units

**Master Agreement Terms and Conditions:**

1. Scope: This covers the NASPO Valuepoint Master Agreement for Copiers led by the State of Colorado for use by **NON EXECUTIVE BRANCH STATE AGENCIES ONLY** located in the Participating State *of the Commonwealth of Kentucky* authorized by that State's statutes to utilize state contracts, which includes local public agencies of the Commonwealth as defined in KRS 45A.345(11). Each authorized using agency must establish its own separate agreement if applicable with the awarded contractor for products and services.
2. Participation: This NASPO ValuePoint Master Agreement may be used **ONLY** by authorized **NON EXECUTIVE BRANCH STATE AGENCIES ONLY**

PARTICIPATING ADDENDUM  
NASPO COOPERATIVE PURCHASING ORGANIZATION  
Administered by the State of Colorado (hereafter "Lead State")

MASTER AGREEMENT  
Konica Minolta Business Solutions USA, Inc.  
Colorado RFP-NP-18-001  
(hereinafter "Contractor")

And

Commonwealth of Kentucky  
(hereinafter "Participating State")  
MA 758 2000000197

Per KRS 45A.050(3), any political subdivision, including cities of all classes, counties, school districts, or special districts, may participate in this Participating Addendum to the same extent as the Commonwealth in accordance with the terms and conditions of this Participating Addendum.

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

**Contractor**

Name:	Konica Minolta, Ann Marie Burns
Address:	1595 Spring Hill Road, Suite 410 Vienna, VA 22182
Telephone:	703-637-1516
Email:	<a href="mailto:annmarie.burns@kmb.konicaminolta.us">annmarie.burns@kmb.konicaminolta.us</a>

**Participating Entity**

Name:	Barry Stigers
Address:	702 Capital Avenue, Room 096 Frankfort, Ky. 40601
Telephone:	502-564-6523
Fax:	502-564-6013
Email:	Barry.Stigers@ky.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.

**PARTICIPATING ADDENDUM  
NASPO COOPERATIVE PURCHASING ORGANIZATION  
Administered by the State of Colorado (hereafter "Lead State")**

**MASTER AGREEMENT  
Konica Minolta Business Solutions USA, Inc.  
Colorado RFP-NP-18-001  
(hereinafter "Contractor")**

**And**

**Commonwealth of Kentucky  
(hereinafter "Participating State")  
MA 758 2000000197**

5. **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.
6. **Lease Agreements:**
- (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.
  - (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 Commonwealth of Kentucky 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) shall have no effect and will not be part of the lease agreement.
  - (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  
NASPO COOPERATIVE PURCHASING ORGANIZATION  
Administered by the State of Colorado (hereafter "Lead State")**

**MASTER AGREEMENT  
Konica Minolta Business Solutions USA, Inc.  
Colorado RFP-NP-18-001  
(hereinafter "Contractor")**

And

**Commonwealth of Kentucky  
(hereinafter "Participating State")  
MA 758 200000197**

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 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 Kentucky 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 Kentucky 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.



PARTICIPATING ADDENDUM  
NASPO COOPERATIVE PURCHASING ORGANIZATION  
Administered by the State of Colorado (hereafter "Lead State")

MASTER AGREEMENT  
Konica Minolta Business Solutions USA, Inc.  
Colorado RFP-NP-18-001  
(hereinafter "Contractor")

And

Commonwealth of Kentucky  
(hereinafter "Participating State")  
MA 758 2000000197

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.

7. Resellers: All contractors and resellers authorized in the State of *Kentucky* 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.

8. 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 Contract #MA 758 2000000197" (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.

9. 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 five (5) 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.

PARTICIPATING ADDENDUM  
NASPO COOPERATIVE PURCHASING ORGANIZATION  
Administered by the State of Colorado (hereafter "Lead State")

MASTER AGREEMENT  
Konica Minolta Business Solutions USA, Inc.  
Colorado RFP-NP-18-001  
(hereinafter "Contractor")

And

Commonwealth of Kentucky  
(hereinafter "Participating State")  
MA 758 200000197

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.

10. 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.
  - vi) Software (Outside approved contract portfolio items)

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.

11. 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);

PARTICIPATING ADDENDUM  
NASPO COOPERATIVE PURCHASING ORGANIZATION  
Administered by the State of Colorado (hereafter "Lead State")

MASTER AGREEMENT  
Konica Minolta Business Solutions USA, Inc.  
Colorado RFP-NP-18-001  
(hereinafter "Contractor")

And

Commonwealth of Kentucky  
(hereinafter "Participating State")  
MA 758 2000000197

- 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.

- 12. Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in Participating Addendum Attachment F.3c.
- 13. This Participating Addendum shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and the using agency. Venue shall be the Commonwealth of Kentucky, Franklin County in accordance with KRS 45A.245,

<http://finance.ky.gov/services/eprocurement/Pages/LawsPrefReqsPolicies.aspx>

- a. The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.
- b. The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky-Office of Procurement Services for the amount equal to one half of one percent (.5%) of the net sales (less any returns, credits or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Quarterly Sales Reports and Check to be mailed to the Office of Procurement Services, Attn: Barry Stigers, 702 Capital Ave., Capital Annex, Room 095, Frankfort, Ky. 40601.


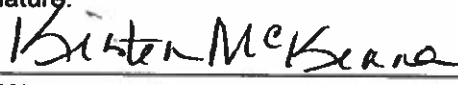

PARTICIPATING ADDENDUM  
 NASPO COOPERATIVE PURCHASING ORGANIZATION  
 Administered by the State of Colorado (hereafter "Lead State")

MASTER AGREEMENT  
 Konica Minolta Business Solutions USA, Inc.  
 Colorado RFP-NP-18-001  
 (hereinafter "Contractor")

And

Commonwealth of Kentucky  
 (hereinafter "Participating State")  
 MA 758 2000000197

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

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Konica Minolta Business Solutions USA, Inc.
Signature: 	Signature: 
Name: Jim Barnhart	Name: Kristen McKenna
Title: Deputy CIO	Title: State Contract Manager
Date: 1-21-20	Date: 1/24/2020
Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature: 	
Name: Joan Graham	
Title: Executive Director	
Date: 1/24/2020	

For questions on executing a participating addendum, please contact:  
 NASPO ValuePoint

PARTICIPATING ADDENDUM  
NASPO COOPERATIVE PURCHASING ORGANIZATION  
Administered by the State of Colorado (hereafter "Lead State")

MASTER AGREEMENT  
Konica Minolta Business Solutions USA, Inc.  
Colorado RFP-NP-18-001  
(hereinafter "Contractor")

And

Commonwealth of Kentucky  
(hereinafter "Participating State")  
MA 758 2000000197

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	<a href="mailto:tfosket@naspovaluepoint.org">tfosket@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to***

***[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***

***to support documentation of participation and posting in appropriate data bases.]***

