



COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Master Agreement #: **140599**

Contractor: **KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.**

Participating Entity: **STATE OF NEVADA**

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 Copiers and Managed Print Services Contract 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 Nevada. 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):

Contractor

Name:	Kyocera Document Solutions America, Inc. Joe Dolce
Address:	225 Sand Road Fairfield, NJ 07004
Telephone:	973-882-6085
Email:	joseph.dolce@da.kyocera.com



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Participating Entity

Name:	State of Nevada, Purchasing Division Teri Becker
Address:	515 East Musser Street, Suite 300 Carson City, NV 89701
Telephone:	775-684-0178
Email:	tbecker@admin.nv.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.

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

Contractor shall pay a quarterly administrative fee payable to the "State of Nevada Purchasing Division." The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the Contractor for all products and services provided under the contract during the quarter beginning the date of execution of this contract.

All administrative fee payments shall include the contract number on the required documents. If submitting an administrative fee payment for more than one contract, then a separate payment and associated documents shall be submitted by the Contractor for each contract.

The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty five (45) calendar days of quarter end (refer to Section 1.4).

The template for the required Quarterly Administrative Fee & Usage Report may be downloaded from the Purchasing Division website



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<http://purchasing.nv.gov/vendors/DBINV/>. The report must be submitted via email to: NVQtlyReport@admin.nv.gov

Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased.
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.



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Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End	Report Due
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agrees that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contract terms, as amended.

If the administrative fee is not paid and quarterly report is not received within forty five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

- b) **Political Subdivisions:** Political Subdivisions may utilize the State leasing document or may enter into Equipment leases subject to the Terms and Conditions of the Contractor Lease Agreement, unless otherwise agreed to. To initiate a lease, Customers may issue a Purchase Order ("PO") and reference the type of lease (FMV, Operations, or Capital Lease) on the PO or may simply sign the Contractor Lease Agreement.
- c) **Boycott of Israel:** Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- d) **Customer Friendly Catalog:** Contractor must develop, provide and maintain information to allow for online ordering capability through NevadaEPro. The Nevada Purchasing Division will work with the Contractor to determine whether a hosted or G2B Punchout platform is appropriate. More information can be found at <http://purchasing.nv.gov/vendors/DBINV/>.
- e) **Governing Law and Jurisdiction:** This Participating Addendum to the Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent

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to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

5. **Lease Agreements:** All leases entered into by the State of Nevada or its using agencies must be approved by the Chief of the Division of Purchasing of the Department of Administration, or designee, as required by NRS 333.150. Any lease entered into pursuant to this Participating Addendum by the State, its using agencies, or any "state agency" as defined by NRS 353.540, must meet the following requirements:
- A. The continuation of any Lease beyond the current biennium will be subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate any such Lease, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the State or agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
 - B. The lease shall not contain a balloon payment at the end of the lease term that the State or its agency is obligated to pay. This does not preclude an option to purchase the equipment at the sole discretion of the State or its agency.
 - C. The lease shall not contain charges for early termination of the lease unless the charges constitute actual damages or agreed liquidated damages for breach of the lease.
 - D. In the event that the term of a lease extends beyond the term of the MSA, the terms and conditions of the MSA shall continue to apply unless the parties specifically agree to the contrary in the lease, or a written, duly executed amendment to the lease.
 - E. Only the approved State of Nevada Lease document may be utilized, as set forth as ***Exhibit C – State of Nevada Agreement for Lease of Equipment.***
 - F. Political Subdivisions may utilize the State leasing document or may enter into Equipment leases subject to the Terms and Conditions of the Contractor Lease Agreement, unless otherwise agreed to. To initiate a lease, Customers may issue a Purchase Order ["PO"] and reference the type of lease (FMV, Operational, or Capital Lease) on the PO or may simply sign the Contractor Lease Agreement.
 - G. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.
 - H. Upon the expiration of the initial lease term, for all lease types if applicable, a purchasing entity may do one of the following:

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- a. Exercise their purchase option if available;
 - b. Renew the lease on a month-to-month basis only if the Master Agreement or the Participating Addendum has not expired. If the Master Agreement or Participating Addendum has expired or has been terminated, the purchasing entity must transition to a new Master Agreement and Participating Addendum if available; or
 - c. Return the equipment to the contractor, or have the equipment picked up by the contractor.

6. **Resellers:** All contractors and resellers authorized in the State of Nevada, 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.

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 #140599 & State Contract #99SWC-NV20-3279**" (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. **Nevada Service Level Agreement:** The Service Level Agreement (SLA) set forth as **Exhibit A, State of Nevada Service Level Agreement** provides additional service level goals.

9. **Managed Print Services (MPS) Statement of Work:** 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, Managed Print Services Statement of Work** and it must be approved by both parties prior to the initiation of any engagement.

10. **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.

NASPO ValuePoint
PARTICIPATING ADDENDUM



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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Participating Entity: State of Nevada	Contractor: Kyocera Document Solutions America, Inc
Signature: <i>Kevin D. Doty</i>	Signature: <i>Peter Morisco</i>
Name: Kevin D. Doty	Name: Peter Morisco
Title: Administrator, Purchasing Division	Title: Vice President - Channel Sales
Date: 6/23/2020	Date: 6/22/2020



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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.]