

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**COPIERS, PRINTERS & RELATED DEVICES 14-19**  
**Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Konica Minolta Business Solutions USA, Inc**  
**Nevada RFP 3091**  
**(hereinafter "Contractor")**

And

[State of Iowa 4989-15]  
(hereinafter "Participating State")

Page 1 of 4

1. **Scope:** This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded devices and services in the following categories:

Group A – Convenience Copiers  
Group B – Production Copiers  
Group D – Printers

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Agreement:**

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

- A. The contractor shall provide to the State of Iowa a 1% administrative fee on all sales made within the State of Iowa against this agreement. The 1% administrative fee is to be paid quarterly to the Iowa Department of Administrative Services, Central Procurement Enterprise, Hoover Bldg. 1305 E. Walnut 3<sup>rd</sup> Floor, Des Moines IA 50319 Attn: Purchasing Director.
- B. The Contractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa to the States primary contact below. The report file format shall be Microsoft Excel compatible. The report at minimum shall include the date of sale, customer name and address, product description, quantity, invoice number, unit and extended invoice prices.
- C. The Department of Administrative Services Procurement highly recommends usage of the State issued procurement card whenever feasible.

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**4. Leases**

State Agencies, political subdivisions and other entities authorized by the State, may enter into separate master lease agreement(s) under this participating addendum. The form of the master lease is attached as exhibit A. Notwithstanding anything to the contrary in this participating Addendum, or in the contract, in event of a conflict between the Contract, Purchase order(s), Master Premier Lease Agreement or the Master Price Agreement, the terms of the Master Premier Lease Agreement and the Non Appropriations Rider ( for qualifying state and local government entities only)will be incorporated by reference into any purchase order will be considered a schedule to the master Premier Lease Agreement.

**5. Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

**Contractor**

Name	Konica Minolta, Kristen McKenna, State Contract Manager
Address	1595 Spring Hill Road, Ste 410, Vienna, VA 22182
Telephone	813-207-8276
Fax	703-506-1257
E-mail	<a href="mailto:wscapa@kmbs.konicaminolta.us">wscapa@kmbs.konicaminolta.us</a>

**Contractor**

Name	Marc Biga, Government Account Manager
Address	1595 Spring Hill Road, Ste 410, Vienna, VA 22182
Telephone	720-290-2431
Fax	703-506-1257
E-mail	<a href="mailto:mbiga@kmbs.konicaminolta.us">mbiga@kmbs.konicaminolta.us</a>

**Participating Entity**

Name	Dave Kaili
Address	1305 E. Walnut Hoover Bldg. 3 <sup>rd</sup> Floor 50319
Telephone	515-281-4774
Fax	515-725-0113
E-mail	<a href="mailto:Dave.Kaili@iowa.gov">Dave.Kaili@iowa.gov</a>

**6. Subcontractors:**

**Subcontractors:** All **Konica Minolta Business Solutions** dealers and resellers authorized in the State of Iowa, as shown on the dedicated **Konica Minolta Business Solutions NASPO ValuePoint**

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website <http://kmbs.konicaminolta.us/naspo3091>, are approved to provide invoicing, sales and service support to participants in the NASPO Master Price Agreement. **Konica Minolta Business Solutions** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**7. Purchase Order Instructions:**

**All orders** should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract # 3091 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

**8. Price Agreement Number:**

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **[4989-15]** and the Lead State price agreement number: 3091.

**9. Individual Customer:**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous 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 and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and

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the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: <i>IOWA</i>	Contractor: Konica Minolta Business Solutions USA, Inc
By: <i>David C. Kaili</i>	By: <i>Kristen McKenna</i>
Name: <i>David C. Kaili</i>	Name: <i>Kristen McKenna</i>
Title: <i>Purchasing Agent III</i>	Title: <i>State Contract Manager</i>
Date: <i>4/11/2015</i>	Date: <i>4/11/15</i>

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.org

**[Fully executed PDF copy of this document should be emailed to [PA@wsca-naspo.org](mailto:PA@wsca-naspo.org) to support documentation of participation and posting in appropriate data bases]**



**STATE OF IOWA**  
**MASTER AGREEMENT**  
**Contract Declaration and Execution**

**MA 005 4989-15**

**EFFECTIVE BEGIN DATE: 04-01-2015**  
**EXPIRATION DATE: 12-31-2019**  
**PAGE: 1 of 3**

**VENDOR:**

**Konica Minolta Bus & Usa  
 Minolta**

**1595 SPRING HILL RD STE 410  
 VIENNA, VA 22182**

**VENDOR CONTACT:**

**Marc Biga  
 PHONE: 720-290-2431 EXT:  
 EMAIL: mbiga@kmbus.konicaminolta.us**

**FOB**

**ISSUER:**

**DAVID KAILI  
 PHONE: 515-281-4774  
 EMAIL: Dave.Kaili@iowa.gov**

**Contract For: Konica Minolta WSCA Copiers, printers and Related Devices**

All purchase orders issued by the purchasing entities with the jurisdiction of this Addendum must include the Master Price Agreement Number 4989-15.

For pricing and complete selection of items, go to:  
<http://www.wsca-naspo.org/contract-details/56/contractor/282>

Iowa Sales contact:  
 Mr. Marc Biga  
 611 NE 46th Court  
 Ankeny, IA 50021  
 720-290-2431  
 Fax: 703-271-1188  
 mbiga@kmbus.konicaminolta.us

**\*\*PLEASE SEE ATTACHMENT FOR SERVICING VENDORS STATEWIDE\*\***

**RENEWAL OPTIONS**

**AUTHORIZED DEPARTMENT**

ALL  
 SUB

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.) <i>Konica Minolta Business</i>		AGENCY NAME <i>DAS CPE</i>	
BY (Authorized Signature) <i>Kristen McKenna</i>	Date Signed <i>3/27/15</i>	BY (Authorized Signature) <i>David C Kaili</i>	Date Signed <i>3/31/2015</i>
Printed Name and Title of Person Signing <i>Kristen McKenna - State Contract Manager</i>		Printed Name and Title of Person Signing <i>David C Kaili Purchasing Agent III</i>	
Address <i>1595 Spring Hill Rd. Ste 410 Vienna, VA 22182</i>		Address <i>Hoover Bldg. 3rd Fl. DSM FA 50319-0105</i>	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		60045	\$0.000000 \$0.000000

Copy Machines, Digital

Copy Machines, Digital

This contract is open to all State of Iowa Agencies, Facilities and political subdivision.

Pricing may be viewed at

<http://www.wsca-naspo.org/#/contract-details/56/contractor/282>



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**TERMS AND CONDITIONS**

**Referenced Terms**

The parties agree to comply with the terms and conditions pursuant to the bid process which are by this reference made a part of the Agreement.



**STATE OF IOWA**  
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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		60046	\$0.000000
				\$0.000000

Copy Machines, Digital  
 Copy Machines, Digital

This contract is open to all State of Iowa Agencies, Facilities and political subdivision.

Pricing may be viewed at  
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