

**NASPO ValuePoint
AMENDMENT #1
PARTICIPATING ADDENDUM
COPIERS AND MANAGED PRINT
SERVICES**

Led by the State of **Colorado**



Master Agreement #: **140597** (*hereinafter "Master Agreement"*)

Contractor: **KONICA MINOLTA BUSINESS SOLUTIONS USA INC.**
(*hereinafter "Contractor"*)

Participating State: **STATE OF HAWAII** (*hereinafter "Participating State"*)

State of Hawaii, State Procurement Office (SPO) Price List Contract No. 20-07 (herein after "Contract")

Amendment #1 (*hereinafter "Amendment"*) of Participating Addendum for Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number 140597 with Konica Minolta Business Solutions Usa Inc. is amended as follows:

Add Section 5, subsection R. Subsection R., section i – "Quarterly Sales Reporting," replaces in its entirety Section 5, subsection A – "Usage Reports." Subsection A is no longer used.

R. eProcurement System and Marketplace

The State of Hawaii, State Procurement Office, has instituted a statewide eProcurement system, Aloha eBuys. Periscope Holdings, Inc. ("Periscope"), the State's eProcurement system provider, has implemented Aloha eBuys, which will allow Participating Entities to easily search and purchase from this Price/Vendor List Contract. Therefore, Contractor acknowledges and agrees to the following, which requirements are separate from and additive to any of Contractor's requirements under the NASPO ValuePoint Master Agreement.

- i. Quarterly Sales Reporting – As of the effective date of this Amendment, the Contractor shall be required to submit a quarterly report documenting all Sales made under the Contract ("Quarterly Sales Report"). "Sales" shall mean total invoices for gross purchases, less any credits, taxes, regulatory fees, and separately stated shipping charges not included in unit prices, procured on or utilizing pricing and/or other terms of this Contract, regardless of the purchase process. The Quarterly Sales Report shall be submitted directly to Periscope using the Reconciler portal (Periscope's reporting tool to which a link shall be provided to Contractor), or otherwise as reasonably directed by Periscope or State. Quarterly Sales Report will include any periods less than a full calendar quarter if Amendment and/or Contract does not start at the first day of a quarter or end on the last day of the quarter.

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Contractor shall submit one Quarterly Sales Report for each contract for each reporting period in accordance with the following schedule:

	Date Range	Due No Later Than
Fiscal Year, Quarter 1	July 1 – September 30	October 31
Fiscal Year, Quarter 2	October 1 – December 31	January 31
Fiscal Year, Quarter 3	January 1 – March 31	April 30
Fiscal Year, Quarter 4	April 1 – June 30	July 31

The Quarterly Sales Report must contain the following information:

- a. Complete and accurate details of all Sales, credits, returns, refunds, and the like for the reporting quarter;
- b. Purchasing Participating Entity and type;
- c. Product/service description, unit price, quantity and total sale amount;
- d. Invoice number and date;
- e. Total Vendor Collected Administrative Fee amount due for the reporting quarter. "Vendor Collected Administrative Fee (VCAF)" shall mean that for all Sales made under or utilizing the pricing or other terms of the Contract that have been invoiced, the Contractor shall remit a VCAF in the amount of one and one-half percent (1.5%) of all Sales to Periscope on behalf of the State;
- f. Such other information as the State and Periscope may reasonably request; and
- g. If no Sales were made during the reporting quarter, then a Quarterly Sales Report shall still be submitted showing zero Sales and zero VCAF due.

Initiation and submission of the Quarterly Sales Report are the responsibility of the Contractor without prompting or notification by Periscope or the State, and Periscope and the State assume no responsibility for any Contractor's failure to meet its sales reporting and fee remittance obligations. The State reserves the right to contact Contractor at any time to request that Contractor attest to the amounts reported to have been paid to them by Participating Entities.

The State and Periscope shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.

- ii. Remittance of the VCAF – On a quarterly basis, and at the same time as the submission of the Quarterly Sales Report per the above, the Contractor shall remit the VCAF via Automated Clearing House (ACH) transaction directly to Periscope using the Reconciler portal, or as otherwise reasonably directed by Periscope or the State, no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end September 30, December 31, March 31, and June 30 of each year. Periscope's or the State's receipt or acceptance of any Quarterly

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Sales Report and/or VCAF furnished pursuant to the Contract shall not preclude Periscope or the State from challenging the validity thereof at any time. Failure to remit the Quarterly Sales Report and/or VCAF timely and accurately may result in Contractor's goods and/or services being made ineligible for purchase through the Aloha eBuys marketplace. Continued non-compliance by the Contractor may result in the Contractor being found in default of the Contract and, thus, may be subject to termination. Assistance with VCAF remittance is available from the Periscope Customer Service by email or telephone, which contact information shall be providing during Contractor's onboarding.

If VCAF is not paid by the due date, the past due balance may accrue interest at a rate of 18% per annum until such past due amount has been paid in full. The State's right to interest on late payments shall not preclude the State from exercising any of its other rights or remedies pursuant to the Contract or otherwise with regards to Contractor's failure to make timely remittances.

- iii. Catalog Implementation – Contractor shall cooperate with State and/or Periscope as requested, including attendance of meetings, to include and maintain throughout the term an Aloha eBuys marketplace catalog of products and services consistent with and limited to the Contract items. Contractor may choose one of the following catalog options.
 - a. Hosted Catalog – Contractor shall provide a list of its awarded products and services (including product name, descriptions, images, relevant specifications, keyword search terms, etc.) and pricing consistent with the Contract and in the electronic format provided by Periscope. The product and service list may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. In order to maintain the most up-to-date version of the product and service list in compliance with Contract terms, Contractor must provide updated product and service pricing information via electronic format approved by Periscope at least annually but no more than four times per year or as otherwise permitted by the Contract.
 - b. Punchout Catalog – Contractor shall “punch out” to its own online catalog, provided that its own online catalog is capable of being integrated with the Aloha eBuys marketplace via Commerce eXtensible Markup Language. Contractor's punchout catalog may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. Contractor must validate its punchout catalog is current by providing a written update to Periscope every four (4) months (or as otherwise provided in the Contract), verifying that Contractor has audited the offered products and services and pricing.

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Any price stated by Contractor under the Contract (including in its hosted or punchout catalog) shall be inclusive of the VCAF, and Contractor shall not reflect the VCAF as a separate line item on customer quotes and invoices.

Contractor shall 1) attend a vendor onboarding meeting with Periscope within thirty (30) days of the date of execution of this Amendment, and 2) complete upload of the hosted catalog or integration of the punchout catalog as well as the approval process(es) within ninety (90) calendar days of the date of execution of this Amendment. Contractor shall cooperate with State and Periscope for any other reasonable requests to ensure a catalog's accurate depiction of the Contract.

Any changes to Contractor's catalog permitted by the Contract must be pre-approved in writing by the State.



- iv. Vendor and Contract Performance Reviews – The State and/or Periscope may reasonably request Contractor to participate virtually in an annual business review, for which review Contractor shall provide Contract sales information as well as marketing action plans, target strategies and staff training plans and requirements designed to grow utilization of the Contract. Periscope shall also provide and discuss Quarterly Sales Reporting and VCAF remittance compliance data.
- v. Retention and Inspection of Records and Audit – The Contractor shall keep records of all Sales in sufficient detail to enable the State or Periscope to determine the VCAF payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor's Sales records and Sales Reports for completeness and accuracy. If such examination reveals underpayment of the VCAF, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and Periscope for the cost of the audit.

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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT THROUGH THEIR AUTHORIZED REPRESENTATIVES WITH FULL KNOWLEDGE OF AND AGREEMENT WITH ITS TERMS AND CONDITIONS.

Participating State: STATE OF HAWAII	Contractor: KONICA MINOLTA BUSINESS SOLUTIONS USA INC.
Signature: 	Signature: 
Name: BONNIE KAHAKUI	Name: Kristen McKenna
Title: Acting Administrator, SPO	Title: Director, Gov't Contracts
Date: 03/13/2024	Date: 03/12/2024

APPROVED AS TO FORM:



03/13/2024

Deputy Attorney General

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@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.]

PARTICIPATING ADDENDUM

(hereinafter "Addendum")

For

NASPO VALUEPOINT COPIERS AND MANAGED PRINT SERVICES

MASTER AGREEMENT NO. 140597

(hereinafter "Master Agreement")

Between

Konica Minolta Business Solutions USA Inc.

(hereinafter "Contractor")

and

State of Hawaii

(hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contract No. 20-07

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number 140597 with Konica Minolta Business Solutions USA Inc.

1. Scope:

This addendum covers NASPO ValuePoint Copiers and Managed Print Services lead by the State of Colorado for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. Participation:

All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. 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.

4. Term of the Master Agreement:

- a) Initial Term: The Parties' respective performances under the Master Agreement commenced on the effective date of the Participating Addendum, 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. Changes:

A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 6 (or as amended) in accordance with the following schedule (or as requested):

	Date Range	Due no later than
Fiscal Year, Quarter 1	July 1 – September 30	October 31
Fiscal Year, Quarter 2	October 1 – December 31	January 31
Fiscal Year, Quarter 3	January 1 – March 31	April 30
Fiscal Year, Quarter 4	April 1 – June 30	July 31

Emailed to: State Procurement Office
Email Address: matthew.m.chow@hawaii.gov
Subject: PL 20-07 – Sales Report for Konica Minolta Business Solutions USA Inc

The State reserves the right to audit the summary sales report for accuracy.

Failure of the Contractor to submit the summary sales reports as required may result in the termination of the contract.

The report shall identify each transaction and include the following information:

Department/Agency Name	Unit of Measure
Date of Purchase	Item No. Part Number (if applicable)
Product/Service Description	MSRP List Price
Quantity	NASPO ValuePoint Contract Price
Number of Service Calls placed	Response Time per device
EPEAT certification level of each device	Acquisition Method

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>. Any action at law or in equity to

enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.

- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

Contractor(s) shall forward original invoice(s), directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
 - 1. Chapter 237, General Excise Tax Law;
 - 2. Chapter 383, Hawaii Employment Security Law;
 - 3. Chapter 386, Workers' Compensation;
 - 4. Chapter 392, Temporary Disability Insurance;
 - 5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

I. Insurance

The following language shall be added to Pg 47 of 94 of the Master Agreement, 6.1 Insurance:

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The State of Hawaii shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.

It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

J. Product Offerings

The Contractor is authorized to provide Products as detailed in Section, 4.3 Product Offerings of the Master Agreement.

K. Service Offerings

The Contractor is authorized to provide Products as detailed in Section, 4.4 Service Offerings of the Master Agreement.

L. Purchase, Lease and Rental Programs

The Contractor is authorized to provide acquisition methods as listed in Section 4.5 of the Master Agreement.

M. Security Requirements:

- Per Section 4.6.2, Sensitive Information, of the Master Agreement, the State of Hawaii defines "sensitive information" means information that an agency would not be required to publicly disclose under chapter 92F, HRS.
- Per Section 4.6.5, Hard Drive Removal and Surrender, of the Master Agreement, the State of Hawaii purchasing entities shall determine which hard drive disposal options they will require.
- Security shall meet or exceed the Information Privacy & Security (IPSC) for Multi-Function Copier/Printer Procurement Guidelines. IPSC Website: <http://ipsc.hawaii.gov/guidelines-best-practices/>

N. Shipping and Delivery Requirements

The Contractor shall provide Shipping and Delivery as detailed in Section, 4.8 Shipping and Delivery of the Master Agreement.

O. Inspection and Acceptance: Per Section 4.10.3 of the Master Agreement, confirmation of Product Acceptance occurs upon signature of Delivery and Acceptance (D&A) Certificate.

P. Warranty Requirements

The Contractor must adhere to the warranty requirements as outlined in Section 4.11. No changes to the terms and conditions of the Master Agreement are required.

Q. Invoice

Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. For manage print services that include remote device monitoring, Contractor shall generate accurate meter reads. If manual meter reads are required from the Purchasing Entity, the Contractor shall inform the Purchasing

Entity by email or fax of any required actions. Contractor shall give Purchasing Entity at least (5) business days prior notice.

6. Lease Agreements:

Leasing is authorized by this Addendum.

7. Primary Contact:

The primary contact individuals for this Addendum are as follows (or their named successors:

Participating State	
Name:	Matthew Chow
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 96813
Telephone:	(808) 586-0577
Fax:	(808) 586-0570
E-Mail:	matthew.m.chow@hawaii.gov

Contractor	
Name:	Joseph Cernie
Address:	Konica Minolta Business Solutions USA Inc 1595 Spring Hill Road, Suite 410 Vienna VA 22182
Telephone:	(602) 531-3636
Fax:	
E-Mail:	Jcernie@kmbs.konicaminolta.us

8. Authorized Dealers:

Authorized Dealers are allowed under this Addendum.

The State Procurement Office may limit the number of Dealers used, 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 aforementioned Master price Agreement.

9. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. 20-07 and the NASPO ValuePoint Master Agreement Number 140597.

- Purchase Orders and Payments shall be made to Konica Minolta Business Solutions USA Inc. or authorized dealers if any.

10. Participating Entity as Individual Customer:



Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

11. Entire Contract:

This Addendum, the State of Hawaii's Attorney General's General Conditions, and Master Agreement, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the State of Hawaii's Attorney General's General Conditions, and Master Agreement that are included in any purchase order or another document shall be void. The terms and conditions of this Addendum, the State of Hawaii's Attorney General's General Conditions, and Master Agreement, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor: KONICA MINOLTA BUSINESS SOLUTIONS USA INC.
Signature: 	Signature: 
Name: SARAH ALLEN	Name: JACK DIXON
Title: Administrator, SPO	Title: Government Contracts Manager
Date: 1/6/2020	Date: 12/17/19

APPROVED AS TO FORM:


Deputy Attorney General

10 DEC 18 61:00

10 DEC 30 61:04